



**The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, November 7, 2023 – 3:00 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Agenda

1. **Land Acknowledgement**
2. **Call to Order**
3. **Roll Call**
4. **Review of Revisions or Deletions to the Agenda**
5. **Approval of the Agenda**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

6. **Disclosure of Pecuniary Interest and General Nature**
7. **Public Meetings Pursuant to the Planning Act, Municipal Act, and Other Statutes**

a) Zoning By-law Amendment (ZBA-2023-02)

Owner: Pedersen Materials Ltd.

Applicant: Jarlette Ltd.

Subject Land: East of 144 Drive In Theatre Road (6.25 ac. in area)

Purpose of the application: To rezone the lands to Community Facilities Exception (CF-X). Exception requested to permit the range of institutional uses proposed including residential uses for seniors and staff, and to permit a maximum building.

8. Public Works

a) **Delegations/Communications**

None

b) **Administrative Reports**

1. Memo No. 025-2023-PW – 2023 Infrastructure Upgrades Update and Change Orders

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2023-PW;

That Council approves Contract Change Order No. 1 of \$3,530.06 to the contract with Pedersen Construction (2013) Inc., for the 2023 Infrastructure Upgrades Project as authorized by By-law No. 2023-082, resulting in a revised contract value of \$362,430.06, plus applicable taxes; and

That Council approves Contract Change Order No. 2 of \$10,850 to the contract with Pedersen Construction (2013) Inc., for the 2023 Infrastructure Upgrades Project as authorized by By-law No. 2023-082, resulting in a revised contract value of \$373,280.06, plus applicable taxes.

2. Memo No. 026-2023-PW – Automotive Materials Stewardship Inc. By-law Amendment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2023-PW; and

That Council directs Staff to prepare the necessary by-law to amend By-law No. 2022-016 (Agreement with Automotive Materials Stewardship Inc. (AMS) for automotive materials collected as part of the Household Hazardous Waste Collection Event), to increase the rate paid by AMS to the Collector from \$2,200 per tonne to \$2,550 per tonne, for consideration at the November 21, 2023 Regular Council meeting.

3. Memo No. 027-2023-PW – Transportation Services Operations Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2023-PW regarding the Transportation Services Operations Update.

4. Memo No. 028-2023-PW – Asphalt Symbols and Marking Painting Services – Contract Extension

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2023-PW; and

That Council directs staff to prepare the necessary amendment to By-law No. 2023-037 to extend the current agreement with Grass King Inc. for one year (2024), at the unit cost of \$41,182.00 plus applicable taxes (same unit cost as 2023), for consideration at the November 21, 2023 Regular Council meeting.

5. Memo No. 029-2023-PW – Environmental Services Operations Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 029-2023-PW regarding the Environmental Services Operations Update.

6. Administrative Report No. PW-024-2023 – Street Light Request on Broadwood, north of Lakeshore

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-024-2023; and

That Council directs staff to install a new streetlight at the approved location (Pole No. 1) on Broadwood Avenue, at a cost of \$2,150, funded through the operations maintenance budget.

OR

That Council directs staff to install a new streetlight at the approved location (Pole No. 3) on Broadwood Avenue, at a cost of \$4,850, funded through the operations maintenance budget.

7. Administrative Report No. PW-025-2023 – 2024 Transit Fare Increase

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2023; and

That Council endorses and approves the recommendation from the Temiskaming Transit Committee, to increase Transit Passes & Fares effective January 1, 2024, as indicated below:

a. Monthly Passes

Type	Proposed	Existing
Adult Pass	\$ 100.00	\$ 90.00
Student and Senior Pass	\$ 80.00	\$70.00

b. Individual Cash Fare

Type	Proposed	Existing
Adult Pass	\$ 4.00	\$ 3.75
Student and Senior Fare	\$ 3.75	\$3.50

c. Book of Ten Tickets

Type	Proposed	Existing
Adult Booklet	\$ 40.00	\$ 37.50
Student and Senior Booklet	\$ 37.50	\$35.00

8. Administrative Report No. PW-026-2023 – Metrolink Agreement Contract ExtensionDraft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-026-2023; and

That Council endorses and approves the recommendation from the Temiskaming Transit Committee to extend the Multi-Year Governance Agreement for Joint Transit Procurements facilitated by Metrolinx for an additional five (5) year term (April 1, 2024 to March 31, 2029), in accordance with Section 4.10 (a) of the Agreement.

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 023-2023-RS – Ontario Northland Transportation Commission (ONTC) Agency Agreement Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 023-2023-RS; and

That Council directs staff to prepare the necessary by-law to confirm the agreement with the Ontario Northland Transportation Commission (ONTC), to provide an ONTC Agency at the Waterfront Pool and Fitness Centre, for consideration at the November 21, 2023 Regular Council meeting.

2. Memo No. 024-2023-RS – Lawrence “Bun” Eckensviller Community Hall Boiler Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 024-2023-RS; and

That Council acknowledges the boiler replacement update at the Lawrence “Bun” Eckensviller Community Hall, at a cost of \$33,900, plus non-refundable HST.

3. Memo No. 025-2023-RS – Recreation Operations Update – November 2023

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2023-RS, regarding the Recreation Operations Update for the Month of November 2023.

4. Administrative Report No. RS-025-2023 – Shelley Herbert-Shea Memorial Arena Lease Agreement with the Temiskaming Art Gallery

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-025-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Temiskaming Art Gallery for the use of the Lions Den in the Shelley Herbert-Shea Memorial Arena, from December 1, 2023 to November 30, 2028, for consideration at the November 21, 2023 Regular Council meeting.

5. Administrative Report No. RS-026-2023 – Building Decarbonization Feasibility Study RFP Award

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-026-2023; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with WF Group Inc. for the Building Decarbonization Feasibility Study, in the amount of \$95,000.00 plus applicable taxes, for consideration at the November 21, 2023 Regular Council meeting.

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – August to October 2023

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report for the period August 1, 2023 to October 31, 2023, for information purposes.

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 028-2023-CS ROMA 2024 Conference Delegations

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2023-CS for information purposes;

That Council for the City of Temiskaming Shores approves the attendance of **Mayor Laferriere** and **Councillor Ducharme** to the Rural Ontario Municipal Association (ROMA) Conference scheduled for January 21 to January 23, 2024 in Toronto;

That Council acknowledges that **Councillor Whalen** will be attending the ROMA Conference as President of the Federation of Northern Ontario Municipalities (FONOM);

That Council acknowledges that **Councillor Wilson** will be attending the ROMA Conference as a member of the ROMA Board of Directors; and

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

2. Administrative Report No. CS-040-2023 Expression of Interest – New Liskeard Marina Property

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-040-2023; and

That Council directs staff to contact the two proponents who submitted Expressions of Interest in response to CS-EOI-001-2023, and request a presentation be made to Council to provide further information on the proposals at a future Regular Meeting of Council.

3. Administrative Report No. CS-041-2023 – Funding Agreement for the 2024 Prospectors and Developers Association of Canada (PDAC) Convention

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-041-2023; and

That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for the Northern Ontario Mining Showcase at the 2024 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 3-6, 2024, in the amount of \$728,000 for consideration at the November 21, 2023 Regular Council meeting.

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – November 21, 2023 starting at 6:00 p.m.
- b) Special Committee of the Whole Meeting – November 28, 2023 starting at 3:00 p.m. (Budget Meeting)
- c) Committee of the Whole – December 5, 2023 starting at 3:00 p.m.

13. Closed Session

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall).

14. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

Statutory Public Meeting

Part of Lot 9, Concession 3 Geographic Township of Dymond

Zoning By-Law Amendment

City of Temiskaming Shores
November 7th, 2023

Presentation by: Brandi L. Clement, AICP, MCIP, RPP, Partner

Site Characteristics

- Lands are located within the Settlement Boundary of Dymond
- Lands subject to the application are 2.53 ha (6.25 ac) in area; 253.33 m. frontage on Drive-in Theatre Road
- Lands are actively farmed and vacant of any structures
- The site will be serviced by municipal sewer and water



Surrounding Land Uses

- North: Residential
- East: Vacant Lands/Agricultural
- South: Vacant Lands/Agricultural
- West: Temiskaming Lodge (under construction)
- Lands are in a well-established mixed use area that is served by Transit.



Overall Development

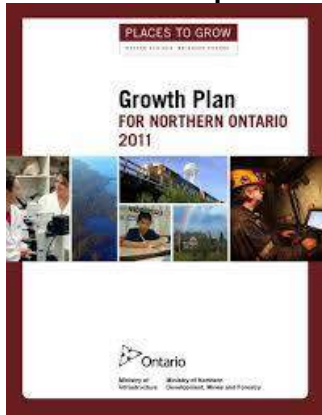
- Future Phase of the Temiskaming Lodge that is under construction to the west.
- Expansion of facility to increase accommodation capacity, including housing for staff which can be difficult to find.
- Independent and assisted living proposed establishing future housing opportunities for senior residents and employees in the settlement area of Dymond.
- Employment opportunities for skilled nursing care, as well as other positions.
- Development will frame the frontage of Drive-in Theatre Road across the street from an existing residential subdivision.
- Lands will be fully serviced by existing municipal water and sewer services.
- Stormwater management will be designed with best management practices.
- A severance was granted by the Committee of Adjustment in September 2023 to create the subject lands to facilitate the proposed development.

- Consent to Sever Application approved September 27th, 2023.



Provincial Policy Analysis

Places to Grow & Provincial Policy Statement

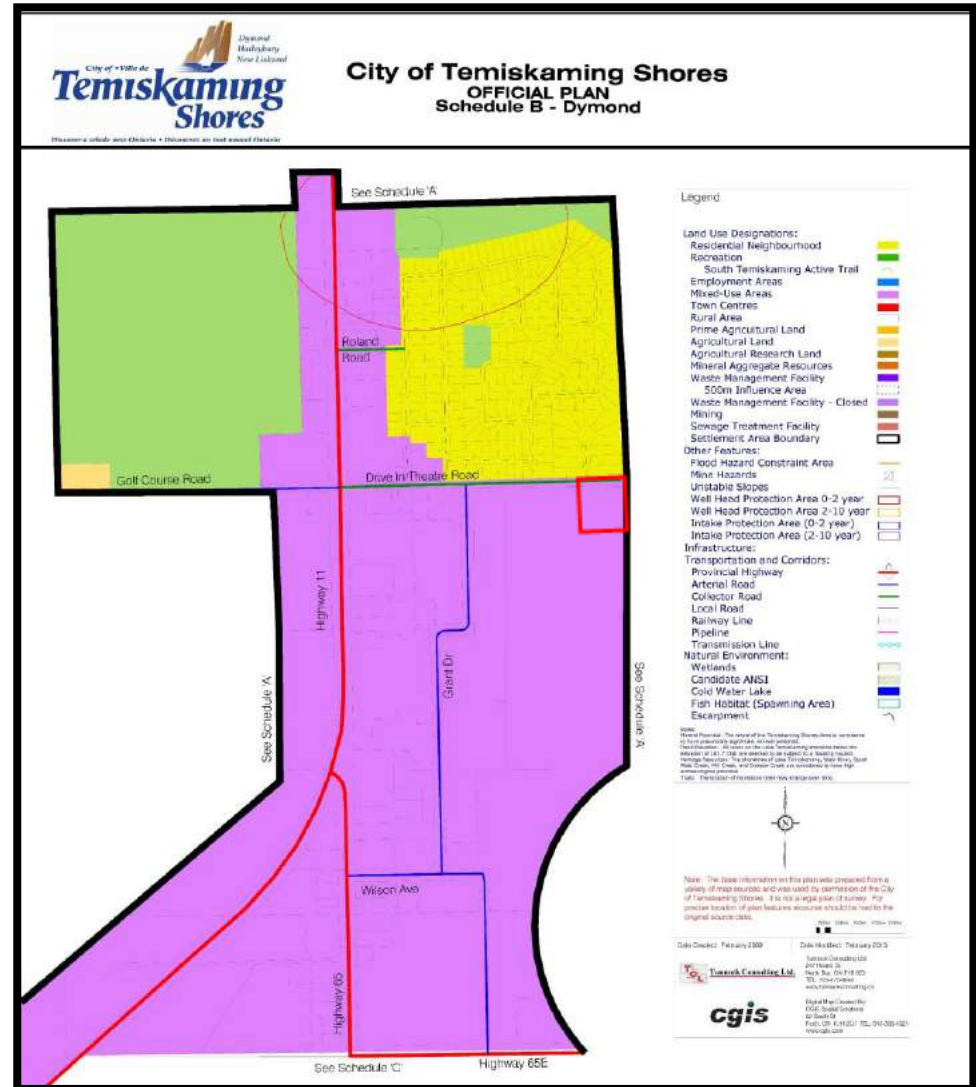


Why is this site appropriate for development?

- Subject lands are within the Settlement Boundary and Built Boundary of Dymond (PPS 1.1.3.1).
- Housing proposed to meet the needs of a diverse population (PPS 1.4.1).
- Health care services proposed that will create jobs, attract health care professionals, facilitate a skilled workforce, and support the health of residents by increasing accommodation capacity (PTG 3.4.1 & 5.1.3).
- Development proposed in an area with a mix of land uses at various densities which offer employment and housing opportunities and access to commercial goods and services, as well as public transit (PPS 1.1.2).
- A Scoped Species at Risk Assessment was prepared for the subject lands which concluded there is no negative impact to Species at Risk (PTG 6.3.5)
- Proposed development will be connected to full existing municipal water and sewer (PPS 1.6.6.2).
- Application conforms to the Places to Grow Growth Plan for Northern Ontario and is consistent with the Provincial Policy Statement.

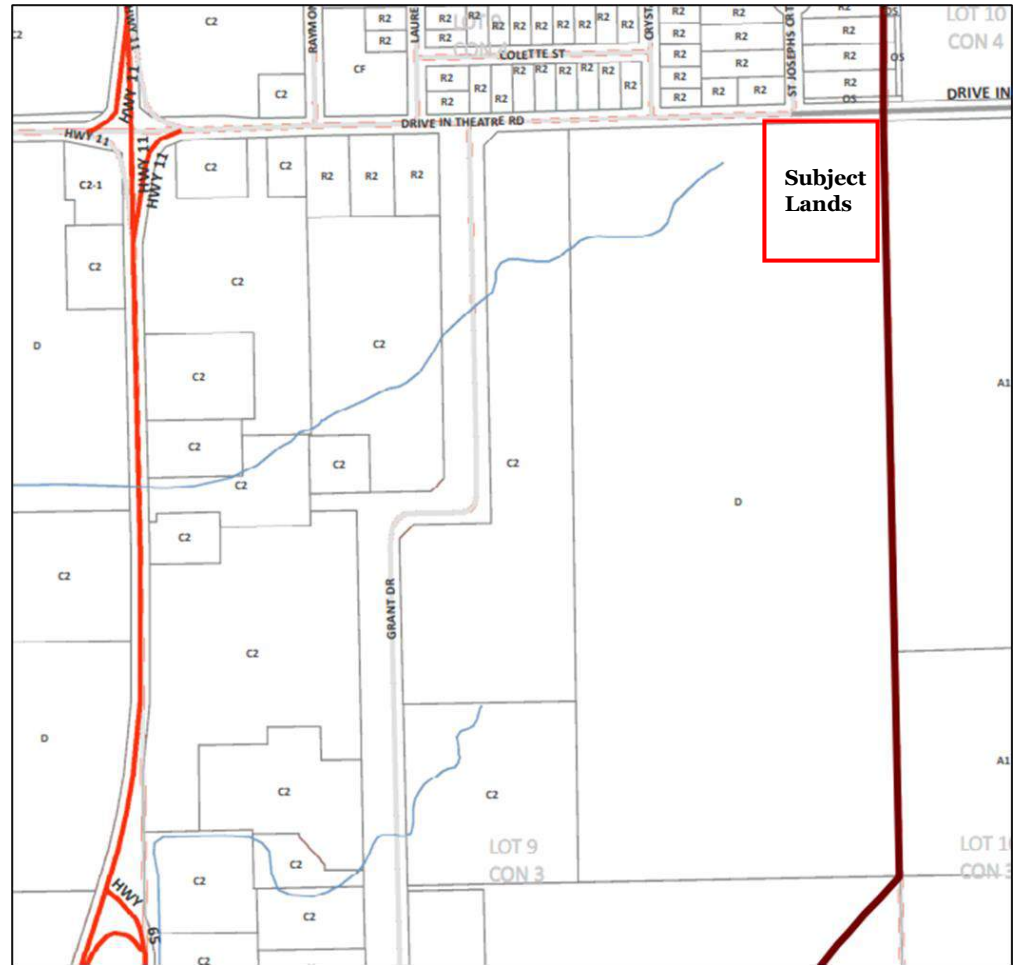
Official Plan

- Lands are designated Mixed-Use Areas.
- The designation permits a mix of industrial, commercial, institutional uses, and associated accessory uses and public service facilities and residential uses compatible with a Mixed-Use Area.
- All uses will be implemented with a Zoning Bylaw Amendment and are subject to Site Plan Control.
- An Official Plan Amendment is not required for the proposed development.
- The proposed development conforms to the City of Temiskaming Shores Official Plan.



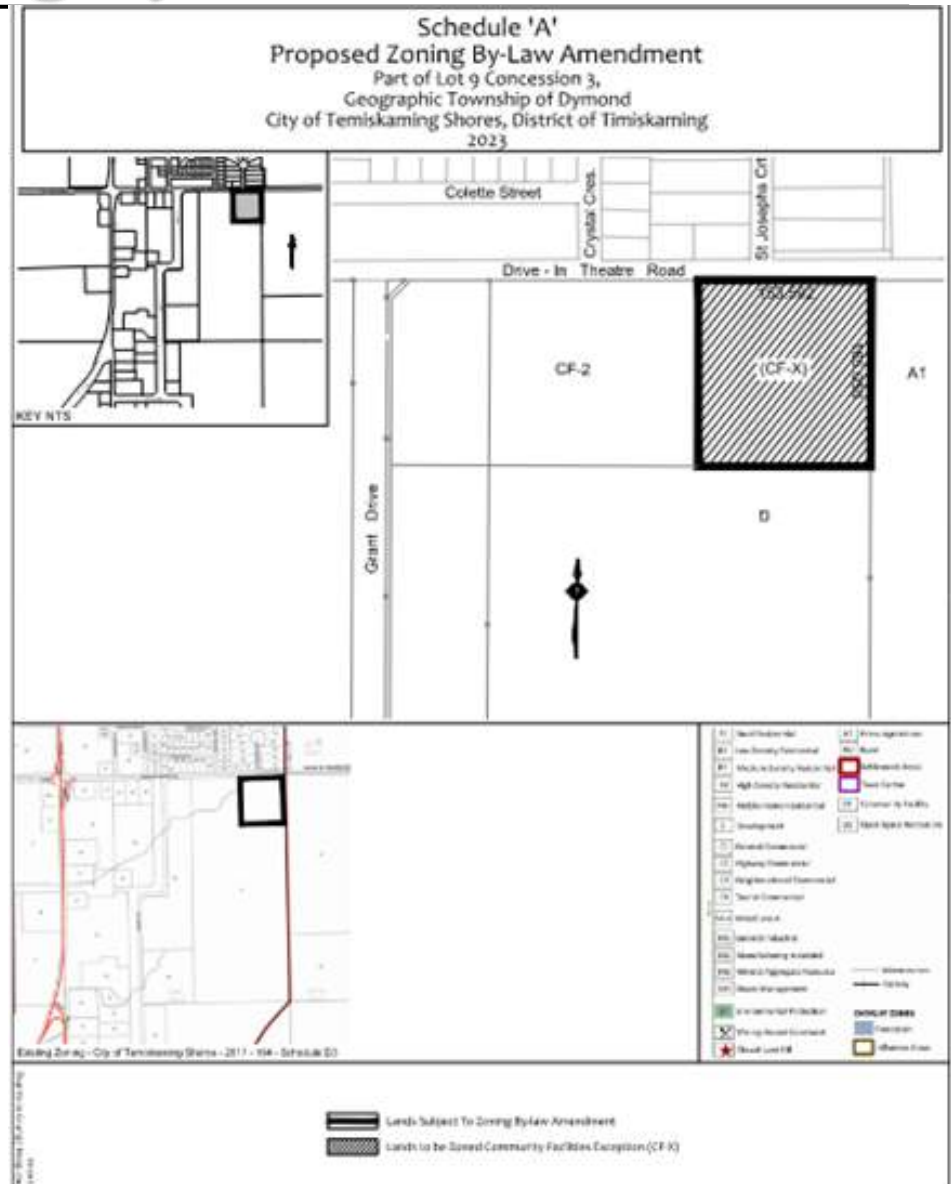
Zoning By-Law 2017-154

- Lands are zoned Development (D)
- Proposed uses are not permitted by the current zoning.
- Zoning By-Law Amendment is required.
- Exceptions have been requested to permit a range of institutional uses, residential uses associated with the development and to recognize an increase in height.



Proposed Zoning By-Law Amendment

- A Zoning By-law Amendment is requested to rezone the lands to Community Facilities Exception (CF-X)
- Exception requested to permit the range of institutional uses proposed including residential uses for seniors and staff, and to permit a maximum building.



Conclusions

- Proposed development is within the Settlement Boundary of Dymond, within the Built Boundary, and allows for development of the lands in an established mixed use area.
- Proposed housing and services will contribute to the options available to seniors, and will generate jobs within the health services sector to support a skilled workforce.
- Lands serviced by municipal water and sewer infrastructure.
- Lands are located within walking distance to various commercial, retail, and open space uses, as well as institutional uses and public transit.
- Proposed development is compatible and consistent with the existing development in the surrounding area; development is expansion of lands to west.
- Proposal conforms with the Places to Grow Growth Plan for Northern Ontario, is consistent with the Provincial Policy Statement, and conforms with applicable policies of the Official Plan.
- Proposed development represents good planning and promotes development in an area that has opportunity for growth.

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: November 7, 2023
Subject: 2023 Infrastructure Upgrades Update and Change Orders
Attachments: Attachment No. 1: Pedersen Construction Invoice for Pipe Revisions Jaffray Street
Attachment No. 2: Pedersen Construction Invoice for Extra Asphalt Jaffray Street

Mayor and Council:

Approved in the 2023 Capital Works were two projects that are 100% funded via Northern Ontario Resource Development (NORDS) Fund, Jaffray Street Storm Reconstruction and the West Road Culvert Reline. The projects were awarded to Pedersen Construction by By-law No. 2023-082. Quotes were provided by Pedersen with general understanding and scope of work.

Jaffray Street Storm estimated and approved budget: \$ 264,400.00

West Road Culvert Reline estimated and approved budget: \$ 94,500.00

Contingency Allowance estimated but not approved: \$ 17,945.00

Contingency was eliminated from the agreement in an effort to reduce cost, however likely should have remained due to the unknowns surrounding the work.

Jaffray Street project is 100% complete with only 10% Holdback left remaining on the invoice.

Two Change Orders were submitted during the work, and both were approved by Staff as per the Procurement Policy:

1. Pipe Extra on Jaffray - \$ 3,530.06
 - a. Increase in Storm CSP pipe diameter to accommodate greater flows and minor percentage slope. Also accommodate design change to slope road away from homes.

2. Asphalt Extra - \$ 10,850.00

- a. Extra Asphalt required to tie into driveways and make road a little wider to accommodate painted travel path in the future.

Any extras to the contract will be funded through NORDS.

West Road Culvert is 10% completed. Pedersen has built an access road down to the outlet of the Culvert. As of October 31st, Pedersen has notified City Staff that they will be completing the work in the next couple of weeks.

1. Evidently, no Change Orders are submitted for this work. In the nature of Risk Management, potentials threats include: existing Culvert diameter non-uniformity resulting in slip liner lodged in steel. Best efforts made sure Culvert is round, circular, and ready to accept pipe, but anything can happen. Any changes will be dealt with accordingly at the time of construction.

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

Contract Change Order

Project Title:	2023 Infrastructure Upgrades		
Change Order No.:	01		
Contractor/Consultant:	Pedersen Construction (2013) Inc.		
Contract Value:	\$ 358,900.00		
By-Law No.:	2023-082	CO Value:	\$ 3,530.06
Date:	October 6 th , 2023	Current Contract Value:	\$362,430.06

Project Description

The City entered into an agreement with Pedersen Construction (2013) Inc. through By-law No. 2023-082 for municipal infrastructure upgrades along Jaffray and Spruce Street in New Liskeard, and a Culvert Reline on West Road in Haileybury.

Description of Contract Change Order

The projects were tendered in the spring of 2023. Jaffray Street Storm rehab scope of work included the replacement of existing Storm CSP with the same size material (like-for-like). However, pending actual location of invert at the existing Catchbasin where the tie in point was and the point where the new catchbasin was going, it was determined at that time an upsize CSP diameter was required. This allowed for greater capacity in the system due to small percent grade change. The City was given a credit for the smaller pipe; nonetheless, the larger size diameter and thickness did come with a small cost increase, in the amount of \$3,530.06.

Attachments

Pedersen Construction Change Order Summary.

Reviewed and recommended for
approval by:

Mitch McCrank, CET
Manager of Transportation Services



PEDERSEN CONSTRUCTION (2013) INC.

177246 Bedard Road, New Liskeard, ON P0J 1P0

(705) 647-6223 Fax (705) 647-8851

October 6, 2023

City of Temiskaming Shores
325 Farr Drive, P.O. Box 205
Haileybury, ON P0J 1K0

Attention: Mitch McCrank, C.E.T.
Manager of Transportation Services
Tel: 705-672-3363 ext. 4113

Email: mmccrank@temiskamingshores.ca

Dear Mitch,

Re: PW-RFQ-003-2023 – 2023 Infrastructure Upgrades
Quote for Pipe Revisions on Jaffray Street

Following the tender closing for the above project, a design change was made to revise the storm pipe from 1.6mm thick 300mm dia. galvanized CSP to 2.0mm thick 450mm dia. galvanized CSP. While the total quantity of pipe was reduced, the total costs increased as a result of the new pipe type. The additional costs to the project are as follows:

Item	Quantity	Unit	Unit Rate	Cost
300mm dia. CSP Pipe (Credit)	89	m	\$79.02	(\$7,032.78)
450mm dia. CSP Pipe	77	m	\$131.20	\$10,102.40
			Cost Difference	\$3,069.62
			PCI Markup 15%	\$460.44
			Total	\$3,530.06

Notes:

- (1) HST Extra.
- (2) Please issue a change order to the contract.

Yours truly,

Scott Beeson, P. Eng.
Project Engineer



Atlantic Industries Limited
Toll Free 1-877-245-7473

640 Waydon Drive
Ayr, ON, N0B 1E0
(519) 622-8600

QUOTATION

Quote #: E2023-1773-R00
Tender Close Date: 29/06/2023
Quote Date: 23/06/2023
Page: 1 of 2
F.O.B: **PREPAID JOBSITE**
Delivery Leadtime: 3-4 weeks

COMPANY		PROJECT INFORMATION			
PEDERSEN CONSTRUCTION INC BOX 2409 177246 BEDARD ROAD NEW LISKEARD, ON, P0J 1P0, CANADA T 705-647-6223, F 705-647-8851		Jaffray St - CSP New Liskeard			

#	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED PRICE
1	1.6MM 300MM GALV CSP (68 X 13)	M	89.00	\$79.02	\$7,032.78
77m and 12m RUNS. C/W 11 COUPLERS					

Total \$7,032.78

Did you know that you saved **2.37 tonnes of CO₂e*** by choosing steel over concrete for this project?
That is equivalent to driving a passenger car **9,552 km's****.

Notes.

* CSPI Environmental Product Declaration - SCS-EPD-05002, CCPA EPD - ASTM Certified, AGE CO LCA of CSP vs RCP (Nov 2020)
** U.S. Environmental Protection Agency.

The terms and conditions of this quotation is subject to our ability to operate and source needed materials during the current pandemic of COVID-19. In the event of a production stoppage or supply interruption due to this pandemic, we will notify you immediately. We shall not be liable for any damages or delay charges due to a COVID-19 production and supply chain issue. Once we are able to produce or procure the material we will update any lead times affected. We appreciate your understanding and cooperation during this difficult time for all of us.

Taxes are extra.

Terms of sale: CUST NET 30 / CLIENT NET 30
Quotation firm for acceptance with 30 days.

Ryan Knee
Technical Sales Rep
E rknee@ail.ca
T 519-639-5663



Atlantic Industries Limited
Toll Free 1-877-245-7473

640 Waydom Drive
Ayr, ON, N0B 1E0
(519) 622-8600

QUOTATION

Quote #: E2023-2224-R00
Tender Close Date: 18/08/2023
Quote Date: 16/08/2023
Page: 1 of 2
F.O.B.: PREPAID JOBSITE
Delivery Leadtime: 1-2 weeks

COMPANY	PROJECT INFORMATION
PEDERSEN CONSTRUCTION INC BOX 2409 177246 BEDARD ROAD NEW LISKEARD, ON, P0J 1P0, CANADA T 705-647-6223, F 705-647-8851 Contact CLINT	TS Infrastructure Upgrades - Culvert - ADD ON NEW LISKEARD ONT

#	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED PRICE
1	2.0MM 450MM GALV CSP (68 X 13)	M	77.00	\$131.20	\$10,102.40
11 PCS - 7M LONG C/W 10 COUPLERS 30CM WIDE					

Total \$10,102.40

Did you know that you saved 2.19 tonnes of CO₂e* by choosing steel over concrete for this project?
That is equivalent to driving a passenger car 8,827 km's**.

Notes:

* CSPI Environmental Product Declaration - SCS-EPD-05002, CCPPA EPD - ASTM Certified, AGECO LCA of CSP vs RCP (Nov 2020)
** U.S. Environmental Protection Agency

The terms and conditions of this quotation is subject to our ability to operate and source needed materials during the current pandemic of COVID-19. In the event of a production stoppage or supply interruption due to this pandemic, we will notify you immediately. We shall not be liable for any damages or delay charges due to a COVID-19 production and supply chain issue. Once we are able to produce or procure the material we will update any lead times affected. We appreciate your understanding and cooperation during this difficult time for all of us.

Taxes are extra.
Terms of sale: CUST NET 30 / CLIENT NET 30
Quotation firm for acceptance with 30 days.

RYAN KNEE
Technical Sales Rep
E rknee@ail.ca
T 519-639-5663

Contract Change Order

Project Title:	2023 Infrastructure Upgrades		
Change Order No.:	02		
Contractor/Consultant:	Pedersen Construction (2013) Inc.		
Contract Value:	\$ 358,900.00		
By-Law No.:	2023-082	CO1 Value:	\$ 3,530.06
		CO2 Value:	\$ 10,850.00
Date:	October 11 th , 2023	Current Contract Value:	\$373,280.06

Project Description

The City entered into an agreement with Pedersen Construction (2013) Inc. through By-law No. 2023-082 for municipal infrastructure upgrades along Jaffray and Spruce Street in New Liskeard, and a Culvert Reline on West Road in Haileybury.

Description of Contract Change Order

The projects were tendered in the spring of 2023. Jaffray Street Storm rehab scope of work included the replacement of asphalt along Jaffray and Spruce Streets.

Quantities for asphalt were estimated and included in the Tender documents. During construction additional Asphalt was needed to tie in driveways and business entrances to accommodate the grade of the road. Also, there was a small addition of Asphalt to make the road slightly wider on the West Side to allow for a future painted pathway connecting pedestrian pathways from the future site of the Onter Northlander to City main roads.

The overrun amounted to an additional 217 m², in the amount of \$10,850.00.

Attachments

Pedersen Construction Change Order Summary.

Reviewed and recommended for
approval by:

Mitch McCrank, CET
Manager of Transportation Services



PEDERSEN CONSTRUCTION (2013) INC.

177246 Bedard Road, New Liskeard, ON P0J 1P0

(705) 647-6223 Fax (705) 647-8851

October 11, 2023

City of Temiskaming Shores
325 Farr Drive, P.O. Box 205
Haileybury, ON P0J 1K0

Attention: Mitch McCrank, C.E.T.
Manager of Transportation Services
Tel: 705-672-3363 ext. 4113

Email: mmccrank@temiskamingshores.ca

Dear Mitch,

Re: PW-RFQ-003-2023 – 2023 Infrastructure Upgrades
Quote for Extra Asphalt

The tender amount of asphalt to be replaced on Jaffray Street and Spruce Street as part of the above project was 2,621 m². Additional asphalt was required in order to properly tie in the existing paved entrances with the new grades on the two streets, bringing the total asphalt placed to 2,838 m². The resulting additional costs to the project are as follows:

Item	Quantity	Unit	Unit Rate	Cost
Superpave 12.5 (50 mm Lift)	217	m ²	\$50.00	\$10,850.00
Total				\$10,850.00

Notes:

- (1) HST Extra.
- (2) Please issue a change order to the contract.

Yours truly,

Scott Beeson, P. Eng.
Project Engineer

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: November 7, 2023
Subject: Automotive Materials Stewardship Inc. – By-law Amendment
Attachments: Amending Agreement (Draft By-law)

Mayor and Council:

At the Regular Council Meeting held on February 1, 2022, Council approved entering into an agreement with Automotive Materials Stewardship Inc. (AMS), through By-law 2022-016, to provide funding to support the City's annual Household Hazardous Waste Collection Event.

AMS is a Producer Responsible Organization (PRO) that provide financial assistance for the collection of used antifreeze, oil containers and oil filters.

On October 12, 2023, staff received communication from AMS identifying that a payment review was completed by the Municipal Waste Association (MWA) to ensure fair and appropriate compensation was being provided to communities collecting materials on their behalf. After review of multiple scenarios, MWA recommended a 15.9% increase in payments which reflects an increase from \$ 2,200/tonne to \$ 2,550/tonne.

AMS has accepted this recommendation and has provided staff with the required Amending Agreement. For administrative ease, AMS have also included language in the Amending Agreement that allows them to provide future increases to payment rates by providing written notice, rather than through an additional amendment.

As a result, Staff is recommending that Council approve the amendment to By-law 2022-016, to reflect the above noted changes.

Prepared by:

"Original signed by"

Steve Burnett
Manager of Environmental Services

Reviewed and submitted for Council's
consideration by:

"Original signed by"

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to amend By-law No. 2022-016 to enter into an Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive materials (oils, oil filters and antifreeze) collected as part of the Household Hazardous Waste 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 considered Administrative Report No. PW-002-2022 at the February 1, 2022 Regular Council meeting, and directed staff to repeal By-law No. 2017-070 and associated amendments, and to prepare the necessary by-law to enter into a new agreement with Automotive Materials Stewardship Inc. to provide funding for the material collected at the City's annual Household Hazardous Waste Collection Event, for consideration at the February 1, 2022, Regular Council meeting; and

Whereas Council adopted by-law No. 2022-016 being a by-law to enter into an Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive materials (oils, oil filters and antifreeze) collected as part of the Household Hazardous Waste Collection Event, at the February 1, 2022 Regular Meeting; and

Whereas Council considered Memo No. 026-2023-PW at the November 7, 2023 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2022-016, to enter into an Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive materials collected as part of the Household Hazardous Waste Collection Event, to increase the rate paid by AMS to the Collector from \$2,200 per tonne to \$2,550 per tonne, for consideration at the November 21, 2023 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 sign the Amending Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive Materials (oils, oil filters and antifreeze) collected as part of the City's Household Hazardous Waste Collection Event, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That Schedule "B" (Payment for Collection Services) to By-law No. 2022-016 (Agreement with Automotive Materials Stewardship Inc. (AMS) for Automotive Materials collected as part of the City's Household Hazardous

Waste Collection Event), be deleted in its entirety and replaced with Schedule "B", a copy attached hereto and forming part of this by-law.

1. That this by-law shall come into force and effect on January 1, 2024.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law

Read a first, second and third time and finally passed this 21st day of November, 2023.

Mayor

Clerk



Schedule “A” to

By-law No. 2023-000

**Amending Agreement with Automotive Materials Stewardship Inc. (AMS)
for Automotive Materials (oils, oil filters and antifreeze) collected as part of
the City’s Household Hazardous Waste Collection Event**

MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 1st day of January, 2024 (the "**Effective Date**").

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")

- and -

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES ("COLLECTOR")

(collectively, the "Parties")

WHEREAS AMS and the Collector entered into a Municipal & First Nations Automotive Materials Services Agreement effective October 1, 2021 (the "**Agreement**"); and

AND WHEREAS AMS and the Collector are mutually desirous of making changes to the Agreement.

NOW, THEREFORE in consideration of the promises and the mutual obligations and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMS and the Collector hereby agree as follows:

1. Amendment

- a. Schedule "B" to the Agreement is hereby replaced with the new Schedule "B" attached hereto this Amending Agreement as Appendix A.
- b. Except for this change, all other terms of the Agreement remain the same.
- c. The Agreement is modified only by the express provisions of this Amending Agreement, and, except as so modified, the Agreement shall remain unchanged and in full force and effect.

2. Miscellaneous

- a. This Amending Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- b. If any provision of this Amending Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Amending Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

- c. This Amending Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- d. In the event of any inconsistency between the terms of this Amending Agreement and the terms of the Agreement, the terms of this Amending Agreement shall prevail to the extent of any such inconsistency.
- e. This Amending Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the parties with respect thereto, whether written or oral, and whether made prior to the date first written above.
- f. This Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

[the rest of this page is left intentionally blank]

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

By:  _____

Name: David Pearce

Title: Executive Director

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

By: _____

Name:

Title:

By: _____

Name:

Title:

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Amendment to AMS, Collector and the first signatory represent that no additional signatories are required).



Schedule "B" to

By-law No. 2023-000

Schedule "B" – Payment For Collection Services

APPENDIX A

SCHEDULE “B” – PAYMENT FOR COLLECTION SERVICES

1. AMS will pay the Collector for Automotive HSP Collection Services as follows:
 - (a) For Material Management Services – Depot, AMS will pay the Collector the rate of \$0.00 per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule “A”, to be paid in 0 equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by 0 and multiplied by the Hourly Rate.
 - (b) For Material Management Services – Event, AMS will pay the Collector a rate of \$2550.00 per tonne of Automotive HSP plus applicable taxes.
 - (c) For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of \$0.00 per tonne of Automotive HSP plus applicable taxes.
2. Notwithstanding Section 16.1, AMS may increase a payment rate, as identified above, without requiring an amendment. Collector will be notified of any increase to a payment rate a minimum of thirty (30) days in advance through written notice, as per Section 9.0.

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: November 7, 2023
Subject: Transportation/ Operations/ Fleet Report
Attachments: N/A

Mayor and Council:

The Transportation Department would like to provide verbal updates on items that may be of interest.

1. Operations
 - a. Winter Operations has officially started.
 - b. While weather is good, we continue with general maintenance and small construction projects.
 - c. Few Road Closures this month – Remembrance Day, Haileybury Night of Lights, New Liskeard Tree Lighting, Village Noel, Santa Parade.
 - d. Ditching efforts in prep for Winter.
2. Transportation Study – Downtown Cores
 - a. Open House was a success.
 - b. Review of comments and updating report.
 - c. Presentation to Council likely in December.
3. Completed Projects since last update.
 - a. Jaffray Street
4. Planned Projects
 - a. West Road Culvert Reline
 - b. Oak Street Dead End.
 - i. Update grade and slope of road to effectively remove surface water.
 - ii. Repair catchbasin

Prepared by:

“Original signed by”

Mitch McCrank, CET
Manager of Transportation Services

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: November 7, 2023
Subject: Contract Extension – Symbols Painting
Attachments: Appendix 01: Draft By-law to Amend By-law No. 2023-037

Mayor and Council:

Each year the City of Temiskaming Shores procures the services of a qualified contractor for the supply and application of Asphalt Symbols and Marking Painting services at various locations within the City of Temiskaming Shores.

The work consists generally of retracing existing pavement markings comprised of items such as: accessible spots, intersections, stop blocks, directional arrows, etc.

In 2023, Grass King Inc. was the successful bidder and awarded the contract at the prices set out in the contract. Grass King performed their duties exceptionally well and no issues with performance were noted.

For the contract year 2024, an extension request was provided to Grass King by the Manager of Transportation Services. Grass King has accepted the offer to keep the existing schedule of items and prices at the same cost (i.e. unit cost of \$41,182.00 plus applicable taxes).

The current contract has an Extension provision reading, “*The term of the contract or purchase order may be extended for 1 year with all terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension. At the City’s sole discretion, the negotiating of terms may be applicable in the best interests of the City.*”

As such, an extension of the contract to include one more year is reasonable with the limited vendor options for this service and in consideration of costs, the 2024 costs remain the same.

It is staff’s recommendation to extend the agreement with Grass King for Asphalt Marking and Symbols Painting Services for an additional year. The cost associated with this service is budgeted appropriately within the Transportation, Line Painting Operating budget.

Prepared by:

“Original signed by”

Mitch McCrank, CET
Manager of Transportation Services

Reviewed and submitted for Council’s
consideration by:

“Original signed by”

Amy Vickery, CMO
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to amend By-law No. 2023-037 to enter into an agreement with Grass King Inc. for Asphalt Markings and Symbol Painting Services – One Year Extension

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

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

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

Whereas Council considered Administrative Report No. PW-004-2023 at the April 4, 2023 Committee of the Whole meeting, and adopted By-Law No. 2023-037 to enter into an agreement with Grass King Limited for Asphalt Marking and Symbol Painting at the April 18, 2023 Regular Council meeting; and

Whereas Council considered Memo No. 028-2023-PW at the November 7, 2023 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2022-037 to extend the contract term to July 1, 2024, in accordance with the Extension of Contract or Purchase Order provision of said By-law, at the same unit cost of \$41,182.00 plus applicable taxes, for consideration at the November 21, 2023 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. 2023-037, be hereby amended by removing and replacing the wording in item (c) under Article I, with the following:
 - c) Complete, as certified by the Manager of Transportation Services, all the work by **July 1st, 2024.**
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 21st day of November, 2023.

Mayor

Clerk

DRAFT

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: November 7, 2023
Subject: Environmental Department Update
Attachments: N/A

Mayor and Council:

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

Operations

The Environmental Department continues with the yearly maintenance of the Sanitary Collection and Water Distribution Systems within the City. This maintenance includes:

- **Sanitary Main Flushing** – The regular flushing program has been completed. Staff are currently in the process of completing the bi-annual flushing program for problem areas.
- **Hydrant Winterization** – Due to a well pump failure at the New Liskeard Water Treatment Plant, Staff modified this program in where strategically selected hydrants will be flushed for watermain cleaning. All other hydrants will be winterized only.

Staff continue to repair watermains and services as they surface. As of November 1, 2024, there have been a total of 83 watermains and services repaired throughout the City.

Capital Projects

- **ICI Water Meter Program (Carryover)** – Reoccurring meetings have been scheduled with Neptune to ensure that scheduling of appointments is completed.
- **Haileybury Water Treatment Plant Filter Rehabilitation #2** – This project has been awarded to Continental Carbon Group. Scheduled to start in November.
- **Robert/Elm Pumping Station – Overflow Installation** – This project has been awarded to LUA Construction. The pump has arrived, and construction is scheduled to start in November.

- **Albert St Reconstruction** – Phase 1 has been completed and was on budget. The City has assumed Albert St. for winter maintenance. Phase 2 will commence in the Spring of 2024.
- **Montgomery Street Design** –Shaba Testing Services Ltd. continue to work on the design and is on track to be completed in December.
- **NL Landfill Expansion** – The expansion is now complete. The Landfill opened as scheduled on Oct. 17 and is operating very smoothly. With the transition from the volume to weight tipping fee collection system, a revenue analysis will be completed after 6 months of operation. This analysis will identify if adjustments to the tipping fee schedule are required. A report will be presented to Council in the Spring of 2024.

Prepared by:

“Original signed by”

Steve Burnett
Manager of Environmental Services

Subject: Street Light Request – Broadwood,
north of Lakeshore

Report No.: PW-024-2023

Agenda Date: November 7, 2023

Attachments

Appendix 01: Email Request dated October 6th, 2023 – Steve Cox, Housing
Services Manager - DTSSAB

Appendix 02: Photographs

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-024-2023; and
2. That Council directs staff to install a new streetlight at the approved location (Pole No. 1) on Broadwood Avenue, at a cost of \$2,150 paid from the operations maintenance budget.

OR

3. That Council directs staff to install a new streetlight at the approved location (Pole No. 3) on Broadwood Avenue, at a cost of \$4,850 paid from the operations maintenance budget.

Background

In correspondence received from Mr. Steve Cox, dated October 6th, 2023, (Appendix 1), the author requested that consideration be given to the placement of a street light along Broadwood Avenue in the vicinity of the newly built Zach's Crib and the existing Manor Parking Lot, approximately fifty meters from the Lakeshore Road intersection, to improve the lighting in this zone.

Mr. Cox indicates that the light is required to improve the lighting in the general area where additional pedestrians and traffic will be present, particularly during the winter season, when it is often very dark. City Staff have asked Zach's Crib to install lighting on their building which meets the required property standards by-law and the zoning by-law, which they have obliged, however, they still wish for consideration in the area.

Analysis

Public Works staff and Street Light Contractor, Miller Maintenance, visited the site on October 6th, 2013 to inspect the area in question and to determine the feasibility of installing a street light, as requested.

Zach's Crib and the Manor Parking Lot are located in a residential neighbourhood, however this section of Broadwood would be considered non-dense.

Street lighting in this section of the municipality consists of 60-watt LED luminaries, or equivalent, placed on utility poles approximately 100 meters apart. Currently, luminaries are placed on every pole along Lakeshore Road (including the pole located at the North corner at the Broadwood Ave. intersection) and the pole north of the Dymond / Maple and Broadwood intersection.

As shown in Appendix 2 – being the photographs of the area, Broadwood Ave is visibly challenged, considering the proximity to a busy intersection, where traffic movement counts identify a high total of vehicle turning left from Lakeshore onto Broadwood. Also, the West side of the street is lined with a dense tree canopy which limits existing lighting during the spring to fall seasons.

There are three poles that are in proximity to the area in question. Miller Maintenance was tasked to determine the feasibility and associated costs with a new installation. Miller Maintenance has assessed and have provided the following comments (See image below):

1. Pole #1 – Out front of Zach's Crib
 - a. Close proximity to Zach's Crib front entrance
 - b. Existing Hydro on Pole, however, also has 3 transformers.
 - c. Likely the least expensive.
2. Pole #2
 - a. Further north of Pole #1
 - b. Bring Hydro to Pole
 - c. Closer to residential dwelling
3. Pole #3
 - a. West side of Broadwood
 - b. Coordinate with Bell
 - c. Must install guy wire from existing pole into parking lot.
 - d. Bring Hydro from across the street.



The condition and locations of the existing poles are all adequate to install a new light, pending any upgrades that are needed to meet the electrical code.

City Staff and the Contractor both recommend placing a new light on Pole #1.

1. Satisfies the request.
2. Ambient light for both roadway, sidewalk and parking lot users.
3. Adds light to turning vehicles from Lakeshore.

Pole #3 would also be an alternative. However, The City and our contractor would need coordination with Bell and the Manor for the addition of Guy wires. Pole# 3 location is also a higher cost. Pole #2 is not recommended.

Capital Cost Table

Pole Number	Scope of Work	Budgetary Cost
Pole #3	Supply and Install arm, Light, Duplex Cables, and two Guy anchors	\$4,850.00
Pole #1	Supply and Install arm, light	\$ 2,150.00

Relevant Policy / Legislation / City By-Law

- 2023/24 Public Works Operating Budget

Consultation / Communication

- Consultation with DTSABB and Zach's Crib Board members.
- Consultation with Public Works staff and Contractor

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 ☐

Funding for the material, labour and equipment required to install an additional streetlight at this location would be obtained from the current operations maintenance budget. Due to backlog, I would assume this light connection would not be in service until 2024. The Cost for extra Hydro is estimated around \$58.58 per year.

Climate Considerations

Climate Lens has been complete. Based on the results there are no expectations for increased GHG emissions, increased temperature, or increased precipitation based on this contract. Light will be a 60-watt LED fixture.

Alternatives

Alternatives include installing one of the other two pole locations or doing nothing. Note that Zach's Crib is also installing additional exterior lighting for their property.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

Bahm <mbahm@temiskamingshores.ca>

Cc: Shelly Zubyck <szubyck@temiskamingshores.ca>

Subject: FW: Darkness around Zack's Crib and the Manor

Importance: High

Thanks!

Jennifer Pye, MCIP, RPP

Planner

Office 705 672 3363 ext. 4105

From: Steve Cox <cox@dtssab.com>

Sent: Friday, October 6, 2023 8:14 AM

To: Jennifer Pye <jpye@temiskamingshores.ca>

Cc: Yves Paille <>; Robert Falardeau <>; Mark Stewart <>

Subject: Darkness around Zack's Crib and the Manor

Importance: High

October 6, 2023

Good Morning Jennifer,

I have attached photos of the Zack's Crib – Manor area last night after dark.

As you can see it is quite dark and it could pose a safety issue when Zack's Crib opens later this fall.

Not sure how this slipped through the cracks, but I would like your input regarding the process for additional street lighting.

Hope you have a great long weekend.

Thanks,

Steve Cox

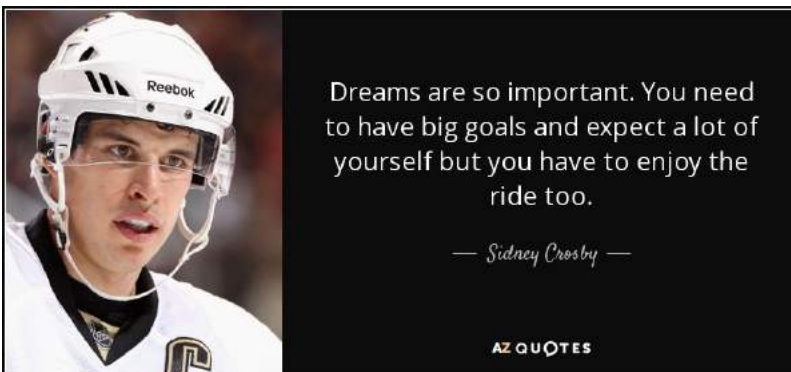
Housing Services Manager

The District of Timiskaming Social Services Administration Board

29 Duncan Ave N, PO Box 310, Kirkland Lake, ON P2N 3H7

P: 705.567.9366 ext. 3243 | F:705.567.1942

cox@dtssab.com







Subject: 2024 Transit Fare Increase

Report No.: PW-025-2023

Agenda Date: November 7, 2023

Attachments

N/A

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2023; and
2. That Council endorses and approves the recommendation from the Temiskaming Transit Committee to increase Transit Passes & Fares effective January 1, 2024, as indicated below:

a. Monthly Passes

Type	Proposed	Existing
Adult Pass	\$ 100.00	\$ 90.00
Student and Senior Pass	\$ 80.00	\$70.00

b. Individual Cash Fare

Type	Proposed	Existing
Adult Pass	\$ 4.00	\$ 3.75
Student and Senior Fare	\$ 3.75	\$3.50

c. Book of Ten Tickets

Type	Proposed	Existing
Adult Booklet	\$ 40.00	\$ 37.50
Student and Senior Booklet	\$ 37.50	\$35.00

Background

On October 19, 2023, the Temiskaming Transit Committee reviewed the financial analysis for the 2023 and the 2024 operating and capital budget and have decided that an increase monthly passes by \$10.00 dollars each and increase cash fares by \$0.25 per fare. The increases are intended to offset some of the pressures in our operating costs and offset some of the debt repayment.

The Transit Committee passed a formal resolution recommending that the City of Temiskaming Shores and the Town of Cobalt approve an increase in fares effective January 1, 2024, as shown below.

Analysis

The combined municipal subsidy of the Transit System in the current year of 2023 was estimated at \$455,536 - the City of Temiskaming Shores contributes 86.81% (\$395,451) and the Town of Cobalt contributes 13.19% (\$60,085). Keep in mind the estimated transit revenues was factoring in a large increase in fares but never occurred due to other factors.

Note that those amounts are estimated based on the net difference between expenses and revenues. Due to disruptions to service at the beginning of 2023, operation changes and reduction in revenues, it is estimated that the actual subsidy will be greater than estimated.

In an effort to reduce this significant increase to the municipal subsidy in the coming year, the Transit Committee reviewed fares and other sources of revenue. The following is a summary of the proposed changes and their potential impact to the 2024 Transit Budget:

Increased fares	\$ 41,480
Increased advertising revenue	\$ 5,000
Increased Provincial Gas Tax	\$ Unknown at this Time.
TOTAL	\$ 46,480

Based on the proposed changes, the combined municipal subsidy of the Transit System for 2024 would increase to \$539,490 with the City of Temiskaming Shores contributing an estimated \$468,331 and the Town of Cobalt contributing and estimated \$71,159.

Relevant Policy / Legislation / City By-Law

- 2023 Transit Operating Budget
- Draft 2024 Transit Operating Budget

Consultation / Communication

- Consultation with Temiskaming Transit Committee

Recommendation TC-2023-019

Moved by: Mayor Angela Adshead

Seconded by: Councillor Melanie Ducharme

Be it resolved that:

The Temiskaming Transit Committee hereby supports the following increases for monthly passes and individual fares, effective January 1, 2024:

Monthly Pass: Student/Senior - \$80/month (up from \$70)

Monthly Pass: Adult - \$100/month (up from \$90)

Individual Fare: Student/Senior - \$3.75 (up from \$3.50)

Individual Fare: Adult - \$4.00 (up from \$3.75)

CARRIED

- Consultation with City Manager and Treasurer

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 ☒

Climate Considerations

There are no climate considerations for this recommendation.

Alternatives

Leave the rates status quo – this alternative is not being recommended as it would result in greater deficit to the Transit Budget resulting in increased municipal subsidy for both Temiskaming Shores and Cobalt.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
 Manager of Transportation Services

Amy Vickery, CMO
 City Manager

Subject: Extension of Metrolinx Agreement

Report No.: PW-026-2023

Agenda Date: November 7, 2023

Attachments

Appendix 01 Metrolinx Multi-Year Governance Agreement

Appendix 02 Metrolinx Extension Request Letter, dated October 11, 2023

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-026-2023; and
2. That Council endorses and approves the recommendation from the Temiskaming Transit Committee to extend the Multi-Year Governance Agreement for Joint Transit Procurements facilitated by Metrolinx for an additional five (5) year term (April 1, 2024 to March 31, 2029) in accordance with Section 4.10 (a) of the Agreement.

Background

At the June 26, 2019 Temiskaming Transit Committee, the members agreed to continue its involvement with the Governance Agreement with Metrolinx, as it allows the City to partake in group purchasing and receive volume discounts on transit buses. Subsequently, a five (5) year governance agreement was signed for a term of April 1, 2019 until March 31, 2024 (Appendix 01).

On October 11, 2023, staff received an offer from Metrolink to extend the current Transit Procurement Initiative (TPI) Agreement for an additional 5 years, until March 31st, 2029 (Appendix 02).

Analysis

The TPI is a great tool for City staff as we look to purchase Transit capital items. We have used the program for multiple purchases including the most recent purchase of two transit buses. Group buying benefits include reduced manufactured costs, timely purchasing, and direct consultation with vendors.

There is no membership cost associated with our inclusion in the program, rather a percentage fee that comes at the time of purchase when buying through the program. It is invoiced separately from Vendor by the Metrolinx team.

Relevant Policy / Legislation / City By-Law

- Procurement Policy

Consultation / Communication

- Consultation with Temiskaming Transit Committee

Recommendation TC-2023-018

Moved by: Councillor Mark Wilson

Seconded by: Councillor Melanie Ducharme

Be it resolved that:

The Temiskaming Transit Committee hereby supports the continuation of the Transit Procurement Initiative Agreement between the City of Temiskaming Shores and Metrolinx.

CARRIED

- Consultation with City Manager.

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 ☒

Climate Considerations

There are no climate considerations for this recommendation.

Alternatives

Alternatives such as not renewing membership and driving staff to draft, review and supply traditional tenders for complicated items is not recommended.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

EXECUTION VERSION

MULTI-YEAR GOVERNANCE AGREEMENT

FOR JOINT TRANSIT PROCUREMENTS FACILITATED BY METROLINX, 2019-2024

April 1, 2019

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**MULTI-YEAR GOVERNANCE AGREEMENT FOR JOINT TRANSIT
PROCUREMENTS FACILITATED BY METROLINX**

THIS AGREEMENT is made as of April 1, 2019 (the “**Effective Date**”),

BETWEEN: **METROLINX**;

AND: such **PURCHASERS** as may be added from time to time in accordance with the Agreement.

WHEREAS Metrolinx has a mandate to act as the central procurement agency for local transit systems across Ontario;

AND WHEREAS Metrolinx has worked with the transit service providers of various Ontario municipalities to facilitate joint procurements of transit system vehicles, equipment, technology, facilities and related supplies and services;

AND WHEREAS Metrolinx and the parties that are added to this Agreement from time to time (each, a “**Party**” and collectively, the “**Parties**”) recognize the value of the joint procurement process in consolidating transit needs to achieve economies of scale, collaboration, and reducing time and costs associated with the public procurement process by standardizing the Procurement Documents, thereby allowing transit systems to focus on core competencies; making it more convenient for Ontarians to access transit services in their communities, connect with other transit systems, and travel across the province of Ontario;

AND WHEREAS the previous multi-year governance agreement governing the joint procurement process expired on December 1, 2018 (the “**Former Governance Agreement**”);

AND WHEREAS the Parties now wish to enter into a Multi-Year Governance Agreement to govern the various joint procurements to be facilitated by Metrolinx during the five year period beginning April 1, 2019 and ending March 31, 2024, with an option to renew until March 31, 2029.

NOW THEREFORE in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both Parties, the Parties hereby covenant and agree with each other as follows:

SECTION 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, each capitalized term shall have the meaning attributed thereto in Schedule A.

1.2 Schedules and Order of Priority

The following are the schedules attached to and forming part of this Agreement:

Schedule	Descriptions of Schedules
A	Definitions
B	Communications Policy
C	Sample Terms of Reference
D	Purchaser Information
E	Sample Council/Board/Commission By-Law/Resolution
F	Confirmation Agreement

In the event of any conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall take precedence over the Schedules.

1.3 Entire Agreement

This Agreement shall constitute the entire Agreement and understanding between the Parties relating to the matters dealt with and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied, existing between the Parties at the Effective Date with respect to the subject of this Agreement. None of the Parties shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement or as mandated by federal or provincial law.

1.4 Governing Laws and Agreement

This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, which shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. Provided that the context allows, the remaining provisions shall be interpreted in the same way as they would have been had the severance not taken place.

1.6 No Partnership, Joint Venture or Corporation

The execution of this Agreement and the other arrangements with respect to the joint Procurements are not intended to create, and shall not be treated as having created, a general or limited partnership, joint venture, or corporation. No Party shall be liable for the acts, either of omission or commission, of any other Party to this Agreement.

1.7 Members of Council, Officers, Agents, etc.

Each Purchaser and its members of commissions, council, directors, officers, agents, contractors and employees are not, nor are they deemed to be, officers, agents, employees or officials of Metrolinx.

1.8 No Fiduciary Duties

Metrolinx shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Purchasers or any other person, or any other obligation other than as specifically stated in this Agreement.

1.9 Number and Gender

In this Agreement words in the singular include the plural and vice-versa and words in one gender include all genders.

SECTION 2 **PRINCIPLES OF JOINT PROCUREMENTS**

2.1 Key Principles

This Agreement shall be guided by the following key principles:

- (a) Metrolinx shall comply with any Procurement Policies which it is required to follow when issuing any joint Procurement whereby proposals will be evaluated.
- (b) Metrolinx will facilitate the joint Procurement of certain transit system vehicles, equipment, technology, facilities and related supplies and services on behalf of the Purchasers.
- (c) Metrolinx shall work with a Steering Committee in undertaking each joint Procurement and shall prepare, in consultation with such Steering Committee, Terms of Reference setting out the specific terms applicable to the Procurement, substantially in the form attached hereto as Schedule C (Sample Terms of Reference);

- (d) The Terms of Reference shall be acknowledged in writing by the Steering Committee members representing those Purchasers that intend to participate in the particular Procurement, and shall form the basis for the draft Master Agreement to be included in the Procurement Documents for that Procurement;
- (e) Participation by Purchasers in any joint Procurement is voluntary up to the end of the Cooling Period following the Steering Committee's recommendations that Metrolinx enter into a Master Agreement with the successful Proponent, pursuant to Section 4.8 (*Award of a Master Agreement*).
- (f) Ownership of any Goods and/or Services to be procured and legal obligations related to any joint Procurement shall reside exclusively with the respective Purchasers, each of whom shall enter into a separate Purchase Agreement with the successful Proponent.
- (g) The term of any Master Agreement, including any additional option years exercisable at the discretion of the Purchasers ("**Option Years**"), if applicable, shall be determined by the Parties and set out in the Terms of Reference, the Master Agreement and the Purchase Agreements for the particular Procurement.
- (h) Subject to Section 4.2 (*Procurement Process*), the decision on whether or not to exercise the right to extend a Master Agreement for any Option Years, and to the extent any Option Year is exercised, the quantity of Goods and/or Services to be purchased, rests exclusively with each of the respective Purchasers.
- (i) Purchasers may be required to pay a participation fee in order to participate as a Purchaser in certain joint Procurements (the "**Participation Fee**"). The details of any applicable Participation Fee, including the payment process, shall be set out in advance in the Terms of Reference, the Master Agreement and the Purchase Agreement, as applicable, for the particular Procurement. Metrolinx's policy with respect to Participation Fees is subject to change at Metrolinx's sole discretion.
- (j) Metrolinx and the Purchasers will cooperate fully on all aspects of the joint Procurements including timely sharing of information and on-going two-way communication to promote informed decision making and budgeting.

SECTION 3 **STEERING COMMITTEES**

3.1 Steering Committee Membership

For each Procurement intended to be issued by Metrolinx pursuant to Section 3.5 (*Decisions of a Steering Committee*), there shall be a committee (the "**Steering Committee**") comprised of one representative from Metrolinx (the "**Metrolinx Member**") and one representative from each other Purchaser that intends to participate in that Procurement and has acknowledged the Terms of Reference as described in Section 2.1(d). For greater certainty, each Participating Metrolinx Division shall be considered a separate Purchaser and entitled to appoint its own representative. For each Steering Committee, Metrolinx and each Purchaser may also appoint one Alternate Member, who can act on the Member's behalf in the Member's absence at Steering Committee meetings.

3.2 Council By-Law, Resolution

The appointment of the Member and the Alternate Member by a Purchaser shall be confirmed by a by-law or resolution of the municipal council, commission, board of directors, or other governing body (as applicable) in a form consistent with Schedule E (Sample Council/Board/Commission By-Law/Resolution). The appointments shall refer to positions rather than specific individuals.

3.3 Votes

Each Purchaser participating in a Procurement shall, through their Member, have one vote on the Steering Committee for that particular Procurement. Consistent with its role as facilitator, the Metrolinx Member shall have no vote on any Steering Committee. For greater certainty, each Participating Metrolinx Division Member shall have its own vote.

3.4 Quorum

Unless otherwise provided in this Agreement, a quorum for the transaction of business at any meeting of a Steering Committee shall consist of at least two-thirds (2/3) of the total number of the Steering Committee Members eligible to vote. Members may be present either in person or by other means that permit all Members participating in the meeting to communicate with each other simultaneously and instantaneously. Wherever possible, the Steering Committee shall convene a meeting to conduct its business; however, in the absence of a meeting, the Steering Committee shall be authorized to make decisions and transact business with the unanimous written consent of all Steering Committee Members eligible to vote, which consent may be provided in the form of e-mail confirmation ("**Unanimous Written Consent**").

3.5 Decisions of a Steering Committee

- (a) The following decisions of a Steering Committee require the concurrence of at least three-quarters (3/4) of the Steering Committee Members participating in a meeting and eligible to vote:
 - (i) recommending to Metrolinx the issuance of any Procurement (for greater certainty, this recommendation may be subject to the incorporation of feedback);
 - (ii) recommending to Metrolinx the selection of a successful Proponent under any Procurement issued pursuant to this Section 3.5 (*Decisions of a Steering Committee*) or recommending the selection of no Proponent;
 - (iii) recommending that the Procurement be terminated as outlined in Section 4.8;
 - (iv) recommending to Metrolinx any amendments to a Master Agreement; and
 - (v) determining whether any Party is in default for the purposes of Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*) or Section 9.3 (*Purchaser Remedies for Event of Default by Metrolinx*).
- (b) Where a Steering Committee exercises its authority under Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*), the Party whose default status is being determined may participate in the discussion but may not vote in the decision.
- (c) All other decisions of a Steering Committee require the concurrence of a simple majority (greater than fifty (50)%) of the Steering Committee Members present at a meeting and eligible to vote. All decisions of a Steering Committee made in the absence of a meeting require the Unanimous Written Consent of the Steering Committee Members.
- (d) Subject to its rights or other obligations as set out in this Agreement and any other agreement, law, policy, rule, directive or other requirement or provincial direction to which it may be bound or subject, Metrolinx shall, with respect to a Procurement, either act in accordance with the decisions of the appropriate Steering Committee or not at all.

3.6 Sub-committees

Each Steering Committee will establish sub-committees, as needed, which will include one representative from each Purchaser wishing to participate on such sub-committees and one representative from Metrolinx. When establishing sub-committees, a Steering Committee will establish the procedures, including quorum requirements and voting rights for the sub-committee.

3.7 Binding Decisions

All Steering Committee decisions must comply with the terms of this Agreement, the Procurement Documents and the Master Agreement related to the particular Procurement. Steering Committee decisions are final and binding on all Purchasers.

3.8 Regular Meetings

Each Steering Committee shall meet at least annually and may meet more often where the Chair of such Steering Committee notifies the Parties in writing of any special meeting required in accordance with Section 3.9 (*Special Meetings*).

3.9 Special Meetings

Metrolinx alone or any two (2) Steering Committee Members can, with at least five (5) Business Days prior written notice to the Chair and to the other Steering Committee Members, require a special meeting of the Steering Committee. Notwithstanding the previous sentence, Metrolinx may provide less than five (5) Business Days notice where it reasonably determines that such shorter timeframe is necessary. The written notice shall specify the issue to be considered at the special meeting and shall include an agenda.

3.10 Location of meetings

Unless a Steering Committee decides otherwise, all meetings of a Steering Committee shall be held either at a location determined by Metrolinx or via teleconference.

3.11 Responsibilities of Steering Committee

In addition to the other responsibilities provided for in this Agreement, each Steering Committee shall:

- (a) acknowledge the Terms of Reference of the relevant Procurement;
- (b) approve the appointment of a Chair;
- (c) approve the Technical Specifications and/or Scope of Work applicable to the Procurement;
- (d) recommend the terms and conditions of the relevant Procurement, including the proposed Supplier agreements forming a part of the Procurement;
- (e) recommend the issuance of a Procurement pursuant to Section 3.5 (*Decisions of a Steering Committee*);
- (f) subject to Section 4.8 (*Award of a Master Agreement*), recommend that Metrolinx enter into a Master Agreement that sets out the terms and conditions of the Procurement with the successful Proponent, as well as any amendments to such Master Agreement;
- (g) subject to the terms of this Agreement, establish rules and procedures regarding its meetings;
- (h) approve the implementation schedule for each Procurement; and
- (i) be responsible for any other matter required to be approved by the Steering Committee in order to carry out the intent and purpose of this Agreement.

3.12 Responsibilities of Steering Committee Chair

The responsibilities of a Steering Committee Chair include:

- (a) supporting the Manager with any issues with the facilitation and administration of the Procurement;
- (b) calling for motions and votes during meetings of the Steering Committee;
- (c) participating in meetings where Metrolinx is addressing any contractual matter on behalf of the Purchasers with the Supplier.

SECTION 4 **PROCUREMENT APPROACH AND TERM**

4.1 Technical Specification and/or Scope of Work

Metrolinx shall, in consultation with the Steering Committee develop the Technical Specifications and/or the Scope of Work for each Procurement. An overview of the Technical Specifications and/or the Scope of Work, shall be set out in the Terms of Reference, with more specific detail to be provided in the Procurement Documents.

4.2 Procurement Process

- (a) Subject to this Agreement, the specific terms of the Procurement and the Master Agreement, each Procurement is intended to identify one or more Suppliers as the exclusive Supplier(s) of Goods and/or Services for the term of the relevant Master Agreement for Purchasers who do not elect to terminate their participation in the Procurement pursuant to Section 9.6 (*Termination Without Cause*

by a Purchaser). For greater certainty, references to Supplier in this Agreement shall include all Suppliers if more than one Supplier is selected as part of the Procurement.

- (b) The option to extend for any of the Option Years, if applicable, will be at the sole discretion of the Purchasers, each of whom shall have the right to exercise the Option Years or not in accordance with the relevant Master Agreement and their Purchase Agreement with the Supplier ("**Purchase Agreement**"). Upon exercise of an Option Year by any Purchaser under Section 4.11 (*Option Years*), the Supplier will be the exclusive Supplier of the Goods and/or Services to such Purchaser during the relevant Option Years in accordance with the terms of the relevant Master Agreement and Purchase Agreement. For the avoidance of doubt, if a Purchaser does not elect to exercise an Option Year in accordance with Section 4.11 (*Option Years*), the Purchaser shall no longer be considered a Purchaser, or qualify for addition as an Eligible Purchaser, for that particular Procurement.

4.3 **Supplier**

A Supplier procured pursuant to a Procurement shall:

- (a) be given an exclusive contract for the term of the particular Procurement; therefore, Purchasers that plan to procure Goods and/or Services during the term of the Procurement and that have not withdrawn from the Procurement or this Agreement in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*) must purchase Goods and/or Services from the successful Supplier on an exclusive basis;
- (b) not be contractually guaranteed the purchase of any particular quantity of Goods and/or Services under the relevant Master Agreement; and
- (c) be advised by the Purchasers of their respective orders for Goods and/or Services upon approval of funding from their respective municipal council, commission, board of directors, or other governing body (as applicable), on or around the final day of each contract year of the term of the Procurement and, where applicable, the Option Years, to facilitate delivery of the Goods and/or Services in the relevant year.

4.4 **Master Agreement**

On the recommendation of the Steering Committee in accordance with Section 4.8 (*Award of a Master Agreement*) and in compliance with Section 1.4 (*Governing Laws and Agreement*) and any Procurement Policies required to be followed by it, Metrolinx may sign a Master Agreement with the successful Proponent for each completed Procurement that will establish the Supplier for each Master Agreement. Notwithstanding the foregoing, as the issuer of the Procurements and signatory to the Master Agreements, Metrolinx retains final discretion on whether or not to execute any Master Agreement.

Each Master Agreement will specify the terms and conditions of the relevant Procurement and pricing for the Goods and/or Services (including any additional Options that may be selected by Purchasers) to be procured. General terms and conditions that apply to all Purchasers participating in the Procurement will be contained in each Master Agreement. If a Participation Fee applies to the particular Procurement and (i) it is determined that the Supplier will be required to collect from the Purchaser and remit to Metrolinx, the Master Agreement will include a description of the Participation Fee; or (ii) otherwise, it shall be set out in the Terms of Reference.

4.5 **Purchase Agreement with Supplier**

- (a) Subject to the Master Agreement, each Purchaser will enter into a Purchase Agreement directly with the Supplier that will provide details related to their purchase of Goods and/or Services, including any Options selected by that particular Purchaser, pricing details, and any other appropriate terms and conditions consistent with the terms of the relevant Master Agreement. If a Participation Fee applies to the particular Procurement, the Purchase Agreement may include terms authorizing the Supplier to include the applicable Participation Fee in the invoice issued to the Purchaser for the purchase of certain goods or services, and the Supplier shall remit the Participation Fee to Metrolinx in accordance with the terms of the Master Agreement. In the event that the Supplier fails or refuses to pay this amount to Metrolinx, the Purchaser(s) will be authorized to set off this amount from any payments otherwise due to the Supplier under the Purchase Agreement, and required to remit this amount to Metrolinx directly.

- (b) Pursuant to the terms of the Master Agreement with the Supplier, the Supplier shall be responsible for providing a copy of the executed Purchase Agreement to the Metrolinx representative assigned to that Procurement for review. The Metrolinx representative will review each Purchase Agreement to ensure it is consistent with the relevant Master Agreement. Should it be found to be inconsistent, the Metrolinx representative will report the inconsistency to Metrolinx and the Steering Committee for that Procurement.
- (c) If the Master Agreement for the particular Procurement provides for any Option Years, prior to exercising any such Option Year, the Purchaser must (a) provide notice to Metrolinx of the intention to exercise an Option Year in accordance with the terms set out in the Master Agreement, and (b) the Purchaser and the Supplier must extend the existing Purchase Agreement or enter into a new Purchase Agreement for the duration of the Option Year(s). For the avoidance of doubt, any new Purchase Agreement in respect of an Option Year is subject to review by the Metrolinx representative as set out above in this Section 4.5 (*Purchase Agreement with Supplier*).

4.6 **Timing**

The estimated timelines for each Procurement shall be set out in the Terms of Reference and the Master Agreement. All timelines shall be considered estimates only and are subject to change by Metrolinx, in its sole discretion, acting reasonably.

4.7 **Issuance of Procurements**

- (a) Metrolinx shall conduct the Procurements in accordance with this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law. The Procurements may take different forms, including but not limited to requests for quotations, public tenders and requests for proposals. The Procurement shall include:
 - (i) an open advertisement through a public, industry-accepted electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations, such as MERXTM (the “**Public Procurement Portal**”);
 - (ii) a posting of Proponent questions and answers through addenda on the Public Procurement Portal; and
 - (iii) an evaluation process, as described in the Terms of Reference.
- (b) If applicable, Metrolinx shall alone and in its sole and absolute discretion, procure and retain the services of an independent fairness commissioner and any incurred costs will be incorporated into the Participation Fee. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law.
- (c) The cost of the joint Procurement process shall be borne by Metrolinx; provided however, that Metrolinx shall not be responsible for any costs incurred by any Purchaser relating to such process including without limitation those of a Purchaser who elects not to participate under Section 9.6 (*Termination Without Cause by a Purchaser*).

4.8 **Award of a Master Agreement**

- (a) Each Steering Committee may recommend that Metrolinx award a Master Agreement to the qualified Proponent that achieves the highest total score in the tender evaluation process, in accordance with Section 3.5 (*Decisions of a Steering Committee*).
- (b) Notwithstanding this Section 4.8 (*Award of a Master Agreement*), each Steering Committee reserves the right not to recommend awarding a Master Agreement to any Proponent if, in the view of three-quarters (3/4) or more of Steering Committee Members eligible to vote, no proposal is acceptable based on the terms and conditions of the particular Procurement. If at least three-quarters (3/4) of the Steering Committee Members eligible to vote agree that no proposal is acceptable, they may agree to recommend to Metrolinx that the Procurement be cancelled and each Purchaser shall thereafter be free to independently obtain the Goods and/or Services which were the subject of the Procurement, subject to the survival of and the Purchasers’ continued compliance with the specific terms of this Agreement,

including without limitation the provisions related to confidentiality in Section 7 (*Confidentiality*) and conflict of interest in Section 8 (*Conflict of Interest*).

- (c) Following a Steering Committee's recommendation to Metrolinx to award a Master Agreement and in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), Purchasers shall have up to five (5) Business Days (the "**Cooling Period**") following the Steering Committee's recommendation to decide whether they will participate in the particular Procurement. If a Purchaser decides not to participate in a particular Procurement and gives written notice to Metrolinx within the Cooling Period to that effect in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), it shall (i) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (ii) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (iii) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.
- (d) Metrolinx's execution of a Master Agreement is subject to Metrolinx's rights under Section 4.4 (*Master Agreement*).

4.9 **Participation Fees**

If a Participation Fee applies to a particular Procurement, the details of the Participation Fee shall be set out in the Terms of Reference and/or incorporated into the relevant Master Agreement and Purchase Agreements.

4.10 **Term of this Agreement**

- (a) This Agreement shall be effective as of the Effective Date and shall expire on March 31, 2024 unless it is renewed in accordance with Section 4.10(b) or otherwise terminated in accordance with its terms (such period that this Agreement is in force, the "**Term**").
- (b) Metrolinx may, on written notice to the Parties prior to the date specified in Section 4.10(a), extend the Term for five (5) years such that the Term will expire on March 31, 2029.
- (c) Notwithstanding any other expiry or termination of this Agreement, if Metrolinx enters into any Master Agreement during the Term that extends beyond the Term (including, for example, as a result of the exercise of an Option Year), this Agreement shall automatically extend only with respect to such Master Agreement until the expiration of such Master Agreement.

4.11 **Option Years**

In the event a Master Agreement and Purchase Agreement for a particular Procurement allow for the exercise of Option Years by the Purchaser, the details of such Option Years, including the process by which Purchasers must provide notice in writing to Metrolinx of its intention to exercise any Option Year, shall be described in the Terms of Reference and incorporated into the Master Agreement of the applicable Procurement. As described in Section 4.5 (*Purchase Agreement with Supplier*), Purchasers are required to (a) provide notice to Metrolinx of the intention to exercise an Option Year in accordance with the terms set out in the Master Agreement, and (b) extend the existing Purchase Agreement or enter into a new Purchase Agreement for the duration of the Option Year. Notwithstanding anything in this Agreement to the contrary, in the event that no Purchaser notifies Metrolinx of its intention to exercise the Option Years under a Master Agreement, that Master Agreement shall be deemed to be at an end and shall expire at the completion of its stated term, unless the Steering Committee advises Metrolinx otherwise.

SECTION 5 **ROLES AND RESPONSIBILITIES OF METROLINX**

5.1 **Roles and Responsibilities of Metrolinx**

Metrolinx shall have the following roles and responsibilities in addition to those referred to elsewhere in this Agreement:

- (a) Metrolinx shall facilitate all aspects of each Procurement including without limitation, issuance, proposal evaluation and award and shall, through the Metrolinx representative, administer the provisions contained in a Master Agreement on behalf of the Parties.
- (b) The Manager may attend and participate in any of the activities carried out in relation to the joint Procurement, including any meetings of a Steering Committee and/or sub-committee(s) established by a Steering Committee.
- (c) Metrolinx shall:
 - (i) work with each Steering Committee to coordinate the:
 - (A) development of the Terms of Reference for each Procurement;
 - (B) development of common Technical Specifications and/or Scope of Work; and
 - (C) development of each Master Agreement and Purchase Agreement;
 - (ii) determine a Proponent's compliance with the mandatory requirements set out in the Procurement Documents;
 - (iii) if approved by the Steering Committee or set out in the Terms of Reference, participate in the evaluation of technical proposals;
 - (iv) assist in the consolidation of orders for Goods and/or Services on behalf of the Purchasers;
 - (v) assist with contract management of issues that may arise under the Master Agreement and Purchase Agreement(s); and
 - (vi) be responsible for notifying the respective Steering Committee and the Supplier if other transit service providers wish to participate in the Procurement by becoming Purchasers. At such time, Metrolinx shall contact the Supplier to determine if there is sufficient capacity to accommodate additional orders for Goods and/or Services on the basis of the existing terms and conditions of the Master Agreement.
- (d) Metrolinx shall review any proposed public communications prepared by a Purchaser and submitted to the Parties in accordance with Schedule B (Communications Policy) to ensure consistency with the Communications Policy set out in Schedule B (Communications Policy).
- (e) Except in its role as a Purchaser(s), Metrolinx shall not:
 - (i) mediate disputes between the Purchaser and the Supplier following the execution by a Purchaser of a Purchase Agreement; or
 - (ii) pay or otherwise be responsible for any amounts for any Goods and/or Services as may be set out in any Purchaser's Purchase Agreement from time to time with the Supplier.
- (f) Notwithstanding anything in this Agreement to the contrary, any payment or funding obligation made by Metrolinx under this Agreement in respect of any activity whatsoever is subject to there being an appropriation of moneys by the Legislature of Ontario (the "**Legislature**") sufficient to satisfy such commitments under this Agreement. Activity, payment or funding obligations may be reduced or terminated, in response to the Legislature's annual budget, a change in departmental funding levels by the Legislature, or any other parliamentary decision that has an impact on the program under which this Agreement is made.
- (g) Notwithstanding (i) any other clause of this Agreement; (ii) whether Metrolinx has retained or not any Manager, Project Officer or Project Inspector; or (iii) the acts or omissions of any such persons; Metrolinx does not guarantee, warrant or otherwise provide any assurance as to suitability of any of the Goods and/or Services to the Purchasers or anyone.

5.2 Representations and Warranties of Metrolinx

Metrolinx covenants, represents and warrants to the Purchasers that:

- (a) it is a validly existing legal entity under the laws of Ontario;

- (b) it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms;
- (c) its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents or by-laws.

5.3 No Metrolinx Liability

Where Metrolinx has entered into a Master Agreement, each Purchaser acknowledges and agrees that Metrolinx shall not be liable or responsible to any other Party to this Agreement, any Purchaser, the Supplier and/or any third party for any matter arising under such Master Agreement, the Procurement process or the provision of the Goods and/or Services, except to the extent to which such matter relates to the negligence or wilful misconduct of Metrolinx in the performance of its duties, and without limiting the generality of the foregoing, each Purchaser acknowledges and agrees that:

- (a) Metrolinx will not be liable or responsible for any act or omission of the Purchaser or the Supplier in relation to Goods and/or Services under any Master Agreement and/or any Purchase Agreement. In no case whatsoever will Metrolinx be responsible or liable for the cost of any Goods and/or Services under a Purchase Agreement.
- (b) Metrolinx shall not be liable or responsible in any way whatsoever and the Purchasers agree that they shall satisfy themselves as to the suitability of the Goods and/or Services for their purposes, including without limitation the Goods and/or Services' compliance with applicable laws, policies, safety, licensing, funding and insurance requirements as such may apply to the Purchaser's provision of transit services in its jurisdiction and/or its acquisition of Goods and/or Services hereunder.
- (c) Except for determining a Proponent's compliance with the mandatory requirements set out in the Procurement Documents, Metrolinx has not endorsed, recommended or approved the suitability of a Supplier or its Goods and/or Services for a Purchaser.
- (d) Each Purchaser shall be responsible for obtaining its own professional advice, including its own independent legal advice in respect of its execution of this Agreement, its participation hereunder, and its completion of a Purchase Agreement, if any. Each Purchaser may include such additional business and legal terms and conditions to the Purchase Agreement as it sees fit in the circumstances provided that the required terms of the Purchase Agreement approved by the Steering Committee (the "**Required Terms**") are wholly retained and provided further that any such additional terms and conditions are not inconsistent with the terms and conditions of the relevant Master Agreement and the Required Terms.
- (e) Unless otherwise provided in this Agreement, each Purchaser shall be responsible for its own costs of any nature whatsoever arising as a result of, through or in any way related to its execution of this Agreement and its participation hereunder.
- (f) Unless otherwise provided in this Agreement, each Purchaser shall be responsible for the oversight and administration of its own Purchase Agreement with the Supplier and shall not direct any Supplier service issues that may arise to Metrolinx but shall inform Metrolinx's representative of such issues.
- (g) Metrolinx shall not be liable for any loss or damages suffered by any of the other Parties or Purchasers, or any other person as a result of any act or inaction of Metrolinx.
- (h) Metrolinx shall not be liable for any losses, costs or damages sustained or incurred by any other Party or Purchaser, including losses, costs or damages relating to third party lawsuits arising out of any Procurement process or the Master Agreement.

SECTION 6
PURCHASERS

6.1 Steps Required to Become a Purchaser

A proposed Purchaser (other than a Participating Metrolinx Division) becomes a Purchaser when:

- (a) the person or persons authorized to execute this Agreement on behalf of such municipality or entity has or have duly executed a confirmation agreement in the form attached as Schedule F (Confirmation Agreement); and
- (b) the municipality or other entity has provided to the Manager the following documents:
 - (i) a Purchaser Information Sheet attached as Schedule D (Purchaser Information Sheet); and
 - (ii) a certified copy from a Purchaser's clerk or other authorized officer, confirming passage and enforceability of a by-law, resolution or other authority, as applicable, which includes, at a minimum, the information in the sample by-law/resolution attached as Schedule E (Sample Council/Board/Commission By-Law/Resolution), including the designation of persons authorized to provide instructions and any necessary approval for the Procurements as Steering Committee Member or Alternate Member, and confirming that all necessary actions have been taken by the Purchaser to authorize such persons to give instructions and any necessary approvals for the Procurements. The designations shall refer to positions rather than to specific individuals.

6.2 Representations and Warranties of Purchaser

- (a) Each Purchaser covenants, represents and warrants to Metrolinx that:
 - (i) it is a validly existing legal entity under the laws of its relevant jurisdiction;
 - (ii) it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms, including the entering into joint Procurement arrangements and has passed any necessary by-law or resolution and has complied with its own procurement requirements;
 - (iii) it will take all necessary steps to ensure that it has all approvals (including budget approvals) which are required in order to carry out any Procurement;
 - (iv) its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents, by-laws, or any other agreements, ordinances or laws to which it is a party;
 - (v) it has not entered into any agreement or arrangement that would restrict the ability of Metrolinx to perform its obligations under this Agreement;
 - (vi) if it is participating as a Purchaser in a particular Procurement and has not withdrawn from this Agreement under Section 9.6 (*Termination Without Cause by a Purchaser*), the Purchaser will not enter into any new contract or contract extension with any supplier other than the Supplier for the Goods and/or Services specified in the Master Agreement during the term of the particular Procurement without the prior written approval of Metrolinx (such approval to be granted only in accordance with the Agreement and not to be unreasonably withheld or delayed), unless the Supplier cannot provide the Goods and/or Services on a timely basis or has not met the requirements under the Master Agreement or Purchase Agreement as determined by the Steering Committee, acting reasonably; and
 - (vii) it will collect and submit to Metrolinx without unreasonable delay any data that Metrolinx may reasonably request from time to time in order to monitor and evaluate the effectiveness of the Goods and/or Services procured under this Agreement.
- (b) The Purchaser shall be deemed to have repeated the foregoing representations and warranties each time it provides instructions for a Procurement. Metrolinx shall have no obligation to make any

further inquiry to confirm the truth or accuracy of any representation or warranty, or the validity of any action taken by a Purchaser hereunder.

6.3 Addition of Purchasers to this Agreement

Metrolinx may from time to time after the Effective Date add proposed Purchasers as Parties to this Agreement. Each proposed additional Purchaser (other than Participating Metrolinx Divisions) must first complete Section 6.1 (*Steps Required to Become a Purchaser*) in full. Upon its completion of the foregoing, a proposed Purchaser shall become a Purchaser and shall enjoy all of the rights and obligations in this Agreement excepting only any services paid for directly by Metrolinx where Metrolinx's available funds for such services have been spent. Each Purchaser agrees that this Agreement is binding on it regardless of the addition of Purchasers by Metrolinx hereunder.

6.4 Participation in existing Procurements

- (a) A Purchaser is not an Eligible Purchaser with respect to a Procurement if such Purchaser had indicated that it did not wish to proceed during the Cooling Period, or such Purchaser had participated in such Procurement but then did not exercise its Option Year(s).
- (b) An Eligible Purchaser may participate in an existing Procurement (including those Procurements that still exist from the Former Governance Agreement) if it has provided notice to Metrolinx that it intends to participate in such Procurement and:
 - (i) it has received confirmation from the Metrolinx procurement facilitator for that Procurement that the Supplier has sufficient capacity to accept additional Purchasers without impacting on the delivery of Goods and/or Services already on order by existing Purchasers;
 - (ii) it has confirmed in writing to Metrolinx that it has not issued a public procurement process or subsequently cancelled an order for Goods and/or Services in order to participate in the Procurement;
 - (iii) the Master Agreement for such Procurement allows for such Eligible Purchaser to participate at this time; and
 - (iv) if such Procurement was created under the Former Governance Agreement and such Eligible Purchaser was not a party to the Former Governance Agreement, the approval of the Steering Committee for such Procurement.
- (c) If the above conditions are met, such Eligible Purchaser may then enter into a Purchase Agreement in accordance with the approved specifications and options available for the respective Procurement.
- (d) If all purchasers under an existing Procurement created under the Former Governance Agreement have become Purchasers under this Agreement, the terms of this Agreement shall apply to such Procurement to the extent of any inconsistency. Otherwise, the terms from the Former Governance Agreement shall apply to such Procurement.

SECTION 7 **CONFIDENTIALITY**

7.1 Confidential Information

- (a) "Confidential Information" means:
 - (i) the Procurement process and solicitation documents and any information relating to or arising from the process and solicitation documents, including, without limitation, any Procurement Documents issued, or proposed to be issued, by Metrolinx relating to the Procurement, any proposals received, evaluation(s) completed, and pricing;
 - (ii) any proprietary information of a Party;
 - (iii) any personal information as contemplated in FIPPA or MFIPPA, as such instruments shall be amended, from time to time;

- (iv) all information that a Party is obliged, or has the discretion, not to disclose under provincial or federal legislation; or
 - (v) any other information specifically designated in writing by a Party as being of a confidential or proprietary nature.
- (b) Confidential Information does not include information that:
- (i) is or becomes generally available to the public through no fault of the Receiving Party, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the total contract price of the successful bidder;
 - (ii) prior to receipt from the Disclosing Party, was known to the Receiving Party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Receiving Party;
 - (iii) was independently developed by the Receiving Party prior to receipt from the Disclosing Party, as documented by written records possessed by the Receiving Party; or
 - (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

7.2 Use of Confidential Information

- (a) Each Party shall keep, and shall ensure that its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors keep, all Confidential Information confidential in accordance with the terms and conditions of this Section 7 (*Confidentiality*). In addition to any other liabilities of a Party pursuant to this Section 7 (*Confidentiality*) or otherwise at law or in equity, each Party shall be liable for any and all liability, losses, costs, damages, expenses (including all reasonable legal, expert and consultant fees), causes of action, and proceedings arising from any non-compliance with this Confidentiality Agreement by a Party or any of its advisors, agents, directors, commissioners, officers, Personnel representatives or contractors.
- (b) Confidential Information disclosed directly or indirectly by a Disclosing Party to a Receiving Party shall be held by the Receiving Party in confidence, and the Receiving Party:
- (i) shall not disclose, reveal, publish, or disseminate any of the Disclosing Party's Confidential Information, provided that the Receiving Party may disclose Confidential Information to those of its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors with a need to know such Confidential Information in connection with assisting, advising and/or providing feedback to the Procurement process, provided that such person is subject to obligations of confidentiality substantially similar to those contained in this Section 7 (*Confidentiality*);
 - (ii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Disclosing Party's Confidential Information;
 - (iii) shall not copy, reproduce in any form or store the Disclosing Party's Confidential Information in a retrieval system or database, without the prior written approval of the Disclosing Party;
 - (iv) shall immediately notify the Disclosing Party in the event that it becomes aware of any unauthorized disclosure of Confidential Information; and
 - (v) shall satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information, including without limitation FIPPA and MFIPPA.
- (c) At any time at the request of the Disclosing Party, the Receiving Party shall make all commercially reasonable efforts to effect the following as soon as possible:
- (i) return all Confidential Information to the Disclosing Party; or

- (ii) destroy the Confidential Information and all copies thereof in any form whatsoever under its power or control and provide the Disclosing Party with a certificate signed by the Receiving Party, or an appropriate officer of the Receiving Party, certifying such destruction.
- (d) Notwithstanding paragraphs (a) and (b) of this Section 7.2 (*Use of Confidential Information*), the Receiving Party shall be permitted:
 - (i) to retain and use one copy of the Confidential Information of the Disclosing Party for the sole purpose of compliance with and to the extent and for so long as required by: (1) any Requirements of Law; or (2) any court, regulatory agency or Authority to which it is subject; and
 - (ii) to retain any electronic records and files containing Confidential Information of the Disclosing Party which have been created pursuant to the automatic or normal course archiving and back-up procedures of the Receiving Party; provided that the Receiving Party treats such Confidential Information in the same manner as it treats its own Confidential Information, such manner not be less than a reasonable standard of care.
- (e) Any Confidential Information of a Disclosing Party that is not returned or destroyed pursuant to Section 7.2(d) shall continue to be subject to the confidentiality and non-disclosure provisions of this Agreement notwithstanding any expiration or termination of this Agreement.

7.3 Exceptions

The obligations of confidentiality set out in Section 7.2 shall not apply to Confidential Information that:

- (a) is or becomes generally available to the public through no fault of the Receiving Party, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the award price of the successful bidder;
- (b) prior to receipt from the Disclosing Party, was known to the Receiving Party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Receiving Party;
- (c) was independently developed by the Receiving Party prior to receipt from the Disclosing Party, as documented by written records possessed by the Receiving Party; or
- (d) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

7.4 Authorized Purpose

The Receiving Party acknowledges that all Parties have disclosed Confidential Information to the Receiving Party solely in connection with assisting, advising and/or providing feedback to the Procurement (the “**Authorized Purpose**”). The Receiving Party may use the Confidential Information solely in connection with the Authorized Purpose and for no other purpose. The Receiving Party acknowledges and agrees that unauthorized dealings with the Confidential Information would be detrimental to the interests, business and affairs of any of the Parties (or third parties with respect to third party information), including the integrity of the Procurement.

7.5 Legally Required Disclosure

If the Receiving Party becomes compelled to disclose any Confidential Information pursuant to applicable law, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement and shall cooperate with the Disclosing Party in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information as is required pursuant to applicable law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Confidentiality Agreement.

7.6 Ownership of Confidential Information

The Disclosing Party shall retain all right, title and interest, including all intellectual property rights, in and to its Confidential Information. Neither the execution of this Confidentiality Agreement, nor the furnishing of any Confidential Information by a Disclosing Party shall be construed as granting to the Receiving Party, either by implication or otherwise, any interest, license or right respecting the Disclosing Party's Confidential Information, including any intellectual property rights.

7.7 No Warranties, Representations or Liability

ALL INFORMATION IS PROVIDED "AS IS", WITHOUT WARRANTY OR GUARANTEE OF ANY KIND AS TO ITS ACCURACY, COMPLETENESS, OPERABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSS, EXPENSE OR CLAIM OF LOSS ARISING FROM THE USE OF, OR RELIANCE ON, THE INFORMATION BY THE RECEIVING PARTY.

7.8 Damages for Breach of Confidentiality Obligations

Each Party acknowledges and agrees that:

- (a) any breach of the terms of this Section 7 (*Confidentiality*) and the obligations set out herein shall cause immediate and irreparable harm for which damages alone are not an adequate remedy; and
- (b) Disclosing Party shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect such Party against such breach.

7.9 Survival of Confidentiality Obligations

The Parties acknowledge and agree that the terms of this Section 7 (*Confidentiality*) shall survive (a) the term of any agreement with the successful supplier resulting from a Procurement, including any renewal periods exercised by any of the Parties, or (b) the final abandonment or cancellation of the Agreement by Metrolinx, as applicable.

SECTION 8 **CONFLICT OF INTEREST**

8.1 No Conflict of Interest

No Purchaser nor any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors shall engage in any activity or provide any services where such activity or the provision of such services creates a Conflict of Interest (actual or potential) with the terms and conditions set out in this Agreement or any of the Procurement Documents, Master Agreements or Purchase Agreements contemplated or completed under this Agreement.

8.2 Conflict of Interest and the Receipt of Confidential Information

- (a) Each Party declares that there is no actual or potential Conflict of Interest arising out of the receipt of the Confidential Information or the Party's role in the Procurement. Each Purchaser acknowledges and agrees that it shall be a Conflict of Interest for it to use Confidential Information relevant to the Procurement, including without limitation proposals and pricing information, where Metrolinx has not specifically authorized such use unless the Confidential Information relates solely to that Purchaser and has been provided by that Purchaser.
- (b) In the event that either (i) a Purchaser exercises its right to terminate its participation in the Procurements in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), (ii) a Purchaser decides not to exercise an Option Year for a particular Procurement in which it has participated, or (iii) Metrolinx terminates a defaulting Purchaser's right to participate in the Procurement in accordance with paragraph (a) of Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*), then in each case, the Purchaser shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

8.3 Reporting a Conflict of Interest

Each Party declares that, if at any time during the course of participating in the Procurement, a Party or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors has an actual or potential Conflict of Interest (each, a “**Conflicted Party**”), the Conflicted Party will immediately disclose such Conflict of Interest to Metrolinx and the Manager. Metrolinx shall have the authority to determine whether the Conflicted Party may continue to participate in the activity or provide the services in question, and shall also have the authority to attach limitations or conditions on the Conflicted Party’s participation in the Procurement. Each Party shall be responsible for ensuring compliance by its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors with the Conflict of Interest requirements set out under this Agreement.

SECTION 9 **DEFAULT, ENFORCEMENT, AND TERMINATION**

9.1 Event of Default

Each of the following events is an Event of Default in respect of either a Purchaser or Metrolinx (“**Event of Default**”), as applicable:

- (a) if any representation or warranty made by a Purchaser in this Agreement or any documentation delivered to Metrolinx by such Purchaser pursuant hereto shall be false or misleading in any material respect;
- (b) if any representation or warranty made by Metrolinx in this Agreement shall be false or misleading in any material respect;
- (c) if a Purchaser is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried out by such Purchaser;
- (d) if Metrolinx is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried by Metrolinx; or
- (e) if Metrolinx, a Purchaser or any of their respective advisors, partners, directors, commissioners, officers, Personnel, agents, representatives, or contractors has breached the requirements of Section 7 (*Confidentiality*) or Section 8 (*Conflict of Interest*).

9.2 Metrolinx Remedies for Event of Default by Purchaser

Notwithstanding any other rights which Metrolinx may have under this Agreement, if an Event of Default by a Purchaser has occurred, Metrolinx shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by Metrolinx, Metrolinx has first given written notice of the Event of Default to the defaulting Purchaser and the defaulting Purchaser has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as Metrolinx may consent in writing:

- (a) Metrolinx may terminate the defaulting Purchaser’s right to participate in a Procurement or in this Agreement by giving the defaulting Purchaser at least thirty (30) calendar days prior written notice thereof. Subject to Section 9.8 (*Obligations Survive*), as of the termination date, the defaulting Purchaser shall no longer participate as a Purchaser in the Procurement or this Agreement, as applicable; and
- (b) subject to Section 10 (*Dispute Resolution*), Metrolinx may avail itself of any other legal remedies that may be available to it under law or in equity.

9.3 Purchaser Remedies for Event of Default by Metrolinx

If an Event of Default by Metrolinx has occurred, as determined by a Steering Committee, a Purchaser shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by a Steering Committee, the Steering Committee has first given written notice of the Event of Default to Metrolinx and Metrolinx has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as the Steering Committee may consent in writing:

- (a) the Purchaser may, subject to Section 9.8 (*Obligations Survive*), terminate its participation in this Agreement or in a particular Procurement by giving Metrolinx at least thirty (30) calendar days prior written notice thereof; and
- (b) subject to Section 10 (*Dispute Resolution*), each Purchaser may avail itself of any other legal remedies that may be available to it at law or in equity.

9.4 Termination Without Cause by Metrolinx

Metrolinx may terminate a particular Procurement in accordance with the terms of the Procurement Documents or this Agreement at any time, without cause, by delivering written notice, in accordance with Section 11.1 (*Address for Notices*), to that effect to each Purchaser (in the case of a termination of a particular Procurement) or to each Party (in the case of a termination of this Agreement), as applicable, which notice shall be effective sixty (60) calendar days following delivery of the notice by Metrolinx. Any outstanding payment obligations of the Purchasers remaining as of the date of termination shall remain in effect.

9.5 Effect of Termination Without Cause by Metrolinx

Where Metrolinx has provided notice pursuant to Section 9.4 (*Termination Without Cause by Metrolinx*), the remaining Purchasers or Parties may request that Metrolinx assign any or all of its rights and obligations under the Master Agreement to all of them or any of them. Such request shall be made before the expiry of the notice period referred to in Section 9.4 (*Termination Without Cause by Metrolinx*).

9.6 Termination Without Cause by a Purchaser

A Purchaser may terminate its participation in any Procurement without cause during the Cooling Period by delivering written notice to that effect to Metrolinx which notice shall be effective immediately. No notice by an individual Purchaser shall affect the rights and obligations of the other Parties. Where a Purchaser gives such notice, it shall (a) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (b) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (c) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

A Purchaser may terminate its participation in this Agreement without cause by delivering written notice to that effect to Metrolinx which notice shall be effective sixty (60) calendar days following delivery of the notice by Purchaser.

9.7 Purchaser Obligations after Award of Master Agreement

Subsequent to the award of a Master Agreement, a Purchaser is required to engage in the joint Procurement to the extent permitted by the amount of funding approved by that Purchaser's approving authority for the purchase of the relevant Goods and/or Services for the initial term of the Master Agreement and a Purchaser shall not purchase Goods and/or Services from any party other than the Supplier during this period. In addition to any other remedies which may be available to Metrolinx, failure to comply with this provision may result in the Province of Ontario withholding any applicable Provincial transit funding as may be applicable.

9.8 Obligations Survive

Despite any termination under this Section 9 (*Default, Enforcement, and Termination*) each Party agrees that certain rights and obligations (whether contingent or matured, absolute or not), as set out in Section 11.5 (*Survival*) of each Party existing immediately before the termination shall survive such termination.

Where Metrolinx terminates this Agreement pursuant to Section 9.4 (*Termination Without Cause by Metrolinx*), it shall remain responsible for all costs to which it is obligated under this Agreement up to the termination date.

Notwithstanding a Purchaser's termination of its participation in a Procurement or in this Agreement under this Section 9 (*Default, Enforcement, and Termination*), the Purchaser shall continue to be bound by the terms and conditions of any Purchase Agreement which may have been executed by it prior to such termination and any termination of a Purchase Agreement by the Purchaser shall be made only in accordance with the terms of the Purchase Agreement.

SECTION 10

DISPUTE RESOLUTION

10.1 Legal Remedies for Disputes

Any dispute, question, claim, or other matter arising out of or relating to this Agreement (each, a “**Dispute**”) shall be resolved by the escalation procedure set out below in Section 10.3 (*Three-Tiered Dispute Resolution*). However, no Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purposes of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that are not otherwise available under this Agreement, including temporary and preliminary injunctive relief and restraining orders.

10.2 Dispute Notice

A Party may refer a Dispute to dispute resolution under this Section 10.2 (*Dispute Notice*) of this Section 10 (*Dispute Resolution*) by the delivery of a notice requesting dispute resolution to the other Parties, which notice shall set out the Dispute in reasonably sufficient detail (a “**Dispute Notice**”).

10.3 Three-Tiered Dispute Resolution

The Parties agree that any Dispute shall be referred for dispute resolution by high-level negotiation, mediation or arbitration in the following manner:

- (a) **High-Level Negotiation.** In the event a Party issues a Dispute Notice, as described in Section 10.2 (*Dispute Notice*), to the other Parties, the Chief Administrative Officer or equivalent of each non-Metrolinx Party, and in the case of Metrolinx, the executive to which the Transit Procurement Initiative reports, shall meet and make a good faith effort to resolve the Dispute as set out in the Dispute Notice in a prompt manner and for the purpose of same, each Party shall provide its negotiator with full and timely disclosure of all relevant facts, information and documents to facilitate such negotiation. Negotiations shall be commenced within thirty (30) calendar days of the delivery of a Dispute Notice and shall, unless all Parties agree otherwise, be concluded within thirty (30) calendar days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall detail, in writing, the manner in which the Dispute has been resolved.
- (b) **Mediation.** If the Dispute has not been resolved through high-level negotiation as contemplated in Section 10.3(a) above, the Dispute will be referred to structured negotiation with the assistance of a mediator appointed by mutual agreement of the Parties within thirty (30) calendar days of any Party issuing a supplementary Dispute Notice requesting mediation. If a mutual agreement is not reached within the timelines set out above, then Metrolinx, acting in good faith, may appoint a mediator and provide the other Parties with written notice of such appointment. The mediator shall be an independent person who by training and experience has the professional qualifications and the mediation skills to mediate any Dispute that may arise among the Parties. The Parties shall agree on the procedure to be used in mediation. If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.
- (c) **Arbitration.** Any Party may, within thirty (30) calendar days of the delivery of the mediator’s confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. The Parties shall agree on the procedure to be used for arbitration unless the Parties are required by legislation to comply with a particular arbitration process. Any determination by arbitration shall be final and binding upon the Parties, and not subject to appeal or challenge. To the extent not specified in this Agreement, an arbitration shall be governed by the provisions of the *Arbitration Act, 1991*, as amended.

10.4 Performance to Continue

Notwithstanding that a matter has been referred to dispute resolution under the provisions of this Section 10 (*Dispute Resolution*), the Parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of the Agreement to the best of their abilities.

10.5 **Dispute Cost**

The Parties shall bear and be responsible for their own costs in connection with or relating to any Dispute. Except for Metrolinx, the Parties in a Dispute shall share equally the costs related to any Disputes arising out of the Master Agreement.

10.6 **Disputes Between the Purchasers and the Supplier**

Each Purchaser shall be solely responsible for dealing with any Disputes that may arise between it and the Supplier.

SECTION 11 **MISCELLANEOUS**

11.1 **Address for Notices**

- (a) Any notice or other communication required or permitted to be given under this Agreement shall be delivered in-person or sent by registered mail, postage prepaid, courier, facsimile, or e-mail in the case of Purchasers to the addresses, facsimile numbers, or e-mail set out in Schedule D (Purchaser Information Sheet), and in the case of Metrolinx, to:

Attn.: Manager, Transit Procurement Initiative
Metrolinx
277 Front Street West, 4th Floor
M5V 2X4

- (b) Notices shall be deemed received: (i) in the case of registered mail, five (5) business days after sending; (ii) in the case of courier or in-person delivery, upon receipt; or (iii) in the case of e-mail, when receipt is acknowledged by the receiving Party. Any Party may change the address to which notices or other communications required or permitted to be given under this Agreement shall be sent, by sending notice in writing to every other Party, such address change shall become effective immediately upon receipt of such notice.

11.2 **No Waiver**

- (a) The benefit of any provision of this Agreement may be waived in whole or in part by the Party for whose benefit the provision operates and any Party may waive any or all of its rights in the event of a breach of any provision of this Agreement by another Party. A waiver is binding on the waiving Party only if it is in writing. A waiver may be absolute or may be limited in any way as to duration or scope.
- (b) The failure by one of the Parties to insist in one or more instances on the performance by another Party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Party of its right to require future performance of any such terms or conditions, and the obligations of such other Party with respect to such future performance shall continue to be in full force and effect.

11.3 **Force Majeure**

- (a) A Party shall not be responsible for failures in performance due to Force Majeure.
- (b) "**Force Majeure**" means any circumstance or act beyond the reasonable control of a Party claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotions, labour stoppages, strikes or lockouts, fire, flood, earthquake, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:
- (i) the negligence or wilful misconduct of the Party claiming Force Majeure or those for whom it is responsible at law;
 - (ii) any act or omission by the Party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement; or

- (iii) lack or insufficiency of funds or failure to make payment of monies.
- (c) Provided further that, in the case of an event of Force Majeure, the Party affected thereby shall notify the other Parties and Metrolinx, if Metrolinx is not the other Party, as soon as possible and in any event within five (5) Business Days following the date upon which the affected Party first becomes aware (or should have been aware, using all reasonable due diligence) of such event of Force Majeure so that the other Parties may verify the same.
- (d) If an event of Force Majeure continues for a period of more than forty-five (45) calendar days, a Party shall have the right to terminate its participation in this Agreement (or in the case of Metrolinx, to terminate this Agreement) upon five (5) Business Days written notice to the other Parties. This right shall not affect a Purchaser's obligation to a Supplier under a Purchase Agreement which shall be determined in accordance with the relevant Purchase Agreement terms.

11.4 Remedies Cumulative

All remedies, rights, undertakings, obligations and agreements of the Parties under this Agreement shall be cumulative, and none thereof shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any Party. Each Party may follow any remedy to which it is entitled concurrently or successively, at its option.

11.5 Survival

Section 7 (*Confidentiality*), Section 8 (*Conflict of Interest*), Section 9 (*Default, Enforcement, and Termination*), Section 5.3 (*No Metrolinx Liability*), and Section 6.2 (*Representations and Warranties of Purchaser*), excluding Subsection 6.2(a)(iv), shall survive the expiration or termination of this Agreement.

11.6 Amendment

Except as expressly provided herein, this Agreement may be amended or modified only by an instrument in writing executed by each of the Parties, which will form part of the Agreement.

11.7 No Assignment

Except as otherwise provided in this Agreement, Metrolinx shall not assign the whole or any part of its rights or obligations under this Agreement without the express written consent of the Parties, which consent shall not be unreasonably withheld.

No Purchaser shall assign the whole or any part of its rights or obligations under this Agreement without the express written consent of Metrolinx, which consent shall not be unreasonably withheld.

11.8 Further Action

Each Party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

11.9 Enurement

This Agreement shall enure to the benefit of and be binding upon each Party and their respective successors and permitted assigns.

11.10 Time of the Essence

In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

11.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. All signatures of the Parties to and pursuant to this Agreement may be transmitted by facsimile and such facsimile shall for all purposes be deemed to be the original signature of the person whose signature it produces and shall be binding upon that person and on the Party on whose behalf that person signed.

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SCHEDULE A: DEFINITIONS

In this Agreement,

- (a) “**Agreement**” means this Multi-Year Governance Agreement for Joint Transit Procurements Facilitated By Metrolinx, including its Schedules, as each may be amended from time to time;
- (b) “**Alternate Member**” means a person appointed by a Party to act in the absence of its Member and has all the rights, responsibilities and obligations of the Member;
- (c) “**Arbitration Act, 1991**” means the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended from time to time;
- (d) “**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over this Agreement, the Master Agreement or the Goods and/or Services;
- (e) “**Authorized Purpose**” means, in the context of Section 7 (*Confidentiality*), assisting, advising and/or providing feedback to a Procurement facilitated by Metrolinx pursuant to this Agreement;
- (f) “**Business Day**” means any day which is not a Saturday or Sunday or a day observed as a holiday under the laws of the Province of Ontario or the federal laws applicable to the Province of Ontario, or a day observed as a holiday for the Government of Ontario;
- (g) “**Chair**” means a Steering Committee chair appointed by the relevant Steering Committee in accordance with Section 3.11 (*Responsibilities of Steering Committee*);
- (h) “**Communication Policy**” means the communication policy for any major communication concerning the Procurement as set out in Schedule B (Communication Policy);
- (i) “**Confidential Information**” has the meaning ascribed to it in Section 7.1.
- (j) “**Conflict of Interest**” means any situation or circumstance where, in relation to a Procurement, a Purchaser or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors or Steering Committee Members (i) communicates with any person with a view to influencing preferred treatment inconsistent with the Procurement process, (ii) engages in conduct that compromises or could be seen to compromise the integrity of the open and competitive Procurement and render that process non-competitive or unfair, or (iii) has other commitments, relationships or financial interests that (A) could or could be seen to exercise an improper influence over the objective, impartial exercise of its independent judgment, or (B) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;
- (k) “**Contract**” means the aggregate of: (a) the Master Agreement; (b) the Purchaser-specific Purchase Agreement; (c) the Procurement Documents, including any addenda; (d) the successful proposal; and (e) any amendments executed in accordance with the terms of the Master Agreement;
- (l) “**Cooling Period**” has the meaning ascribed thereto in Section 4.8(c) (*Award of a Master Agreement*);
- (m) “**Disclosing Party**” means a Party that discloses Confidential Information in connection with the Procurement;
- (n) “**Dispute**” has the meaning ascribed thereto in Section 10.1 (*Legal Remedies for Disputes*) of this Agreement;
- (o) “**Dispute Notice**” has the meaning ascribed thereto in Section 10.2 (*Dispute Notice*);
- (p) “**Effective Date**” means the date this Agreement is effective as set out on the first page of this Agreement;
- (q) “**Eligible Purchaser**” means, with respect to a Procurement, an entity that would be capable of being a Purchaser under such Procurement and does not include a Party who has previously terminated its participation under this Agreement, or a Purchaser who has terminated a Purchase Agreement or failed to exercise an Option Year.

- (r) “**Event of Default**” has the meaning ascribed thereto in Section 9.1 (*Event of Default*) of this Agreement;
- (s) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended from time to time;
- (t) “**Force Majeure**” has the meaning ascribed thereto in Section 11.3 (*Force Majeure*) of this Agreement;
- (u) “**Goods and/or Services**” means in relation to a Procurement, the particular transit: (i) vehicles, (ii) equipment, (iii) technology, (iv) facilities, and/or (v) related supplies and services to be procured by the Purchasers from the Suppliers in accordance with the Contract;
- (v) “**Legislature**” has the meaning ascribed thereto in Section 5.1 (*Roles and Responsibilities of Metrolinx*) of this Agreement;
- (w) “**Manager**” means the Metrolinx representative responsible for the overall facilitation and administration of the Procurement initiative under Section 5.1 (*Roles and Responsibilities of Metrolinx*);
- (x) “**Master Agreement**” means the contract, including its schedules, to be entered into between Metrolinx and the Supplier to deliver the Goods and/or Services as they will be described in the relevant Procurement Documents and any other related supplies and services, or any part thereof;
- (y) “**Member**” means a person appointed by a Party as set out in Section 3.1 (*Steering Committee Membership*) and who is deemed authorized by virtue of such appointment to perform any action, and provide any required recommendations, instructions and approvals to complete a Procurement within the scope of this Agreement;
- (z) “**MERXTM**” means the electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations;
- (aa) “**Metrolinx**” means the Corporation Metrolinx as established under the *Metrolinx Act*, 2006, as amended from time to time;
- (bb) “**Metrolinx Member**” has the meaning ascribed thereto in Section 3.1 (*Steering Committee Membership*);
- (cc) “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time;
- (dd) “**Municipal Act**,” means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended from time to time;
- (ee) “**Options**” means a component, feature, service or material that is proposed and priced by the Proponent as an alternative (or an addition or deletion) to the Proponent’s standard component/feature/material/service for the Good and/or Services and as contained in the Technical Specifications and/or Scope of Work included in the Procurement Documents.
- (ff) “**Option Year**” has the meaning ascribed thereto in Section 2.1(g) (*Key Principles*) of this Agreement;
- (gg) “**Participation Fee**” has the meaning assigned in Section 2.1(i) (*Key Principles*) of this Agreement;
- (hh) “**Party**” means any one of the legal entities which have executed this Agreement, and “**Parties**” means more than one Party;
- (ii) “**Personnel**” means collectively, in the case of each Party, individuals who provide services to such Party or any of its contractors in connection with this Agreement, whether as employees or independent contractors, and includes the employees and independent contractors of the Party;
- (jj) “**Procurement**” means the process by which Metrolinx will, on behalf of the participating Purchasers, facilitate the joint public procurement of Goods and/or Services described in the Procurement Documents, and any other related supplies and services in accordance with this Agreement;

- (kk) **“Procurement Documents”** means the written tender document issued by Metrolinx for the joint procurement of Goods and/or Services and any supporting documentation posted on a Public Procurement Portal in connection with such tender;
- (ll) **“Procurement Policies”** means the procurement policies and directives in effect from time to time respecting the procurement of equipment, services and supplies applicable to Metrolinx;
- (mm) **“Project Inspector”** means the person or persons, if any, hired by Metrolinx, as described in the Terms of Reference for the particular Procurement, to perform inspection services at the Supplier’s facility on behalf of the Purchasers of the Goods and/or Services;
- (nn) **“Project Office”** means the office designated by Metrolinx as such from time to time by notice in writing to the other Parties;
- (oo) **“Project Officer”** means the technical expert, if any, that is hired by Metrolinx, as described in the Terms of Reference for the particular Procurement, to assist each Steering Committee and the Purchasers on technical issues related to the the planning of the Procurement, including the development of the Technical Specification, up until the point the Goods and/or Services are accepted by the Purchasers;
- (pp) **“Proponent”** means the legal entity that submits a proposal in response to a Procurement contemplated by this Agreement;
- (qq) **“Public Procurement Portal”** means a public, industry-accepted electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations, such as MERXTM;
- (rr) **“Purchase Agreement”** means the contract or contracts to be entered into between the Purchasers and the Supplier to deliver the Goods and/or Services as described in the Procurement Documents with any additional Options specified by each Purchaser;
- (ss) **“Purchaser”** means:
 - (i) a municipality, as defined under the *Municipal Act* 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;
 - (ii) a legal entity that provides public transit services for persons with disabilities within a municipality and on behalf of that municipality;
 - (iii) a legal entity in receipt of Provincial or municipal funding for its provision of transit services within the Province of Ontario; or
 - (iv) a Participating Metrolinx Division;provided that such municipality, or entity has complied with the requirements of Section 6.1 (*Steps Required to Become a Purchaser*)
- (tt) **“Participating Metrolinx Division”** means any operating division of Metrolinx responsible for the provision of transit services (e.g. GO Transit, PRESTO, and UP Express), who, for the purposes of this Agreement, shall be considered a Purchaser and treated in accordance with the rights and obligations accruing to Purchasers hereunder, separate and distinct from Metrolinx and from each other Participating Metrolinx Division;
- (uu) **“Receiving Party”** means a party in receipt of Confidential Information;
- (vv) **“Required Terms”** has the meaning ascribed thereto in Section 5.3 (*No Metrolinx Liability*) of this Agreement;
- (ww) **“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, 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 Master Agreement or the Goods and/or Services or any part of them;

- (xx) “**Schedules**” means the schedules listed in Section 1.2 (*Schedules and Order of Priority*) and forming a part of this Agreement, and any other schedules subsequently added in accordance with the terms of this Agreement, as each may be amended from time to time;
- (yy) “**Scope of Work**” means the description of the Goods and/or Services to be included in the Procurement Documents and form a part of the Master Agreement with the Supplier;
- (zz) “**Steering Committee**” has the meaning ascribed to it in Section 3.1 (*Steering Committee Membership*);
- (aaa) “**Supplier**” means the successful Proponent(s) of a Procurement contemplated by this Agreement with whom Metrolinx enters into a Master Agreement;
- (bbb) “**Technical Specifications**” means the specific technical requirements of the Goods and/or Services to be included in the Procurement Documents and form a part of the Master Agreement with the Supplier;
- (ccc) “**Term**” has the meaning ascribed to it in Section 4.10 (*Term of this Agreement*);
- (ddd) “**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, substantially in the form attached hereto as Schedule C (Sample Terms of Reference), 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; and
- (eee) “**Unanimous Written Consent**” means the written consent of all of the Members of the Steering Committee eligible to vote, which may be provided in the form of an e-mail confirmation, as described in Section 3.4 (*Quorum*).

**SCHEDULE B
COMMUNICATION POLICY**

1. **The Parties agree that any communication with third parties in relation to a Procurement shall be carried out in accordance with the terms and conditions set out in this Agreement and in the communication policy described in this Schedule B (the “Communication Policy”).**
2. **The purpose of the Communication Policy is for Metrolinx and the Purchasers to coordinate the initial announcement of a joint Procurement award.**
3. **Metrolinx acknowledges that Purchasers have public reporting obligations and that Purchasers may make public communications in relation to a project related to a joint Procurement, including review, performance assessment and expectations. With the exception of paragraph (d) below, the Communication Policy does not apply to such project related communications by the Purchaser.**
4. **Before the results of any public Procurement process (including award) are officially communicated by Metrolinx (including but not limited to the name of the successful Proponent and any pricing or evaluation result details), such results are considered Confidential Information as defined in this Agreement and shall not be disclosed without the express consent of Metrolinx.**

SCHEDULE C SAMPLE TERMS OF REFERENCE

1. Objective

Metrolinx has entered into a Multi-Year Governance Agreement, effective February 1, 2019, with the transit service providers of various municipalities signatory thereto and certain other entities (the “**Purchasers**”) in order to facilitate the joint procurements of transit system vehicles, equipment, technology, facilities and related supplies and services (the “**Governance Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Governance Agreement.

Pursuant to the terms and conditions set out in the Governance Agreement, Metrolinx now wishes to facilitate the joint procurement (the “**Procurement**”) of [insert a brief description of the goods and/or services to be procured] (the “**Deliverables**”), as described more fully below under [Technical Specifications/Scope of Work]. The purpose of these Terms of Reference (“**TOR**”) is to set out the terms upon which Metrolinx proposes to facilitate the Procurement and enter into a Master Agreement with the Supplier, under the terms and conditions set out in the Governance Agreement. Metrolinx reserves the right to amend these Terms of Reference at any time with notice to the Purchasers.

2. Prospective Purchasers

The following Purchasers have indicated an interest in participating in the Procurement:

[Insert the list of the Purchasers who have expressed an interest in participating in the Procurement.]

It is noted that, as set out in the Governance Agreement, participation by Purchasers in any joint Procurement is voluntary up to five (5) Business Days following the Steering Committee’s recommendations that Metrolinx enter into a Master Agreement with the successful Supplier, pursuant to Section 4.8 of the Governance Agreement (Award of a Master Agreement). If a Purchaser decides not to participate in a particular Procurement within these five (5) Business Days, it shall (i) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (ii) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (iii) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

3. Term

The proposed Master Agreement shall have a term of [insert number of years] years. [Include a description of any Option Years, if applicable.]

4. Projected Timetable

The following timetable is tentative only, and may be changed by Metrolinx at any time in its sole discretion.

Event	Date

5. **Technical Specifications / Scope of Work**

[Insert summary of the Technical Specifications/Scope of Work of the Deliverables.]

6. **Procurement Process**

(a) Evaluation

As described more fully in the Procurement Documents, the proposals will be evaluated using the following criteria:

- (i) [Insert evaluation criteria – i.e. total contract price, proponent qualifications, etc.]

7. **Services to be Provided by Metrolinx¹**

(a) Joint Procurement Initiative

Metrolinx will fund the services of its internal Transit Procurement Initiative Project Team to assist the Steering Committee, Technical Committee and Purchasers on the planning of the Procurement, including the development of the RFP & Technical Specifications, support during pre-production meetings, up until the point the Goods and/or Services are accepted by the Purchasers, and Contract Management related issues during the contract period. The cost for such services are currently funded by the Metrolinx operating budget, a Participation Fee may apply if Metrolinx, in its sole discretion, deems that funding support is required.

(b) Fairness Commissioner

Metrolinx shall alone and in its sole and absolute discretion, procure, retain and provide funding for the services of an independent fairness commissioner. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of the Procurement Documents and any Procurement Policies required to be followed by Metrolinx.

(c) Third Party Inspection Services

The Steering Committee may decide that inspection services are required for the Procurement. This third party supplier shall perform inspection services of the buses at the Supplier's facility, or dealer location, on behalf of the Purchasers. The cost for such services shall be identified and included in the Participation Fee unless Metrolinx decides, in its sole discretion, to pay for such cost.

(d) Configuration Checklist

If Metrolinx and the Steering Committee determine that third party inspection services are unnecessary at the Supplier's facility or dealer location. Metrolinx shall create a configuration checklist which is to be reviewed by the Steering Committee and the Supplier shall conduct pre-delivery inspections according to such checklist. Post-delivery inspections will be conducted by each Purchaser. Any participating Purchaser may retain and fund their own inspection services.

8. **[Participation Fee]²**

[Each Purchaser shall pay a participation fee equal to \$[] for each [insert name of Good/Service] purchased by the Purchaser during the Term of the Master Agreement and during any Option Year, inclusive of applicable taxes, to be remitted to Metrolinx.]

9. **Amendment**

¹ Note to Draft: To include each of the below clauses if applicable.

² Note to Draft: To be included if applicable.

Metrolinx reserves the right to amend, change or supplement these TOR at any time in its sole discretion upon notice to the Steering Committee. Metrolinx will consult with the Steering Committee prior to amending, changing or supplementing the TOR.

[Remainder of page intentionally left blank]

ACKNOWLEDGEMENT OF TERMS OF REFERENCE:

Re: [Insert name of Procurement]

I, [insert name of Steering Committee Member], a member of the Steering Committee Member representing [insert name of Purchaser], having read and understood these Terms of Reference, hereby acknowledge that the Terms of Reference are the terms upon which Metrolinx proposes to facilitate the joint Procurement of [insert name of Deliverables] and enter into a Master Agreement with the successful Proponent, subject to the Governance Agreement, effective [insert effective date].

Signature of Steering Committee Member

Date

SCHEDULE D
PURCHASER INFORMATION SHEET

1. **Legal name of organization**

The Corporation of the City of Temiskaming Shores

2. **Contact information**

Mailing address, e-mail and fax number for notices:

City of Temiskaming Shores

325 Farr Drive

Haileybury, On

P0J 1K0

mlafreniere@temiskamingshores.ca

E-mail: _____
705-672-3200

Fax: _____

3. **Steering Committee Member**

Alternate Member

Title: _____
Manager of Physical Assets

IT Administrator

Address: _____
325 Farr Drive

325 Farr Drive

705-672-3363 ext 4113

705-672-3363 ext 4125

Telephone #: _____
mlafreniere@temiskamingshores.ca

bhearn@temiskamingshores.ca

E-mail: _____
705-672-3363

705-672-3363

Fax #: _____

**SCHEDULE E
COUNCIL/BOARD/COMMISSION BY-LAW/RESOLUTION**

The Council/Board/Commission for

The Corporation of the City of Temiskaming Shores

hereby authorizes the future signing by

[Insert title of agent authorized to sign on behalf of municipality/Purchaser]

of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx effective as of April 1, 2019 (the "Governance Agreement") for the purpose of purchasing certain transit system vehicles, equipment, technology, facilities and related supplies and services on an exclusive basis from suppliers selected pursuant to public procurement processes facilitated by Metrolinx, on terms and conditions set out in the relevant procurement documents and in the Governance Agreement between, among others, Metrolinx and

The Corporation of the City of Temiskaming Shores

In addition, the Council/Board/Commission authorizes

[Insert title of Steering Committee Member]

to perform any action, and provide any required recommendations, instructions and approvals to complete the procurements within the scope of the Governance Agreement, to appoint Alternate Members to the Steering Committee to perform the above in their absence, and to exercise the Council/Board/Commission's rights of early termination in accordance with Section 9.6 (Termination Without Cause by a Purchaser) of the Governance Agreement.

This By-law/Resolution was adopted by the Council/ Board/Commission of

The Corporation of the City of Temiskaming Shores

on July 2, 2019

Member of Council/Governing Board/Commission


Member of Council/Governing Board/Commission

SCHEDULE F CONFIRMATION AGREEMENT

THIS INSTRUMENT of accession forms part of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx, made as April 1, 2019, together with the Schedules attached thereto, as each may be amended, restated, supplemented or otherwise modified from time to time, by and among Metrolinx and certain other parties (the "Governance Agreement"). Capitalized terms used herein have the meanings ascribed to them in the Governance Agreement.

WHEREAS pursuant to Section ~~Error! Reference source not found.~~^{b.3} of the Governance Agreement, Metrolinx has the right to add Purchasers as Parties to the Governance Agreement, and, once added as a Party such proposed Purchaser shall become a Purchaser;

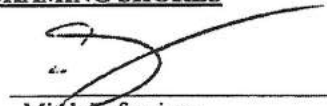
AND WHEREAS The Corporation of the City of Temiskaming Shores was a party to the Former Governance Agreement and is a Purchaser, as that term is defined in the Governance Agreement, and wishes to be added as a Party to, and become a Purchaser under, the Governance Agreement;

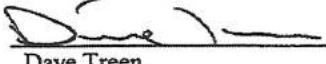
NOW THEREFORE in consideration of the mutual covenants of the Parties set out in the Governance Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Corporation of the City of Temiskaming Shores and Metrolinx hereby agree as follows:

- (a) This Confirmation Agreement is a counterpart to the Governance Agreement and that, by execution and delivery hereof, The Corporation of the City of Temiskaming Shores becomes and agrees to be a Party to the Governance Agreement.
- (b) Subject to (i) The Corporation of the City of Temiskaming Shores's compliance with the requirements set out in Section ~~Error! Reference source not found.~~^{b.1} of the Governance Agreement and (ii) the limitations set out in Section ~~Error! Reference source not found.~~^{b.3} of the Governance Agreement, The Corporation of the City of Temiskaming Shores shall become a Purchaser for all purposes contemplated in the Governance Agreement.
- (c) The Corporation of the City of Temiskaming Shores hereby agrees:
 - (i) to be bound by, and hereby confirms, all covenants, agreements, representations, warranties, consents, submissions, appointments and acknowledgements attributable to or made by a Purchaser in the Governance Agreement;
 - (ii) to perform any and all obligations required of a Purchaser by the Governance Agreement; and
 - (iii) that the representations and warranties set forth in the Governance Agreement and applicable to The Corporation of the City of Temiskaming Shores are true and correct as at the effective date of this Confirmation Agreement.
- (d) This Confirmation Agreement shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties have caused this Confirmation Agreement to be duly executed as of July 2, 2019.

**THE CORPORATION OF THE CITY OF
TEMISKAMING SHORES**

Per: 
Name: Mitch Lafreniere
Title: Manager of Physical Assets

Per: 
Name: Dave Treen
Title: Municipal Clerk
I/We have authority to bind the company.

METROLINX

Per: 
Name: Alba Sandre Taylor
Title: Senior Legal Counsel
I have authority to bind the company.



October 11, 2023

Temiskaming Transit
325 Farr Drive, PO Box 2050
Haileybury, Ontario
P0J 1K0

Subject: Term Extension for the Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx, 2019-2024 (the "Agreement")

Dear Mitch McCrank,

Pursuant to section 4.10(a), the Agreement will expire on March 31, 2024. Metrolinx has elected to exercise its option to extend the Term for another five years, as outlined in Section 4.10(b).

The Term of the Agreement is extended to March 31, 2029. All terms and conditions within the Agreement will remain the same for the additional five-year period.

Regards,

Kristy Mlakar
Manager, Transit Procurement Initiative

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: November 7, 2023
Subject: ONTC Agency Agreement Update
Attachments: Appendix 01 – Executed Agreement

Mayor and Council:

City staff completed the negotiations and contract signing with the Ontario Northland Transportation Commission (ONTC) to place and ONTC agency at the Waterfront Pool and Fitness Centre.

As per the delegated authority Council provided through Resolution 2023-352, the Director of Recreation signed the agreement to ensure the service could begin on November 1, 2023.

As per the resolution, the complete agreement is being provided to Council as Appendix 01. The final agreement closely mirrors the draft agreement provided to Council at its regular meeting on October 17, 2023.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Mathew Bahm
Director of Recreation

"Original signed by"

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

Being a by-law to enter into an agreement with the Ontario Northland Transportation Commission (ONTC) to provide an ONTC Agency at the Waterfront Pool and Fitness Centre

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

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

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

Whereas Council considered Administrative Report No. RS-023-2023 at the October 17, 2023 Regular Council meeting and delegated authority to the Director of Recreation to enter into an agreement with Ontario Northland Transportation Commission (ONTC), to provide an ONTC Agency at the Waterfront Pool and Fitness Centre through Resolution No. 2023-352, and to provide Council with the complete terms of the agreement for adoption through a by-law at a future meeting; and

Whereas Council considered Memo No. 023-2023-RS at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to confirm the agreement with the Ontario Northland Transportation Commission (ONTC) to provide an ONTC Agency at the Waterfront Pool and Fitness Centre, for consideration at the November 21, 2023 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 hereby confirms the Ontario Northland Transportation Commission agreement to provide an ONTC Agency at the Waterfront Pool and Fitness Centre (executed on November 1, 2023), a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of November, 2023.

Mayor

Clerk

DRAFT



Schedule “A” to

By-law No. 2023-000

**Being a by-law to enter into an agreement with the Ontario Northland
Transportation Commission (ONTC) to provide an ONTC Agency at
the Waterfront Pool and Fitness Centre**



AGENCY AGREEMENT

555 Oak Street East
North Bay, Ontario
P1B 8L3

555, rue Oak Est
North Bay (Ontario)
P1B 8L3

Tel: 1-800-363-7512
www.ontarionorthland.ca

Agent Legal Name	City of Temiskaming Shores & Area	"Agent"
Agency Location	Waterfront Pool and Fitness Centre	"Premises"
Agent Address	77 Wellington St South, Temiskaming Shores, ON P0J 1P0	
Agent Representative	Matt Bahm, Director of Recreation	
Phone Number	705-672-3363 ext. 4106	
Email	mbahm@temiskamingshores.ca	
Signature	 I/We have authority to bind the Agent.	
Date	Oct 23/24	

Ontario Northland Transportation Commission		"ONTC"
ONTC Representative	Bob Sloss, Sr. Manager Customer Experience and Engagement	"ONTC Representative"
Phone Number	705-472-4500 x281	
Email	Bob.sloss@ontarionorthland.ca	
Signature	 I have authority to bind ONTC.	
Date	November 1, 2023	

By signing above, the parties agree to the terms and conditions set out below and the schedules attached (collectively the "Agreement").

1. **Services:** The services to be provided by the Agent are (check all that apply):

- ☒ **Tickets:** Sell tickets at the rates approved by ONTC in accordance with the terms in Schedule A.
- ☒ **BPX:** Issue shipping documents for the transportation of baggage and Bus Parcel Express ("BPX") parcels at the rates approved by ONTC and receive, store and deliver to the intended recipient the baggage and BPX parcels in accordance with the terms in Schedule B.
- ☒ **Motor Coach Stop** on the Premises in accordance with the terms in Schedule C.
- ☒ **Passenger Waiting Area** in accordance with the terms in Schedule D.

(the "Services")

2. **Appointment:** ONTC appoints the Agent to act as the agent of ONTC for the Services. The Agent shall be the exclusive provider of the services in the designated area unless the Agent fails to adequately provide the services.
3. **Agreement:** The agreement between the Agent and ONTC consists of this agreement and the schedules attached to this agreement (the "Agreement").
4. **Term:** This Agreement shall commence on 1st day of November, 2023 and continue until 31st day of October, 2024 unless terminated early (the "Initial Term"). The Initial Term shall be extended for additional one-year periods (an "Extended Term") on the same terms and conditions unless a party notifies the other party that this Agreement shall end at least 30 days prior to the end of the Initial Term or an Extended Term.
5. **Rate:** ONTC shall pay the Agent monthly for performance of the Services, subject to compliance by the Agent with sections 6 and 7, as follows:

(a) **During the Initial Term:** A monthly rate of \$3,000.00 (the "Set Flat Rate"), plus applicable taxes.

(b) **During the Extended Terms:** The Set Flat Rate for each Extended Term will be reviewed annually. While the Set Flat Rate is subject to increase (by up to a maximum of 10% of the average monthly Total Sales for the previous year), it will never be less than the Set Flat Rate for the previous year.

"Total Sales" means the dollar value of the sales by the Agent, excluding applicable taxes, ticket fees, excess baggage, and any value add charges (BPX-insurance, fuel surcharge, door to door, etc.)

6. **Invoicing:** The Agent shall submit a monthly report to ONTC within one business day of the end of each month during which the Services were provided. The monthly report shall include:
 - (a) Warrants and letter of authorized travel;
 - (b) Manual tickets and shipping documents;
 - (c) Purchase orders;
 - (d) Vouchers; and,
 - (e) Signed account charge transactions.

ONTC will invoice the Agent for the cash sales in each month within 15 business days after receipt of the monthly report. **This invoice must be paid in full before ONTC will process the payment in accordance with section 7.**

7. **Payment:** ONTC will pay the Set Flat Rate for each month upon receipt of payment from the Agent of the invoice for the cash sales in each month.

8. Agent Obligations: The Agent shall:

- (a) provide the Services in compliance with applicable laws and with applicable ONTC policies, tariffs and rules, including the ONTC Passenger Tariffs and Agents Manual. The Agent shall advise ONTC regarding any investigations, complaints, or charges that relate to the provision of the Services;
- (b) participate in training provided by ONTC;
- (c) perform the Services with diligence and in a courteous and business-like manner;
- (d) disclose to ONTC any conflict of interest that arises from the Agent's provision of the Services;
- (e) advise ONTC immediately of any anticipated or actual loss, involuntary destruction, unauthorized or unlawful access or modification to or use of, or unauthorized or unlawful disclosure of any ONTC Intellectual Property, Confidential Information or Personal Information;
- (f) ensure that no security interests encumber the ONTC property in the Agent's possession;
- (g) not subcontract the provision of any of the Services without the written consent of ONTC;
- (h) provide an internet connection for the ONTC computer system. The Agent is encouraged to send tickets electronically via email; and,
- (i) locate and use the equipment, if any, provided by ONTC.

9. Business Hours: The Agent's business hours shall be such times as agreed between ONTC and the Agent. The Agent agrees that any changes to its regular business hours will first be communicated to ONTC in writing.

10. Equipment: ONTC shall supply the Agent with the equipment, if any, described in the schedules to this Agreement (the "Equipment") during the Initial Term and any Extended Term on the following terms and conditions:

- (a) the Equipment shall remain the property of ONTC;
- (b) ONTC shall install and maintain the Equipment at the Premises and remove the Equipment. The Agent expressly provides its consent for ONTC to access the Premises to remove the Equipment at the end of this Agreement;
- (c) the Equipment shall be used for its intended purpose; and,
- (d) if the Equipment is damaged while it is in the Premises, the Agent shall be responsible to pay for all costs associated with the damage, including the repair or replacement of the Equipment, whichever ONTC chooses.

11. Equipment Infrastructure: The Agent shall:

- (a) provide a fully functional and industry-standard network infrastructure capable of meeting data and telecommunication needs;
- (b) provide and install telecommunication cables and ensure that they are readily available at the Premises. These cables must be in good working condition and compatible with ONTC's Equipment; and,
- (c) ensure that the network infrastructure and cables are ready for use by ONTC's representatives before the scheduled setup date. ONTC is not responsible for cable installation or procurement.

12. Supplies and Money: All supplies provided by ONTC and all money collected by the Agent from the sale of tickets and shipping documents are the property of ONTC and the Agent holds the supplies and money on behalf of ONTC. The Agent shall notify ONTC promptly of any damage to or destruction of the supplies or money and shall be responsible for the repair or replacement costs arising from the damage or destruction.

13. French Language Services: The Agent acknowledges that ONTC is subject to the *French Language Services Act*, as well as Regulations made thereunder (collectively the "FLSA") and is required to provide services to customers in French in designated areas. As a third-party providing services to the public on ONTC's behalf in a designated area, the Agent shall provide services in French in accordance with the FLSA and shall comply with the active offer requirements set out in O. Reg 544/22.

14. Inability to Provide Services in French: If, after making all reasonable efforts, the Agent is unable to provide services in French, the Agent shall post a bilingual sign (to be provided by ONTC) at or near the service counter advising customers how to contact a bilingual ONTC customer service representative.

15. Intellectual Property: "Intellectual Property Rights" means all intellectual property rights whether protected by statute, at common law or in equity. ONTC shall remain the owner of all Intellectual Property Rights owned by or licensed to ONTC prior to and after the date of this Agreement.

16. Use of Name and Logo: The Agent shall not use the name "Ontario Northland Transportation Commission", "Ontario Northland" or any similar name or any of ONTC's logos, designs, colours, or registered or unregistered trademarks or trade names except with the prior written approval of ONTC.

17. Signage: The Agent shall ensure that any sign(s) provided by ONTC are properly installed and readily visible to customers.

18. Records and Audit: The Agent shall maintain records of the sales of all tickets and shipping documents in the form and with the content required by ONTC. Upon request of ONTC, the Agent shall produce for inspection and audit by a duly authorized representative of ONTC any records in the Agent's possession showing the disposition of money or tickets and shipping documents sold on behalf of ONTC.

19. Confidentiality: In this Agreement,

"Confidential Information" means information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential.

"Personal Information" has the same meaning as the definition of "personal information" in the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 and, specifically in the context of this Agreement, comprises recorded information about an identifiable individual, including information relating to the age, sex, marital or family status of the individual and the address, telephone number, drivers' license information and credit card or other financial information of the individual.

20. Maintaining Confidentiality: The Agent and its employees shall protect and maintain the confidentiality of any Confidential Information or Personal Information disclosed to the Agent by ONTC or ONTC customers and not use such information for any purpose other than to perform the Services. The Agent shall return all of ONTC's Confidential Information and Personal Information when this Agreement ends or earlier if requested by ONTC.

21. Personal Information: The Agent acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA), and FIPPA applies to and governs all records relating to ONTC passengers and other customers and the privacy provisions of FIPPA governing the collection, retention, use, disclosure and security of Personal Information continue to apply while this Agreement is in effect and thereafter. All records containing Personal Information that are created or maintained during the performance of the Services shall be the property of ONTC.

22. FIPPA and Freedom of Information: The Agent shall provide to ONTC any and all FIPPA records within seven (7) business days from the date of ONTC's notice to the Agent to provide them, for the purposes of responding to an access request under FIPPA. ONTC shall in its sole discretion determine what FIPPA records will be disclosed in connection with an access request, in accordance with the requirements of FIPPA.

23. Personal Information Security: The Agent shall keep all records containing Personal Information secure and ensure its computer security is adequate to protect Personal Information obtained from ONTC or from ONTC customers against unauthorized access and disclosure. The Agent shall not disclose or transfer any records containing Personal Information to a third party except with the informed prior written consent of ONTC.

24. General Indemnity: The Agent shall indemnify and hold harmless ONTC from and against all loss, liability, damage, fines, cost, legal cost and disbursement, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Agent in the course of the performance of the Agent's obligations under the Agreement or otherwise in connection with the Agreement. The Agent shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss.

25. Bodily Injury and Property Damage. The Agent shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to ONTC's physical property by the Agent's act or omission.

26. Limitation of Liability. Notwithstanding any other provision of this Agreement,

- (a) ONTC shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether ONTC has been advised of the possibility of such damages; and,
- (b) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

27. Specific Indemnities: The Agent shall indemnify ONTC and save it harmless from and against all loss, liability, damage, fines, cost, legal cost and disbursement incurred by ONTC arising from:

- (a) any health, medical disability or similar claims which the Agent or its employees may have during or after the term of this Agreement;
- (b) safety infractions committed by the Agent under the Occupational Health and Safety Act or any other laws regulating health and safety at the Premises; and,
- (c) any claims against ONTC for the failure of the Agent to protect the confidentiality of Confidential Information.

28. Risk of Loss to BPX Parcels: ONTC assumes, and waives against the Agent, all risk of injury, loss, or damage caused by fire, theft, or other cause to the BPX parcels in the custody of the Agent on the Premises unless caused by the Agent's negligent act or omission.

29. Insurance: The Agent shall maintain public liability and property damage insurance with respect to the Premises, written on a comprehensive basis with a limit of not less than \$2,000,000 or such higher limits and including such additional terms and coverage as ONTC acting reasonably may require. Such insurance shall contain cross liability coverage and preclude subrogation claims by the insurer against ONTC. The insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to ONTC.

30. Proof of Insurance: Upon the request of ONTC and thereafter upon the renewal of the insurance policy, the Agent shall provide to ONTC evidence of such insurance having been obtained and maintained in the form of a certificate of insurance or a copy of the insurance policy.

31. Termination for Agent Default: ONTC may terminate this Agreement immediately if the Agent is in default or breach in respect of any condition or provision of this Agreement. Without limiting the generality of the preceding sentence, the Agent shall be in default if the Agent closes its business, ceases to provide the Services, does not pay invoices from ONTC or submit the monthly reports within the time required or becomes insolvent.

32. **Termination for Convenience:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. If 30 days' notice by the Agent is not provided prior to the Agent ceasing to provide the Services, ONTC shall not be required to pay the Agent any consideration for the month during which the Agent ceased to provide the Services.
33. **End of Agreement:** Upon early termination or expiry of this Agreement, the Agent shall return the balance of Total Sales, unsold tickets, signage, BPX materials and parcels, cash, and equipment to ONTC. The Agent hereby consents to Ontario Northland entering the premises to retrieve the items listed in the foregoing sentence.
34. **Notice:** Any notice under this Agreement shall be given in writing and delivered personally or by fax, email or prepaid courier addressed to the address provided above or at such other address or addresses as ONTC and the Agent may designate from time to time. The date of receipt of any such notice shall be the date of delivery.
35. **No Assignment:** This Agreement shall not be assignable by the Agent without the prior written consent from ONTC, which consent may be unreasonably and arbitrarily withheld.
36. **No Waiver:** No waiver by a party of any breach by the other party of any of its obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any obligations. The subsequent acceptance of any remittances from the Agent by ONTC shall not be deemed a waiver of any preceding breach by the Agent regardless of ONTC's knowledge of such preceding breach at the time of the acceptance of such compensation.
37. **Relationship:** Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent (except in relation to ticket and shipping document sales), landlord and tenant, or of partnership or of joint venture between the parties.
38. **Governing Law:** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario excluding any conflict of laws principles. The courts of the Province of Ontario shall have exclusive jurisdiction for any legal proceedings arising out of this Agreement.
39. **Severability:** Should any section or part or parts of a section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Agent as though such section or part or parts thereof had never been included in this Agreement.
40. **Entire Agreement:** This Agreement and the attached Schedules constitute the entire agreement and understanding of the parties and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
41. **Survival:** The provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

42. Counterparts and Electronic Delivery: This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

43. Agent's Representations and Warranties: The Agent represents and warrants that:

- (a) it has full authority to enter into and perform all of its obligations under this Agreement, and that it has read this Agreement, understands same, and agrees to be bound by all of the terms, conditions and provisions of the Agreement;
- (b) no bribe, gift, or other inducement has been paid, given, promised or offered to any officer or employee of ONTC, for or with a view to the obtaining of this Agreement by Agent;
- (c) as of the date of this Agreement, there are no legal or financial circumstances with respect to the Agent that, if known by ONTC, would reasonably be expected to cause ONTC to not enter into this Agreement. Agent shall advise ONTC promptly in the event of any such circumstances occurring after the date of this Agreement.

Schedule A
Ticket Sales

1. ONTC shall supply the Agent with the following equipment and supplies:
 - Ticketing system, including computer and related equipment
 - Laser printer
 - Credit/debit card terminal
 - Toner cartridge replacements
 - Paper supply
 - Baggage tags
2. The Agent shall not attempt to repair, move, reverse engineer, alter or otherwise tamper with the materials and equipment provided by ONTC.
3. The Agent shall not sell tickets at a price different from the tariff set by ONTC.
4. The Agent shall represent ONTC for the purpose of promoting and selling tickets.
5. The Agent and its employees shall familiarize themselves with the timetables, bulletins and tariffs supplied by ONTC and provide this information to the public upon request.
6. The Agent shall display all promotional materials provided by ONTC. Any additional marketing or advertising of ONTC products by the Agent shall be approved by ONTC.
7. The agencies business hours shall be:
 - Monday – Friday: 6:00 am – 9:15 pm
 - Saturday: 8:00 am – 7:00 pm
 - Sunday: 10:00 am – 4:30 pm

MB

**Schedule B
BPX Parcels**

1. ONTC shall supply the Agent with the following equipment and supplies:
 - Parcel system, including computer and related equipment
 - Bar code scanner
 - Electronic signature pad
 - Weight scale
 - Manual Emergency Waybills
 - Shipping pouches & labels
 - Laser printer
 - Credit/debit card terminal
 - Toner cartridge replacements
 - Paper supply
 - Installation of a cabinet across from the service desk
2. The Agent shall not attempt to repair, move, reverse engineer, alter or otherwise tamper with the materials and equipment provided by ONTC.
3. The Agent shall not sell shipping documents for BPX Parcels at a price different from the tariff set by ONTC.
4. The Agent shall represent ONTC for the purpose of promoting and selling shipping documents for BPX parcels.
5. The Agent and its employees shall familiarize themselves with the timetables, bulletins, and tariffs supplied by ONTC and provide this information to the public upon request.
6. The Agent shall display all promotional materials provided by ONTC. Any additional marketing or advertising of ONTC products by the Agent shall be approved by ONTC.



Schedule C
Motor Coach Stop

1. The Agent shall:
 - (a) maintain the parking lot of the Premises in a safe and useable condition at all times, suitable for the safe use of the motor coach and for passengers exiting and entering a motor coach (the "Safe Condition");
 - (b) be responsible for all winter control measures required to allow the motor coaches to safely enter and exit the parking lot and passengers to exit and enter the motor coach. Winter control measures shall include plowing, sanding, and salting as required to ensure the parking lot is in a Safe Condition; and,
 - (c) provide adequate lighting in the parking lot for the safe use by the motor coach and its passengers.
2. The Agent shall advise ONTC forthwith if the parking lot is not in a Safe Condition and provide ONTC with an estimated time to return the parking lot to a Safe Condition.
3. The Agent shall designate a location on the parking lot satisfactory to ONTC for the use of ONTC to park the motor coach while loading and unloading passengers and shall ensure the location is available for use by ONTC when required.

MR

Schedule D
Passenger Waiting Area

1. The Agent shall provide a climate-controlled waiting area for passengers at the Premises and shall maintain the temperature between 18 and 23 degrees Celsius.
2. The Agent shall ensure that washrooms are available to customers and that they are cleaned and maintained on a regular basis.
3. The Agent shall ensure that an outdoor seating area is available to customers, which shall include a commercial bench to be provided by ONTC.
4. The Agent shall ensure that the Premises are regularly cleaned and properly lit.

MB

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: November 7, 2023
Subject: Lawrence “Bun” Eckensviller Community Hall Boiler Update
Attachments: Appendix 01 – Purchase Order

Mayor and Council:

As per direction received from Council at the October 27, 2023 Special Meeting, City staff have issued a purchase order for the replacement of the boiler at the Bun Eckensviller Community Hall.

Based on current pricing and negotiated changes to the scope of work, the total cost to the City is \$33,900 plus non-refundable HST. Building Maintenance staff have already completed the removal of the old boiler, installed the new hot water heater and prepped the room for the new boilers to be installed by Helm and Sons.

Staff have added some supplemental electric heat to the building and are checking on it daily to ensure the building maintains above freezing. We are targeting November 22nd as the date to have the new boiler up and running and have communicated this information to current user groups.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Mathew Bahm

Director of Recreation

"Original signed by"

Amy Vickery

City Manager

City of Temiskaming Shores

325 Farr Drive; Box 2050
Haileybury, ON P0J 1K0
(705) 672-3363
info@temiskamingshores.ca

PURCHASE ORDER

PO#: **RS2023-60**

Department: **Building Maintenance**

GL Account: **5-4-4900-1033**

Date: **October 30, 2023**

VENDOR		DELIVER TO
Company Name	Helm & Sons Plumbing, Heating, Electrical	New Liskeard Community Hall 90 Whitewood Ave
Contact Name	Paul Helm	
Vendor Address	PO Box 485 New Liskeard ON P0J1P0	
Phone Number	705-680-0035	

Purchases


Description	Quantity	Unit Price (\$)	Amount (\$)
4 - Navien NFB-200H high efficiency boilers			
1 - E Z manifold system with Grundfos UPS26-99 pumps			
1 - PVC/CPVC side wall venting system			
1 - condensate neutralizer and drain system			
1 - magnetic dirt separator and air eliminator			
1 - expansion tank			
1 - piping system to reconnect to existing supply / return piping			
1 - gas piping to connect to existing gas line			
Includes all labour and material for complete job	1		\$33,900.00

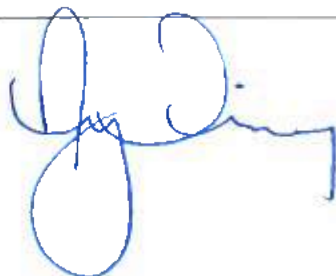
Shipping (\$)

Subtotal (\$) **\$33,900.00**

HST **\$4,407.00**

Total Amount (\$) \$38,307.00

APPROVED BY	
	October 30, 2023
AUTHORIZED SIGNATORY	DATE



Helm & Sons Plumbing, Heating, Electrical

PO Box 485

New Liskeard ON P0J1P0

+1 7056800035

accounts@helmandsons.ca

GST/HST Registration No.: 890243678 RT0001



ADDRESS

City of Temiskaming Shores

325 Farr Drive

PO Box 2050

Haileybury ON P0J 1K0

SHIP TO

Boiler replacements at New

Liskeard Community Center

Hall

ESTIMATE # 1612

DATE 10/27/2023

ACTIVITY

***** REVISED *****

4 - Navien NFB-200H high efficiency boilers

1 - E Z manifold system with Grundfos UPS26-99 pumps

1 - PVC/CPVC side wall venting system

1 - condensate neutralizer and drain system

1 - magnetic dirt separator and air eliminator

1 - expansion tank

1 - piping system to reconnect to existing supply / return piping

1 - gas piping to connect to existing gas line

Includes all labour and material for complete job

QTY	RATE	AMOUNT
1	33,900.00	33,900.00

This quote is valid for 30 days.

SUBTOTAL	33,900.00
HST (ON) @ 13%	4,407.00
TOTAL	\$38,307.00

Accepted By

Accepted Date

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: November 7, 2023
Subject: Recreation Operations Update (November)
Attachments: Appendix 01 - Recreation Department Projects Tracking Sheet
Appendix 02 – PFC Monthly Summary (September)

Mayor and Council:

Below is the monthly operational update from the Recreation department:

Parks and Facilities:

Parks/Playgrounds

- Staff removed all the STATO bollards for the winter season. The Carter Antilla Memorial Skatepark is now fenced off for the winter and staff completed fencing for the splash pad. Staff completed installing all new tree plaques as well as some replacement plaques. All outdoor bathrooms are now closed.

Marinas

- Both marinas are now shut down and winterized for the season. Recreation Staff have now moved back to the DSMA and will be reporting there daily. Recreation staff pulled the docks at Bucke Park, the New Liskeard and Haileybury Marinas and all boat launches.

Arenas

- The Olympia ice resurfacer at the DSMA recently had the starter and brakes replaced by the Public Works mechanic. New studded tires were purchased for the Haileybury Olympia and installed by staff. Both rinks are now getting busier as all the hockey leagues have now started with upcoming tournaments as well.

Building Maintenance:

Parks

- Building Maintenance staff recently winterized all the seasonal buildings with some assistance from Recreation staff including the beach, marinas and Bucke Park.
- The Splash Pad is now winterized for the season. Staff from Diamond Head Sprinklers, who installed the Splash Pad, assisted Building Maintenance staff with the shutdown and winterizing procedures. Winterization took approximately 3 hours.
- The New Liskeard Marina building, and docks were winterized, and the water and heat have been turned off to the building as the Recreation Staff have moved back to the DSMA.

Buildings

- Staff investigated a roof leak in the bar area of the Riverside Place banquet hall. It was discovered that the membrane where the roof top unit is located, will need to be repaired or patched.
- At the Community Hall, the boiler heat system was recently deemed not operational, and Building Maintenance staff will be removing the old system for Helm and Sons to install a new boiler unit. Temporary heaters have been installed throughout the building, until the new boiler is installed. Staff will be checking the building daily.
- Staff recently installed a new drinking water fountain in the lobby of the PFC, replacing the old Elkay unit.
- The pool slide was recently caulked, and new injectors and tubing were installed on the chemical feeds in the maintenance room.
-

Programming:

PFC

- The current swimming lesson session is approximately half finished, ending at the end of November. The next swim registration is December 12th for programs starting in January 2024.
- Aquafit has resumed on weekday mornings three times per week and has seen strong attendance.

- We are hosting a Bronze Medallion Course on November 3-5 and a Bronze Cross Course November 23-26.
- A new piece of gym equipment has arrived at the PFC. An assisted squat machine is now back in our line up.
- The Pool Fitness Centre is now on a water softener system and is making a difference. We've received some good compliments on how it feels in the pool and showers.

Age Friendly Program

- Seniors Active Living Fair took place on Thursday October 12th with approximately 108 participants and 16 different exhibitors (total of 132 people). This program received \$2,500 in funding from the Older Adult Centre Association of Ontario.
- Beginner and Intermediate line dancing classes have started for the fall session with 50 people registered between both.
- The women's exercise group is continuing at the Haileybury arena every Tuesday and Thursday morning with approximately 18 participants in each class.

Healthy Kids

- We had our annual pumpkin patch visit at Craigh Haven Farms. Activity included entry fee for all family members, free small pumpkin, pumpkin decorating stations and free healthy snacks. Despite the weather, we got 181 participants (children and other family members)
- Two free family yoga sessions took place in October with 25 participants in each session. Each session included healthy snacks for families afterwards. Another 3 sessions are scheduled in November.
- A kids Halloween dance took place on Friday October 27th. There was a daytime one for children 0-3yrs and evening one at the Riverside Place from 6pm to 8pm for children up to 12 yrs old. Parents/guardians were required to be present with the children. A DJ and healthy snacks were available. This event was partially sponsored by Northern Dental.

Administration:

- Some of the flooring at the PFC which was installed last summer is failing and causing problems. Staff are working to get an adequate fix from the manufacturer.
- The ONTC agency location at the PFC opened on November 1st. We are still working out the kinks with our staff but no major concerns have arisen.
- The City recently had new lights installed in the trees at the Haileybury Cenotaph to be used over the Christmas season and as part of the Haileybury Night of Lights celebration.
- Staff also coordinated for the installation of banners within the two downtown cores to commemorate local Veterans. Miller Maintenance graciously donated their time for the installation.
- The installation of heat pumps at two environmental buildings, repairs to the roof of the Haileybury sewage treatment plant and drawings for the replacement of the roof at the Niven Reservoir were all completed recently.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm

Director of Recreation

Amy Vickery

City Manager

2023 Budgeted Recreation Department Projects									
Project	Rec/ BM	Budgeted Cost	Project Lead	Project Method	Year	Capital/Operating	September 26, 2023	November 2, 2023	
NL Arena Accessibility Project	BM	\$ 1,000,000	Matt	RFT / PM	2022	Capital	Contractor is working on the provided deficiencies list	Contractor is working on correcting the deficiencies noted. Flooring is scheduled to be installed in the vestibule on November 20th.	
Olympia Replacement	Rec	\$ 170,000	Matt	RFT	2022	Capital	No change.	No change.	
Energy Audits (PW, PFC, CH, DSMA, RP)	BM	\$ 200,000	Kristen	Canoe	2023	Capital	RFP has been issued for this project with a closing date of October 23, 2023	A report for the award of this project is included in the Council package	
Kickplate Replacement (Hlby and NL)	Rec	\$ 18,000	Paul	Canoe	2023	Operating	No change.	Materials are on site and will be installed in 2024.	
Hlby Beach Mushroom Conversion	Rec	\$ 25,000	Matt	Quotations	2023	Capital	No change.	Staff have received a preliminary quote to replace the fixture and are awaiting a proposal to install it and install an activator.	
<u>City Hall HVAC Recommissioning</u>	<u>BM</u>	<u>\$ 30,000</u>	<u>Matt</u>	<u>RFP</u>	<u>2023</u>	<u>Operating</u>	<u>No change.</u>	<u>Based on discussions with the funding organization, available staff time and current spending staff have decided to defer this project</u>	
<u>Lions Courts Panel Replacement</u>	<u>Rec</u>	<u>\$ 9,000</u>	<u>Paul</u>	<u>RFQ</u>	<u>2023</u>	<u>Capital</u>	<u>Contractor has been waiting for Hydro1 to complete their necessary paperwork before installing this item.</u>	<u>Completed</u>	
<u>Splash Pad</u>	<u>Rec</u>	<u>\$ 522,000</u>	<u>Matt</u>	<u>RFP</u>	<u>2021</u>	<u>Capital</u>	<u>The last item to be installed is the donor recognition sign which was scheduled to be completed on September 27th</u>	<u>Completed</u>	
<u>NL Arena Condenser</u>	<u>Rec</u>	<u>\$ 120,000</u>	<u>Matt</u>	<u>Canoe</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>	
<u>PFC Chlorination and Water Quality</u>	<u>Rec</u>	<u>\$ 60,000</u>	<u>Jeff</u>	<u>RFQ</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>	
<u>Dog Park Lighting</u>	<u>Rec</u>	<u>\$ 40,000</u>	<u>Matt</u>	<u>RFQ</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	
<u>Rebecca St Playground</u>	<u>Rec</u>	<u>\$ 32,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>	
<u>Bleacher Replacement Dymond A/B</u>	<u>Rec</u>	<u>\$ 11,500</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	
<u>PFC Window Repairs</u>	<u>BM</u>	<u>\$ 15,000</u>	<u>Jeff</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	
<u>Ball Diamond Infield Material</u>	<u>Rec</u>	<u>\$ 15,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	
<u>Motor/Pump Support Brackets</u>	<u>BM</u>	<u>\$ 5,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	
<u>Haileybury Fire Station</u>	<u>BM</u>	<u>\$ 2,513,000</u>	<u>Matt</u>	<u>RFP</u>	<u>2021</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>	
<u>Treadmill (1)</u>	<u>Rec</u>	<u>\$ 17,000</u>	<u>Jeff</u>	<u>Quotations</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>	
<u>Dymond Hall Floor Machine</u>	<u>BM</u>	<u>\$ 6,500</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	
<u>Bucke Park Chalet Repair</u>	<u>BM</u>	<u>\$ 65,000</u>	<u>Matt</u>	<u>RFQ</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>	
<u>Picnic Tables</u>	<u>Rec</u>	<u>\$ 8,000</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	
<u>Fire Pits</u>	<u>Rec</u>	<u>\$ 3,000</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	
<u>NL Arena Water Softening</u>	<u>BM</u>	<u>\$ 5,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>	

2023 PFC Monthly Summary	
September 2023	
<u>Statistics</u>	
Pool	734
Squash	48
Gym	3231
Class	109
Total	4122
Firefighters	35
Doctors	93
Community Living	9
NEOFACS	0
Northern Star	3
A. Recovery	0
Lifetime	17
Total	157
Temagami Health	0
Northern Loons	0
Total	0
City Employees	221
City Summer Students	0
Councillors	3
Total	224
<u>Residents</u>	
Tem. Shores	3637
Other	311
Quebec	174
Total Residents	4122
Increase (Decrease) vs Sept 2022	13.74%
<i>Total Attendance September 2022</i>	3624

Subject: SHSMA – TAG Lease Agreement

Report No.: RS-025-2023

Agenda Date: November 7, 2023

Attachments

Appendix 01: Proposed TAG Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-025-2023; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with the Temiskaming Art Gallery for the use of the Lions Den in the Shelley Herbert-Shea Memorial Arena from December 1, 2023, to November 30, 2028, for consideration at the November 21, 2023, Regular Council meeting.

Background

The SHSMA has a space on the second floor of the building known as the “Lions Den”. This space is available for the public to rent for events and gatherings. The City previously leased this space to Temiskaming Home Support for their Meals on Wheels program. This lease ran from January 2019 to April 2021 at a rate of \$400 +HST per month.

Since their lease expired the City has seen very few rentals of this space with the majority of people using the Haileybury Arena Hall or other meeting spaces throughout the City. Total revenue from this time period is under \$1,000.

In 2022 City staff attempted to solicit a new lease for this space through an expression of interest process. That process ultimately was not successful and the space has remained mostly un-used.

In October 2023 the Temiskaming Art Gallery approached the City looking for space to move Open Studio Libre from its current location due to an impending cost increase to their lease agreement. Staff proposed the Lion’s Den Space at the SHSMA. Negotiations continued and ultimately the proposed lease agreement was produced (Appendix 01).

Analysis

As noted in the background, the Lion's Den space has been very sparsely used since our previous long-term tenant moved out. Open Studio Libre is an important provider of community recreation and leisure services that is best suited to remain close to their current location in downtown Haileybury. The City has an ongoing positive relationship with the Temiskaming Art Gallery and Staff have no concerns entering into this lease agreement with them.

The space is already heated and no noticeable increase in utilities is expected with a long-term tenant in place. City maintenance staff will complete some overdue repairs to the first-floor entrance to this space.

Relevant Policy / Legislation / City By-Law

- 2023 Recreation Services Operation Budget
- 2024 Proposed Recreation Services Operation Budget

Consultation / Communication

- Consultation with the Superintendent of Parks and Facilities

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 lease agreement is expected to provide the following revenues for each of the next 5 years:

- 2023 - \$575 (1 Month)
- 2024 - \$6,925
- 2025 - \$7,200
- 2026 - \$7,225
- 2027 - \$7,500
- 2028 - \$6,875 (11 Months)

Revenue for this space has been included in the preliminary 2024 budget submissions.

Climate Considerations

After review with the City's Climate Lens, no considerations for increased CO2 emissions, or temperature and precipitation adaptation were noted.

Alternatives

Council could direct staff to forego a tenant for this space.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

**Being a by-law to enter into a Lease Agreement with the
Temiskaming Art Gallery for the use of the Lions Den in the
Shelley Herbert-Shea Memorial Arena
(December 1, 2023, to November 30, 2028)**

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

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

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

Whereas Council considered Administrative Report RS-025-2023 at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a lease agreement with the Temiskaming Art Gallery for the use of the Lions Den in the Shelley Herbert-Shea Memorial Arena from December 1, 2023, to November 30, 2028, for consideration at the November 21, 2023 Regular Council meeting; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Lease Agreement with the Temiskaming Art Gallery for the use of the Lions Den at the Shelley Herbert-Shea Memorial Arena.

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 the Temiskaming Art Gallery for the use of the Lions Den in the Shelley Herbert-Shea Memorial Arena from December 1, 2023 to November 30, 2028, 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 21st, day of November, 2023.

Mayor

Clerk



Schedule “A” to

By-law No. 2023-000

Lease Agreement between

The Corporation of the City of Temiskaming Shores

And

Temiskaming Art Gallery

For use of the Lions Den in the Shelley Herbert-Shea Memorial Arena

This lease made this 21st day of November, 2023.

Between:

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

And:

Temiskaming Art Gallery
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the lands in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Ferguson Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

1. Leased Premises

The Lessor hereby demises and leases to the Lessee the "Lion's Den" in the Lessor's Building located at 400 Ferguson Avenue, Haileybury, Ontario being hereinafter called the "premises". The "Lion's Den" being further described as a room on the second floor of the building of approximately 1,000sqft. in size.

2. Ingress and Egress

Together with the right of ingress and egress for the Lessee's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the 1st day of December 2023 and ending on the 30th day of November 2028.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of \$575 per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof.

During the second year (December 2024 - November 2025) of the agreement the lessee agrees to pay the sum of \$600 per month plus HST.

During the third year of the agreement the lessee agrees to pay the sum of \$600 per month plus HST.

During the fourth year of the agreement the lessee agrees to pay the sum of \$625 per month plus HST.

During the fifth year of the agreement the lessee agrees to pay the sum of \$625 per month plus HST.

And the parties hereto covenant and agree as follows:

5. Tenant’s Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telecommunications** - to pay the cost of telecommunications to the premises;
- c) **Compliance with by-laws** - to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the condition, maintenance, use or occupation of the Lands or the Premises; and in so doing the Tenant shall make the necessary alterations, repair, or addition to or deletion from any part of the Premises or any equipment or other facility used in connection with or appurtenant to the Lands provided that the use of any part of the Lands as a non-conforming use under the applicable zoning by-law is not a violation of the provisions of this paragraph;
- d) **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;
- e) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- f) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be

unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;

- g) **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;
- h) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- i) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants during the last month of the term;
- j) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby;
- k) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant. The Tenant shall be permitted to refer to the Premises as “Open Studio Libre” and display a sign on the exterior of the building in a location and manner approved by the Landlord;
- l) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, they shall be entitled to terminate this lease upon giving 120 days written notice to the Landlord;
- m) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building

and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration;

- n) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance (at a minimum of \$2,000,000 of coverage) with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy;

- o) **Storage Cabinet** – To pay for the installation, maintenance and upkeep of a storage cabinet to be located in the hallway between the Premise's entrance and the upstairs washrooms of the Building. The storage cabinet shall have dimensions no larger than 60” wide, 72” tall and 30” deep;
- p) **Cleaning** – The tenant shall be responsible for maintaining the cleanliness of the Premises.

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance, washrooms (including the washrooms on the second floor of the building) and the stairways and corridors of the building leading to the premises;
- d) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) **Heat** - to heat the premises;
- f) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

- g) **Notice** – the Landlord may terminate the lease upon giving 120 days written notice in accordance with the provisions stated in the Commercial Tenancies Act;
- h) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers;
- i) **Keys** - to provide two (2) keys to access the Premises;
- j) **Storage Cabinet** – permit the Tenant to place a storage cabinet in the hallway between the Premise’s entrance and the upstairs washrooms of the Building. The storage cabinet shall have dimensions no larger than 60” wide, 72” tall and 30” deep.

7. **Provisos**

Provided always and it is hereby agreed as follows:

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

the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefor, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - 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) **Overholding** - 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 designate 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, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 1090, Haileybury, Ontario P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

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

9. Effect of Lease

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

all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

Remainder of Page left Blank Intentionally

Signed and Sealed in
the presence of

Signature

Municipal Seal

Mayor – Jeff Laferriere

Clerk – Logan Belanger

Subject: Building Decarbonization Feasibility Study RFP Award **Report No.:** RS-026-2023

Agenda Date: November 7, 2023

Attachments

Appendix 01: Bid Results
Appendix 02: RS-RFP-005-2023 Scoring Summary
Appendix 03: Agreement (Draft By-law)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-026-2023; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with WF Group Inc. for the Building Decarbonization Feasibility Study in the amount of \$95,000.00, plus applicable taxes, for consideration at the November 21, 2023 Regular Council meeting.

Background

The study aims to help the City of Temiskaming Shores significantly reduce greenhouse gas (GHG) emissions from its public facilities. It will assess the best approach for reducing emissions through cost-effective energy improvements over several years. This effort is in response to the City's corporate Greenhouse Gas Reduction Plan, adopted in 2023, which aims to achieve a 40% reduction in GHG emissions by 2033 and net-zero emissions by 2050. Facilities account for 41.6% of the city's total corporate emissions, making it a crucial area for emissions reduction. The city secured funding from the Federation of Canadian Municipalities (FCM) Green Municipal Fund's Community Buildings Retrofit (CBR) initiative, which requires applicants to develop multiple decarbonization pathways for each identified facility to reduce per site GHG emissions by 50% in 10-years and 80% in 20-years. The study's results will be shared with FCM and provide the city with a roadmap for decarbonization, identifying short-term priorities and informing capital planning.

Council approved the Building Decarbonization Feasibility Study as part of the 2023 municipal capital budget with a budgeted amount of \$200,000 (FCM Grant: \$160,000.00/ City Contribution: \$40,000).

Request for proposal RFP-005-2023 Building Decarbonization Feasibility Study was released on the City's website and BidDingo on September 13, 2023.

Analysis

Eleven submissions were received in response to RS-RFP-005-2023 by the closing date of October 23, 2023 at 2:00 p.m.

The submissions received are listed below and summarized in Appendix 01:

Dillon Consulting Limited - \$105,316.00
CIMA Canada Inc. - \$285,121.00
WF Group Inc. - \$95,000.00
Entuitive Corporation - \$541,235.00
J.L. Richards & Associates Limited - \$137,779.00
H.H. Angus & Associates Limited - \$61,529.00
Ecovert Corporation - \$170,000.00
WSP Canada Inc. - \$157,050.00
Green PI Inc. - \$181,467.00
BPA - \$241,550.00
NORR - \$671,525.00

The submissions were reviewed and evaluated in accordance to the requirements of the RFP and deliverables to be provided by the submitters.

City staff completed scoring of the project as follows (Appendix 02):

Bidder	Score
WF Group Inc.	842.5
H.H. Angus & Associates Limited	766.5
J.L. Richards & Associates Limited	733.5
Dillon Consulting Limited	717.5
WSP Canada Inc.	663
CIMA Canada Inc.	612
NORR	601
Green PI Inc.	598.5
BPA	593
Entuitive Corporation	556.5
Ecovert Corporation	530

The evaluation of the eleven submissions for the Building Decarbonization Feasibility Study RFP has resulted in the recommendation to award the RFP to WF Group. They not only submitted a highly competitive bid but also met or exceeded all the requirements outlined in the RFP.

WF Group demonstrates a strong commitment to sustainability and decarbonization, backed by extensive experience and a well-qualified team. Their clear understanding of project objectives, and detailed methodology show their ability to effectively deliver the required information for the City. They provided transparent cost estimates and offer innovative value-added services. They also have solid references and experience with similar projects within the same FCM funded program. Their ability to work with municipalities and navigate funding programs like the FCM CBR program is a distinct advantage. Overall, WF Group exhibits a high level of competence to undertake a feasibility study of this scope.

HH Angus submitted the lowest bid and demonstrated a strong understanding of project objectives, along with a highly qualified team. However, their limited experience with the FCM CBR funding program, incomplete preliminary cost estimates, and a lack of clarity concerning the application of value-added services and collaboration expectations with City staff introduced some uncertainty. Additionally, their proposed total hours fall significantly short of other submissions, raising concerns about their ability to thoroughly complete the project without compromising quality. These considerations contributed to a slightly lower ranking, despite their overall lower cost bid.

J.L. Richards, Dillon Consulting, WSP, CIMA+, NORR, Green PI, BPA, Entuitive, and Ecovert also submitted competitive proposals, each showcasing strengths in various aspects. Their clear understanding of the project objectives, relevant qualifications, and innovative approaches highlight their potential contributions to the feasibility study. However, the differences in their cost estimates, experience with projects of similar scope, and clarity in value-added services led to variations in their rankings.

Relevant Policy / Legislation / City By-Law

- 2023 Municipal Capital Budget
- [By-Law No. 2017-015, Procurement Policy](#)

Consultation / Communication

- Consultation with City Manager throughout the project

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 ☐

During the 2023 capital budget deliberation process, Council approved a budget of \$200,000 to complete this project. The budget for this project is covered by a grant from the Federation of Canadian Municipalities in the amount of \$160,000. Due to how the grant is structured, the City would be responsible for 20% of the total project costs despite being under the budgeted amount. Staff have begun preliminary negotiations with our funder to consider an expansion of the scope of this project beyond the current eight selected buildings. There is no expectation for future funding to be available for this type of study from the funder for additional buildings, so to best capitalize on the funding amounts approved, Staff believe it is in the best interest of taxpayers to expand the scope of this study. Should staff be successful in getting approval to expand the scope of the study, Council will be provided an administrative report with associated change order for their final approval.

Climate Considerations

Use of the climate lens has demonstrated that there are no adverse climate effects associated with this project.

This study plays a pivotal role in mitigating the municipality's environmental impact by identifying carbon reduction measures in carbon-intensive municipal buildings, ultimately reducing greenhouse gas emissions, and aligning with climate action goals. It promotes energy efficiency, encourages renewable energy use, and lowers operational costs, all while serving as a long-term strategy to combat climate change without exacerbating factors like rising temperatures or increased precipitation exposure.

Alternatives

Council could direct staff to cancel RS-RFP-005-2023.




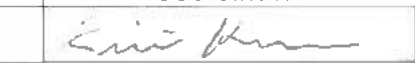
Submission

Prepared by:	Reviewed and submitted for Council's consideration by:	Reviewed and submitted for Council's consideration by:
<i>"Original signed by"</i>	<i>"Original signed by"</i>	<i>"Original signed by"</i>
Kristen Harburn Energy and Climate Change Coordinator	Mathew Bahm Director of Recreation	Amy Vickery City Manager

Document Title: **RS-RFP-005-2023 – Building Decarbonization Feasibility Study**
Closing Date: **Monday, October 23, 2023** Closing Time: **2:00 p.m.**
Department: **Recreation** Opening Time: **3:00 p.m.**

Attendees via teleconference: 705-672-2733 Ext. 4000

City of Temiskaming Shores:

Logan Belanger, Municipal Clerk	Kelly Conlin Deputy Clerk	Mathew Bahm Director of Recreation	Kristen Harburn Energy & Climate Change Coordinator
			

Others (teleconference):

Maya BPA	Chris, JLRichards	
Kula, CIMA	Patrick, Welford	
Audrey, Dillon	Trina, WSP	
Scott, Green PI	Blake, NORR	

Submission Pricing

Bidder: *Dillon Consulting Limited*

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 105,316.00

Bidder: *CIMA Canada Inc.*

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 285,121.00

Bidder: *WF Group Inc.*

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 95,000.00

Bidder: *Entuitive Corporation*

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 541,235.00

Bidder: *J L Richards & Associates Limited*

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 137,779.00

Bidder: *H H Angus and Associates Limited*

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 61,529.00

Bidder: *Ecovent Corporation*

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 170,000.00

Bidder: WSP Canada Inc.

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 157,050 .00

Bidder: Green P1 Inc.

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 181,467 .00

Bidder: BPA

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 241,550 .00

Bidder: NORR

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$ 671,525 .00

Bidder: N/A

Description	Amount (Without HST)
Building Decarbonization Feasibility Study as per Scope of Work	\$.00

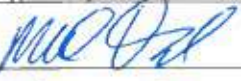
Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

Category	Submission Scores												Maximum Total Points
	Dillon Consulting	CIMA+	WF Group	Entuitive	J.L. Richards	HH Angus	Ecovert	WSP	Green PI	BPA	NORR	Weight	
Score Out of 10													
Company Experience (15%)													
A description of the proponent including vision and mission as it relates to the decarbonization of commercial buildings	9.5	9	8.5	9.5	9.5	9	9	9.5	9	9.5	9.5	4	40
A description of its knowledge, skills/qualifications, and past experiences relevant to the deliverables and the project objectives	7	8.5	8.5	8	8.5	6.5	7	8.5	7.5	7.5	8.5	6	60
A minimum of three (3) reference projects of similar scope, including the name of the client, approximate contract value, and Key Staff involved in delivering the projects	6	8	9	6.5	7.5	6	6	7.5	7.5	9	6	5	50
Project Team Qualifications (10%)													
Identify the Project Manager that will be responsible for the overall delivery of the project and their qualifications in delivering projects of similar scope	9.5	8.5	9.5	9.5	9	9	9.5	9.5	9.5	9.5	9.5	5	50
Identify the key staff of the proponent, its agents and/or subcontractors that will be leading various elements of the work program and their qualification in delivering projects of a similar scope. Include the team structure in a project organization chart, and CVs can be provided in an Appendix	9.5	9.5	8.5	9.5	9.5	8.5	9.5	9.5	9.5	9.5	9.5	5	50
Project Understanding and Methodology to Achieve Workplan (35%)													
A description of the proponent's understanding of the project objectives and desired outcomes, and how the proponent's proposal and experience will be able to deliver on those objectives	6.5	8.5	8.5	8	8.5	7.5	8	9	8.5	8	7.5	7	70
A description of the proponent's methodology and expected timelines to complete each of the Deliverables	8.5	9	8.5	8.5	8.5	8	7.5	9.5	8.5	8.5	9	7	70
A preliminary cost to conduct and complete a Site Investigation, Energy Model, and GHG Reduction Pathway Scenarios for each of the targeted facilities identified in Table 1.	6	8	8	6	8.5	5.5	8	8	8	7.5	8	7	70
An itemized workplan in a time-task matrix, including assigned staff and their expected hours dedicated to the project. A separate Gantt chart showing the timing and milestones dates for each stage of the project shall also be included and shall conform to the timelines in Energy Modelling (section 8). Do not include any hourly rates or pricing info	8	9.5	9.5	8	9.5	6	7	9.5	8.5	9.5	9.5	7	70
Identify expectations of City staff, including acceptable review time frames for draft and final deliverables	8.5	7.5	8	6	8.5	5	6.5	8.5	9	7.5	9.5	7	70
Value Added (10%)													
Members of the proponent must be familiar with the City's infrastructure and needs for this investigation	7	9	8.5	8	9	5	6	7	8	7.5	7.5	10	100
References (Pass/Fail)													
Each proponent is requested to provide three (3) references from similar contracts held within the last five (5) years.													
The reference checks will be completed for the highest scoring proponent only. Should the highest scoring proponent receive one or more negative reference(s), the City, at its discretion, may remove the proponent and proceed to the next highest proponent.	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass		Pass
The City and/or staff that are currently employed with the City, and any individual employed within the past three years should not be listed as client references or utilized to provide letters of recommendation, letters of acknowledgement or any similar documentation meant to provide the same information													
Estimated Fees and Disbursements (30%)													
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	6.00	0.25	8.00	0.25	4.00	10.00	0.25	2.00	0.25	0.25	0.25	30	300
Weighed Summary (Totals):													
	717.5	612	843	556.5	733.5	766.5	529.5	663	599	593	601		1000

Reviewed and Approved by: Matt Bahm

Signed:

Dated:


Nov 1, 2023

The Corporation of the City of Temiskaming Shores

By-law No. 2023-000

**Being a by-law to enter into an agreement with WF Group Inc. for the
Building Decarbonization Feasibility Study**

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

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

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

Whereas Council considered Administrative Report No. RS-026-2023 at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement WF Group Inc. for the Building Decarbonization Feasibility Study in the amount of \$95,000.00, plus applicable taxes, for consideration at the November 21, 2023 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 an agreement with WF Group Inc. for the Building Decarbonization Feasibility Study in the amount of \$95,000.00, 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 21st day of November, 2023.

Mayor

Clerk

DRAFT



Schedule “A” to

By-law 2023-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

WF Group Inc.

For the Building Decarbonization Feasibility Study

This agreement made this 21st day of November 2023.

Between:

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

and

WF Group Inc.
(hereinafter called “the Consultant”)

Witnesseth:

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

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
Building Decarbonization Feasibility Study
Request for Proposal No. RS-RFP-005-2023**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01; and
- c) Complete, as certified by the Director, all the work by **December 31, 2024**.

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00) plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Manager shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure

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

The Consultant:

WF Group Inc.

675 Queen Street South, Suite 111
Kitchener, Ontario
N2M 1A1

The Owner:

City of Temiskaming Shores

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

The Director:

Director of Recreation

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

Remainder of Page left blank intentionally

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

Signed and Sealed in
the presence of

WF Group Inc.

Garth Cressman, CEO and Partner

Municipal Seal

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

Mayor – Carman Kidd

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2023-000

Form of Agreement

City of Temiskaming Shores | RS-RFP-005-2023

BUILDING DECARBONIZATION FEASIBILITY STUDY

October 23, 2023 at 2:00 PM

TECHNICAL PROPOSAL

WALTERFEDY

Kitchener Office (Head Office)

675 Queen Street South, Suite 111

Kitchener, Ontario N2M 1A1

T: 519-576-2150

F: 519-576-5499

walterfedy.com

2023-0734-01

October 23, 2023

Logan Belanger, Clerk
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive,
Haileybury, ON POJ 1K0

Dear Logan,

RE: RS-RFP-005-2023 Building Decarbonization Feasibility Study

As communities continue to grow, local infrastructure is required to adapt to the needs of the public and an ever-changing environment. As the City of Temiskaming Shores (the City) understands, modernizing these community based spaces with sustainable and energy efficient strategies will be an invaluable asset to creating spaces that are appreciated by all. WalterFedy is excited to partner with the City to act upon this initiative.

The City is seeking a qualified and experienced engineering consultant to provide consulting services for its Building Decarbonization Feasibility Study (the "Study") project. This project provides the opportunity to develop a Study that provides innovative and sustainable initiatives for eight (8) buildings within the municipality. WalterFedy appreciates the importance of completing this assignment in a timely manner with a focus on minimizing community impacts while delivering a high-quality, cost-effective project for the City.

Achieving these project objectives while remaining within the City's budget and project schedule will require a team experienced in delivering complex projects and managing large teams of stakeholders and consultants. The WalterFedy team is this ideal team. With a collective commitment to creating innovative solutions and with a focus on Climate Change Action, our collaborative team brings a pragmatic design approach informed by an unparalleled knowledge and detailed understanding of the City and its climate action initiatives. Our Energy and Carbon Solutions (ECS) team lead by Project Manager and Team Leader, Patrick Darby, are prepared to work with WalterFedy's integrated team of engineers to bring an incomparable combination of knowledge, experience, project management ability, technical proficiency, and commitment to providing outstanding service to the City.

We look forward to working with the City on this important project and trust that our submission meets your high standards of quality and technical excellence. We've prepared our response in accordance with the requirements laid out in the RFP and subsequent Addenda. Should you have any questions, please don't hesitate to contact us directly.

Sincerely,

WALTERFEDY



Patrick Darby, P.Eng., CEM, CMVP, LEED AP
Project Manager, Team Manager, Partner
pdarby@walterfedy.com

A part of WF Group

City of Temiskaming Shores
RS-RFP-005-2023
Building Decarbonization Feasibility Study

Form of Proposal

I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

We/I hereby offer to enter into an agreement for the services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Bid Form	Amount
Building Decarbonization Feasibility Study as per Scope of Work (exclusive of HST)	\$ 95,000 .00

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER 1 and 2 in preparing my/our proposal.

Company Name: WF Group Inc.

Contact Name (Print): Patrick Darby

Mailing Address: 675 Queen Street South, Suite 111, Kitchener, ON N2M 1A1

Phone Number: 519-576-2150 x271

Email Address: pdarby@walterfedy.com

Bidders Authorized
Official (Print) Garth Cressman

Title CEO and Partner

Authorizing Signature 

Date: October 23, 2023

Form 1 to be submitted.

City of Temiskaming Shores
RS-RFP-005-2023
Building Decarbonization Feasibility Study

Non-Collusion Affidavit

I/ We Garth Cressman the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

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

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

Bidders Authorized
Official (Print)

Garth Cressman

Title

CEO and Partner

Authorizing Signature



Date:

October 23, 2023

Form 2 to be submitted.

City of Temiskaming Shores
RS-RFP-005-2023
Building Decarbonization Feasibility Study

Conflict of Interest Declaration

Please check appropriate response:

☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

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

Bidders Authorized
Official (Print)

Garth Cressman

Title

CEO and Partner

Authorizing Signature



Date:

October 23, 2023

Form 3 to be submitted.

City of Temiskaming Shores
RS-RFP-005-2023
Building Decarbonization Feasibility Study

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Bidders Authorized
Official (Print)

Garth Cressman

Title

CEO and Partner

Authorizing Signature



Date:

October 23, 2023

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

OR

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

Form 4 to be submitted

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APPENDICES

APPENDIX A	CURRICULA VITAE
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1. COMPANY **EXPERIENCE**

1.1 **DESCRIPTION OF PROPONENT**

WHO WE ARE

WalterFedy is a dynamic, integrated design firm delivering creative solutions and practical built environments. Since our inception in 1951, we have continued to learn, adapt, and evolve to best serve our clients. In 1970, we became one of Canada's first integrated design firms in order to deliver a level of coordination and team commitment not served by the traditional project model.

Our expertise includes energy and carbon solutions; mechanical, electrical, structural, and civil engineering; architecture; asset and facilities management; and construction management through our sister company, AEC Developments. The value of our integrated nature shines through our modern team structure, which allows us to share lessons learned and discuss project challenges organically.

We are a passionate and value-driven team committed to enhancing the world around us. Inspired by two of our core values – Integrity and Environmental Sustainability – we have committed to achieving a Beyond Zero Carbon goal. Each year, we will strive to reduce our corporate carbon emissions while offsetting our remaining carbon, becoming carbon-neutral now while working on reducing our emissions well into the future.

HOW WE WORK

We view each project as an opportunity to build a relationship. We value the creative process, and spend the time to work with stakeholders to understand your objectives. Our collaborative spirit is furthered by our ability to quickly solicit feedback. Going beyond scheduled meetings with specific agendas, this continuous state of collaboration enables designers to seek discipline-specific and big picture input on a moment's notice. These impromptu meetings provide our designers with a variety of perspectives, and allow us to offer all-inclusive and comprehensive solutions to meet our client's needs.

We have developed our team to envision the project as a whole. Coordination is facilitated from design through construction, as project leaders have quick and easy access to all design disciplines, and team members interact continuously. This is the benefit of being in an integrated practice: we routinely think about how each design element impacts all aspects of the project.

Effective October 1, 2023, WalterFedy Inc. has become WF Group Inc. but will operate under the WalterFedy brand. There will be no other change in WalterFedy's operations or services.



ENERGY AND CARBON SOLUTIONS AT WALTERFEDY

In our Energy and Carbon Solutions (ECS) team, we base project success on the value and experience our clients have obtained through the project journey. We understand the impact we can have on our clients and global community is long term and we take that to heart.

In line with our core value of environmental sustainability to heart, we are passionate about the opportunities we uncover, and are always proud to see each of our projects implemented. ECS was founded on the principals of understanding our clients, developing practical solutions to achieve desired energy and greenhouse gas (GHG) outcomes, and supporting through implementation. We see ourselves as primary drivers to supporting parallel global climate goal initiatives and economic growth.

Our ECS group is comprised of professional engineers, certified energy managers, certified measurement and verification professionals, LEED® accredited professionals, and project management professionals. The team provides complete turnkey facility solutions, allowing us to offer holistic, efficient services with greater clarity and convenience for our clients.

KEY SERVICES



Energy and GHG
Feasibility Studies



Energy and GHG
Planning



Sustainable
Project Design



Energy
Modelling



Economic
and Financial
Analysis



Measurement
and
Verification



SUB-CONSULTANTS

Our team will be supported by AEC and CIMCO Refrigeration (CIMCO).

Our sister company, **AEC**, is a construction management firm with over 50 years of experience. Andrew Cullen will act as a cost estimator, bringing decades of experience to bear. **CIMCO** will provide refrigeration consulting. Benoit Rodier, as a refrigeration specialist, brings over 30 years of experience and has worked on several projects in the recreation and food industries. CIMCO is a recognized leader in sustainable refrigeration and is North America's largest supplier of thermal solutions catering to industrial, recreational and commercial sectors.

All consultants will be coordinating and working alongside the WalterFedy project team and will report to our Project Manager and Project Coordinator.

1.2 KNOWLEDGE, SKILLS, & PAST EXPERIENCE

We've worked with both municipalities and commercial clients to develop major community- and corporation-wide climate plans and strategies. These projects have consistently featured ambitious goals, such as an 80% reduction in carbon by 2050, complete carbon neutrality by 2050, and 100% renewable energy by 2050. Our experience delivering feasibility studies, energy audits, emissions and energy modelling, and long-term GHG and carbon reduction plans is demonstrated in our most recent projects:

- WalterFedy completed energy audits for the City of Kitchener to identify and evaluate GHG reduction opportunities and created roadmaps to significantly reduce energy consumption and GHG emissions for 36 of their facilities, including arenas, indoor pools, sports complexes, community centres, outdoor pools, fire halls, City Hall, the Kitchener Market, and operations centre.
- We developed a Climate and Energy Action Plan for the University of Waterloo, including each of their more than 70 facilities. This is in alignment with the University of Waterloo's goal of achieving carbon neutrality by 2050.
- We completed integrated zero carbon feasibility studies including schematic design at six Region of Waterloo facilities.
- We completed several Green and Inclusive Building (GICB) submissions, including zero carbon modelling and planning for the City of Cambridge, City of Kitchener, City of Woodstock, and Mohawks of Bay of Quinte.
- We completed the design of zero carbon retrofits at the Susan Fennell Sports Complex in the City of Brampton.
- WalterFedy is currently designing four new net zero (CaGBC net zero design certified) facilities in southern Ontario. The ECS team worked through multiple iterations of complex energy modelling, life cycle assessment modelling (embodied carbon), solar photovoltaic (PV) array modelling, green hydrogen generator analysis, geothermal system modelling and design, and holistic carbon planning and road mapping for each project.
- We completed a comprehensive Path to Net-Zero Plan for Conestoga College, including energy audits, energy studies, and the design of geothermal, heat pump, solar photovoltaic (PV), and ice storage integration at the College's Doon and Cambridge campuses.
- We are currently working with both the City of Barrie and the City of Windsor on decarbonization pathways to significantly reduce their GHG emissions. Both of these projects are being funded under the FCM CBR funding program. As a result, our multidisciplinary team is very familiar with navigating this scope of work, project type, and funding program structure. Additionally, one of the City of Windsor's targeted facilities is the WFCU Centre (home of the Windsor Spitfires).
- WalterFedy has completed a number energy audits, feasibility studies, and net zero plans for the Elexicon group.

Our overall portfolio of energy and carbon conservation work, particularly at recreational complexes, positions us to effectively complete these GHG reduction pathway feasibility studies for the City. Our experience and skillset, including environmental compliance engineers, a professional planner, and a refrigeration specialist, paired with our low carbon transition planning experience, allows us to fully appreciate the opportunity this presents and provide the City with comprehensive strategies for each municipal facility.

We have a vast array of experience in projects from ASHRAE Level 1, 2, and 3 energy audits to complete roadmap planning and strategies. Recently, we completed Net Zero Carbon studies at two City of Brampton recreational facilities, providing the City of Brampton with strategies and supporting calculations for 50%, 80%, and 100% GHG reductions by 2030. Additionally, we have completed energy audits and net-zero energy emissions for three City of Markham community centers.



1.3 PROJECT EXPERIENCE

The City will benefit from the combined experience of WalterFedy and our sub-consultants. Our team has comprehensive experience working on projects in many sectors with a variety of municipalities, including a number of LEED and LEED-like, Net Zero, Net Zero Ready, and sustainability-focused projects such as GHG and feasibility studies, energy audits and assessments, and energy retrofits. The status of these projects range from in-progress to completed to recommendations in progress.

We are currently working at various stages of the FCM CBR program with the City of Barrie, the City of Windsor, Grey County, the Town of Collingwood, and the Town of Whitby on decarbonization pathways to significantly reduce their GHG emissions. These projects are being funded under the FCM CBR funding program. As a result, our multidisciplinary team is very familiar with navigating this scope of work, project type, and funding program structure. Additionally, recreation complexes represent a number of the facilities being analyzed including, WFCU Centre (home of the Windsor Spitfires) with the City of Windsor, the Iroquois Park Sports Centre in Whitby, and Peggy Hill community centre in Barrie to name a few.

A selection of our recent municipal clients include:

City of Kitchener	City of Waterloo	Region of Waterloo	Niagara Region
City of Cambridge	City of Brampton	City of Windsor	York Region
City of Markham	City of Barrie	Town of Aurora	Oxford County
City of Guelph	City of Toronto	Halton Region	Town of Whitby

Please find detailed examples of our experience working on projects similar in scope and value on the following pages.



ENERGY AUDITS, FEASIBILITY STUDIES, AND DEEP CARBON RETROFIT

City of Kitchener

PROJECT ADDRESSES

Total of 36 locations across the City of Kitchener

START DATE

August 2019

COMPLETION DATE

January 2020

CONTRACT VALUE

\$192,585 (No variance between budget and final cost)

BUILDING TYPES

Recreational, arena, indoor & outdoor pools, sports complexes, community centres, fire halls, municipal government, operations

KEY TEAM MEMBERS

Patrick Darby, Matt Woods, Cory Rosa

SUB-CONSULTANTS

N/A

The City of Kitchener's Corporate Climate Action goal is in line with the overarching Region of Waterloo goal: 80% reduction in carbon by 2050. Planned actions include adherence to high-efficiency or net-zero carbon and energy standards on buildings, and to complete comprehensive energy audits and feasibility studies on its existing facilities.

Accordingly, the City of Kitchener engaged WalterFedy to complete energy audits and feasibility studies to identify and evaluate opportunities, and create a roadmap to significantly reduce energy consumption and GHG emissions of 36 of its facilities, including comprehensive facility types such as arenas, indoor pools, sports complexes, community centres, outdoor pools, fire halls, City Hall, the Kitchener Market, and operations centre, among others. A partial FCM grant was provided for these studies.

The three feasibility studies including recreational facilities were focused on deep carbon neutral energy retrofits at a number of important facilities. Our approach to the deep carbon neutral energy retrofit feasibility studies included the following: culture and behaviours, conservation and load reduction, active system electrification, and renewable source energy.

We focused our approach and final recommendations to be directly in line with the City of Kitchener and Region of Waterloo's overarching goals, granular practicalities of their workflow, and industry trends. The recommendations from our feasibility studies and energy audits are being incorporated into the budgeting process for implementation.

Please find a letter of reference from Mike Wigzell, Supervisor of Facilities Management, attached in Appendix E.



RECREATION CENTRE ENERGY RETROFIT FEASIBILITY STUDIES

City of Brampton

PROJECT ADDRESSES

44 Eastbourne Dr,
Brampton, ON, L6T 2B2;
340 Vodden St E,
Brampton, ON L6V 2N2

START DATE

October 2020

COMPLETION DATE

October 2021

CONTRACT VALUE

\$83,345 (No variance
between budget and final
cost)

KEY TEAM MEMBERS

Patrick Darby, Cory Rosa,
David Brodrecht

SUB-CONSULTANTS

CIMCO Refrigeration

WalterFedy completed two comprehensive feasibility studies to develop a pathway to net-zero emissions for Earnscliffe Recreation Centre and Century Gardens Recreation Centre (206,540 sq.ft. total). These studies were in alignment with the City of Brampton's Energy and Emissions Management Plan 2019–2024: A Zero Carbon Transition to achieve a zero-carbon transition for the City of Brampton's new and existing corporate facilities.

Built in 1971 and 1973 respectively, both facilities are part of the City of Brampton's Recreation division. These facilities include diverse public amenities, including ice rinks, pools, fitness centre, sauna, community meeting rooms, snack bar, auditorium, outdoor tennis courts, soccer field, baseball diamonds, and playgrounds. Each investment-grade feasibility study included 11 energy modelling scenarios. Post-retrofit scenarios were made up of three modelled scenarios for each of the following GHG emission reduction targets: Net Zero for operations, 80% emissions reduction, and 50% emissions reduction. Post-retrofit scenarios were compared to the business-as-usual case and include a schematic design with cost estimate, life cycle savings and costs, GHG reductions (CO₂e tonnes), dollars per tonne of GHGs reduced, and thermal occupant comfort impacts.

Overall, the goal was to achieve the respective targets over a 25-year life cycle. On project completion, the City of Brampton was presented with a feasible path, including schematic design and quantification of all key decision-making metrics to move forward with final direction and project design and implementation.



"WalterFedy worked with the City to provide detailed strategies to support our zero carbon goals at three facilities. As an Energy Manager at the City, I can attest to their high quality of work and holistic approach to working with our team's stakeholders, ensuring comprehensive low-carbon roadmaps for the future of all three buildings."

— Amanda Martin, Energy Manager

ENERGY AUDITS AND CARBON NEUTRAL ROADMAP

City of Markham

PROJECT ADDRESSES

7755 Bayview Ave,
Thornhill, ON, L3T 4P1;

8600 McCowan Road,
Markham, ON, L3P 3M2;

2400 John St., Thornhill,
ON, L3T 6G7

START DATE

November 2021

COMPLETION DATE

September 2022

CONTRACT VALUE

\$158,000 (No variance
between budget and final
cost)

KEY TEAM MEMBERS

Patrick Darby, Cory Rosa,
David Brodrecht

SUB-CONSULTANTS

CIMCO Refrigeration

WalterFedy completed energy audits and detailed energy and carbon modelling to develop an understanding of end uses and GHG-emitting infrastructure. Subsequently, this aided in developing a pathway for carbon neutral retrofit planning to achieve net-zero energy emissions (NZEE) for three City of Markham facilities before 2050: Thornhill Community Centre (180,000 sq.ft.), Centennial Community Centre (142,000 sq.ft.), and R.J. Clatworthy Arena (33,284 sq.ft.).

Our team developed an actionable retrofit plan to provide energy efficient strategies with energy generated from on- or off-site renewable energy sources. We performed ASHRAE Level 2 energy audits as well as air tightness testing, geothermal review, and review of the ice pad equipment with a specialized refrigeration consultant. WalterFedy's holistic assessment of the facilities encompassed all building systems to effectively identify and provide realistic solutions for the anticipated remediation/retrofit efforts needed to achieve the City's energy and GHG emission reduction targets.

The project included the development of calibrated energy models to further understand each building's energy use, energy end uses, and GHG-emitting infrastructure. In collaboration with the City of Markham, iterations of measures were generated, including options such as energy conservation, energy efficiency (including heat recovery), fuel switching (electrification), on-site renewable energy, and purchasing local renewable energy credits (RECs) for any remaining outstanding energy balance. The final report showcased four modelled retrofit roadmap options compared with the business-as-usual option, with estimated costs, savings, and return on investment (ROI) in alignment with the NZEE goal for the three facilities. This project was supported by both FCM and GICB funding.

Please find a letter of reference from Joken Chiu, the City's Energy and GHG Analyst, attached in Appendix E.

2. PROJECT TEAM **QUALIFICATIONS**

2.1 **PROJECT MANAGER**



Patrick Darby, P.Eng., CEM®, CMVP®, LEED® AP

Project Manager, Senior Carbon Specialist

Patrick's career has contributed to the development of sustainable practices within the building industry. He has a wealth of practical knowledge from the perspective of both design and construction as well as building energy performance and sustainable practices.

Patrick has been a champion for sustainability in engineering at WalterFedy since joining the team in 2008.

Patrick integrates his mechanical engineering background with environmental advocacy to develop future-conscious solutions for his clients. As manager of our Energy and Carbon Solutions (ECS) team, he challenges people to explore new approaches to carbon reduction and energy conservation, and actively encourages clients to make savvy, green choices for their buildings. He is also the chair of Smart Energy Oxford, which has a mandate to support the county-wide goal of 100% renewable energy by 2050.

For nearly 14 years, Patrick has designed and performed on many high-profile buildings, including the University of Waterloo's Environment 3 Building, which obtained LEED® Platinum certification. Using his understanding of current and emerging sustainable practices and design, he leads teams in developing energy audits, engineering studies, energy and greenhouse gas (GHG) planning, thermal and electrical metering, conceptual and schematic engineering design, and measurement and verification services across a diverse client sector and project base. Patrick's technical skillset and leadership capabilities allow him to understand client needs and support short- and long-term initiatives.

2.2 **KEY STAFF**



Matt Woods, B.Eng., EIT

Energy and Carbon Specialist, Project Coordinator

Matt is a passionate Energy and Carbon Specialist with broad experience completing energy efficiency projects in the public and private sectors. Throughout his career, he has provided his expertise on Net Zero Carbon Studies; ASHRAE Level 1, 2, and 3 Energy Audits; conservation and demand management plans; and

several government grant applications. As a member of WalterFedy's ECS group, Matt has worked on the University of Waterloo's Climate and Energy Action Plan, Oxford County's energy planning program, resort-wide energy planning for Blue Mountain Resorts, and energy audits for the City of Kitchener and Blue Mountain Resorts, among many others.



Cory Rosa, P.Eng., PMP

Energy Modelling Lead

Cory is an innovator of energy-efficient solutions with 8 years of experience. His leadership skills have been developed through experience leading teams throughout his career. Cory's extensive experience includes net zero planning, carbon feasibility studies, energy audits, and engineering feasibility studies in support of long-term sustainability strategies and master plans. Cory's passion for developing energy-efficient solutions is evident in his work, and his overall mission is to work toward a prosperous and sustainable society. As a member of WalterFedy's ECS team, Cory has provided his expertise not only in energy analysis, but also through his project management of a number of projects, including numerous engineering studies, analyses, and energy models.



David Brodrecht, P.Eng., M.S.A.A.

Geoexchange Specialist

With over 18 years of experience in the renewable energy sector and 12 years designing commercial and residential geoexchange systems, David is a leading specialist in geothermal systems. David has extensive experience conducting feasibility studies and energy audits and creating geothermal and heating, ventilation, and air conditioning (HVAC) drawings. David is also adept at energy modelling and numerical simulation using numerous computer programming languages and applications. David adds value to projects through his excellent interpersonal skills, inquisitive nature, mentorship skills, and passion for sustainability.



Jordan Mansfeild, M.Eng., CEM, CMVP, EIT

Certified Energy Manager, Certified M&V Professional

Jordan is a seasoned energy manager with over a decade of experience improving energy efficiency and reducing carbon emissions linked to buildings infrastructure and fleet management. He excels at developing thoughtful green energy solutions and action plans, leveraging his rich background in data analysis and energy auditing to identify long and short-term opportunities for positive change. In addition to his extensive energy management experience, Jordan is also a skilled project manager. His confidence and commitment to excellence in budgeting, scheduling, and people management makes him a great addition to any project team.



Dave Braun, P.Eng., CCP

Commissioning Specialist

Dave is an experienced mechanical engineer and commissioning professional with more than 17 years of experience. He possesses knowledge and expertise pertaining to mechanical systems; heating, ventilation, and air conditioning (HVAC) systems; heating and cooling loads; and required testing and troubleshooting. Dave has designed and commissioned building systems

for multiple project types, including institutional, commercial, industrial and residential. His experience includes the design and testing of fan coil units with integrated ventilation and heat recovery for the Toronto multi-unit residential market.



Doug Oliver, OAA, MRAIC, LEED® AP BD+C, Associate

Architect & Building Envelope Specialist

Doug has worked closely with municipal clients on many projects developing designs which give shape and identity to the day to day processes. He is a highly accomplished architect who has distinguished himself on projects in the educational, commercial, and health care sectors, while guiding the

development of our sustainable design team. He excels at complex user group meetings to source and then provide the optimal architectural solution. His extensive project experience and long-standing application of sustainable design principles drives him to provide quality service, exceptional value, and architectural excellence for clients.



Andrew Portengen, P.Eng., Senior Associate

Senior Mechanical Engineer

Andrew possesses proficient knowledge of the mechanical applications of the Ontario Building Code, ASHRAE 90.1, ASHRAE 62, and is experienced with AutoCAD and Revit MEP software. He has extensive experience in plumbing, fire protection, and HVAC design. His experience includes mechanical design for buildings in the municipal, education, healthcare, institutional, residential,

and industrial sectors. Andrew has lent his mechanical expertise to a number of WalterFedy's high profile projects, including work for Conestoga College, the University of Guelph, and Fanshawe College.



Tim Dietrich, P.Eng.

Senior Electrical Engineer

Cory is an innovator of energy-efficient solutions with 8 years of experience. His leadership skills have been developed through experience leading teams throughout his career. Cory's extensive experience includes net zero planning, carbon feasibility studies, energy audits, and engineering feasibility studies in support of long-term sustainability strategies and master plans. Cory's passion for developing energy-efficient solutions is evident in his work, and his overall mission is to work toward a prosperous and sustainable society. As a member of WalterFedy's ECS team, Cory has provided his expertise not only in energy analysis, but also through his project management of a number of projects, including numerous engineering studies, analyses, and energy models.



Russ Parnell, M.A.Sc., P.Eng., Partner

Senior Structural Engineer

Russ has over a decade of structural design and project management experience with multi-use facilities, residential developments, parking structures, post-secondary institutions, and healthcare facilities. He has experience in the design of reinforced concrete, structural steel, precast concrete, masonry, and timber structures and brings a combination of advanced technical skills, sound engineering judgment, and a practical approach to design and construction. Russ has successfully led teams in the structural design of large, complex, multi-phased projects, adding value through innovative design approaches.

2.3 SUB-CONSULTANTS

AEC

ANDREW CULLEN, P.Q.S., G.S.C.

Cost Estimator

Andrew has over two decades of experience developing successful estimates. He works with clients to collect and analyze data to assess the time, money, materials, and labour required to construct or retrofit buildings. His experience spans the municipal, commercial, industrial, multi-residential, and education sectors. Andrew is known for develop realistic estimates to help guide projects and make sure they're completed on time and within budget.



Benoit Rodier, P.Eng.
Refrigeration Specialist

Benoit Rodier, P.Eng., is currently the Director of Business Development at CIMCO Refrigeration. With over 30 years of industrial refrigeration experience, Benoit, a mechanical engineer, has been all throughout the sales, general management, and business development in the refrigeration industry. He has a strong ability to lead successful teams in achieving business objectives and meeting financial targets.

2.4 PROJECT ORGANIZATIONAL CHART

Please find the project organizational chart attached in Appendix A.

2.5 TEAM CURRICULA VITAE

Please find the curricula vitae of all team members listed above attached in Appendix B.



3. PROJECT UNDERSTANDING & METHODOLOGY TO ACHIEVE WORKPLAN

3.1 PROJECT UNDERSTANDING & DESIRED OUTCOMES

WalterFedy will bring a full complement of knowledge and experience to your next phase of ongoing energy management and climate mitigation initiatives. Our understanding of the big picture goals of zero carbon transition plans paired with our practical knowledge and forward-thinking mentality uniquely position us to present the best strategies and plans to achieve greenhouse gas (GHG) reduction targets.

With the City's building portfolio, targeting GHG reductions at these facilities is an integral part of achieving the City's corporate climate action plans and GHG reduction targets. The City can leverage this opportunity to both outline pathways for seven facilities to meet GHG reduction targets and serve as a guide for future facilities to effectively plan for low carbon future as the City continues to expand.

Based on our understanding of your goals and our understanding of the City as a whole, we have developed our team and approach, highlighted by the following:

- **Comprehensive Team Structure:** Our team includes a comprehensive partnership of team members, meshing building expertise and knowledge of processes to optimize the project workflow and provide best value. This includes energy and carbon solutions professionals/engineers, mechanical engineers, electrical engineers, structural engineers, civil engineers, architects, refrigeration engineers, geothermal engineers, and asset and facilities management professionals.
- **Streamlined Reporting Technologies:** Our reproducible (dynamic) reporting technique imbeds narrative and analysis such that adjustments and feedback can be integrated and iterated in real-time.
- **Pilot Facility:** We will use a sample report paired with a pilot facility and expedited analysis to set the expectations early.
- **Funding Application Experience:** We have worked through applications on behalf of several clients including general coordination of the application, acting as the application representative, energy modelling to support the application, and development of the report sections required. We understand the requirements for these applications and how to incorporate them in to our final reporting for the City of Windsor.

- **Interactive Project Workshops:** We have developed our workshops to capture three key elements: education, collaboration, and response. In the education portion of the workshops, we'll walk the City's team through project backgrounds and new findings, sharing our observations and recommendations as we progress. We'll follow our educational portion with a brainstorming session, collecting ideas and opinions from the stakeholders interactively to create a virtual idea board. To complete the session, we'll poll the stakeholders for opinions and preferences to help shape the direction for the next scope of work. This project impacts multiple stakeholder groups within the City, and our feedback processes are designed to incorporate needs from all angles, including the following:
 - Asset management
 - Building standards
 - Engineering
 - Operations
 - Financial services
 - Recreation services
 - Sustainability teams

We understand the importance of effectively and responsibly transitioning these seven key buildings within the City's portfolio to low carbon and energy facilities. Our experience, will provide valuable insights into optimal GHG reduction strategies for each building to meet a 10-year 50% GHG reduction target, 20-year 80% GHG reduction target, and an aggressive decarbonization approach.

Our overall portfolio of energy and carbon conservation work, particularly at recreational complexes, positions us to effectively complete these plans on your behalf. Our experience and skillset, including a refrigeration specialist, geothermal engineer, and paired with our low carbon transition planning experience at recreational complexes, allows us to fully appreciate the opportunity this presents and provide the City with comprehensive strategies under each of the scenarios.

3.2 METHODOLOGY & EXPECTED TIMELINES

PHASED PROJECT STRUCTURE

Based on the information provided in the RFP, our previous experience, and the knowledge of our comprehensive team, we have defined a seven-step process to execute this project:

MILESTONE 1- KICKOFF MEETING AND INITIAL WORKPLAN

We will conduct an initial kick-off meeting to introduce the project team, review project scope, schedule, and roles and responsibilities. WalterFedy will work with the City to collect existing drawings, O&M manuals, building condition assessments, utility data, and any changes to the building equipment that may not be captured on the documents. We will access the City's BAS to understand the current operating sequences.

MILESTONE 2- SITE SURVEYS

Our team will visit each project site for a ASHRAE energy audit, identifying systems and GHG reduction opportunities. We will spend time with technical staff on each site to further understand key concerns and areas of opportunity for system optimization and improvements on occupant comfort.

Our geothermal team will review the building systems for suitability to be converted to ground source heating and cooling including a review of current operating parameters and modifications required to convert systems to operate with geo-exchange.

Upon completion of the site reviews, we will analyze the data including:

- Energy consumption over the past 4 years;
- Facility upgrades that have been completed;
- Useful life and equipment analysis;
- Create demand profiles and benchmarking;

MILESTONE 3 – PILOT BUILDING GHG REDUCTION PATHWAY FEASIBILITY STUDY

Using the data collected in Phase 2, we will prepare a report, summarizing the site findings and providing a preliminary list of energy conservation measures for consideration. We will present this information to the City's stakeholders in a workshop format, introducing the facility equipment in presentation form and hosting interactive feedback sessions from each group. This information will be used to form a suggested list of ECMs as we proceed through the study.

With the data collected on site, we will develop the baseline energy model, calibrated to the historical utility data as well as the BAS settings to ASHRAE 14 standards. From the model we will develop the energy and carbon end use breakdown of the building. Our team will conduct an initial assessment on the feasibility of geothermal and air-source heat pump solutions. Our electrical and structural teams will evaluate the solar PV possibilities, performing preliminary system sizing requirements, helioscope models and shadow studies as well as structural assessments for roof support where needed. Once completed, the models will be summarized in report form and provided with the report to the City for review.

Using Passive House design principles, our multidisciplinary teams will analyze each ECM option from every angle. Our analysis will include capital cost, GHG reduction, and utility costs for each measure to determine the simple payback, and NPV and utility savings using a carbon shadow price evaluation of \$300/tonne by 2030. This will provide the City with a list of recommended GHG reduction measures that will provide the best return on investment. Class C estimates will be prepared for all of the proposed equipment, considering the expected life of the existing equipment. In addition, we will complete benchmarking of key metrics between each building relative to CAGBC net zero carbon buildings, passive house, and TGS tier 4, for EUI, TEDI, and GHGI.

Although eQUEST is our primary choice for energy modelling, we have experience with many whole building energy modeling software (ex. eQUEST, CANQUEST, EnergyPlus, IES, etc.) and various sidestream analysis tools (RETScreen, Helioscope, GLD or Greensleeves (geothermal), 'R' for customized analytics, Carrier HAP, etc.) Our approach for modeling will be as follows:

1. Develop a baseline whole building energy model based on historical documents (drawings, specification, equipment details, controls sequence of operations, etc.).
2. Simulate and calibrate the baseline energy model and review the results with the City.
3. Explore measures which will contribute to achieving GHG emission reduction targets of:
 - Business as Usual (BAU)
 - A 10-year plan that achieves a minimum 50% reduction in on-site GHG emissions vs current performance.
 - A 20-year plan that achieves a minimum 80% reduction in on-site GHG emissions vs current performance.
 - An aggressive decarbonization scenario that delivers similar life cycle cost results over the study period as the minimum performance scenario but maximizes cumulative GHG reductions.
4. Once the measures/solution options are finalized with the City, develop each option in the energy model using a series of 'parametric' runs. The 'parametric' runs will modify each of the specific components (building envelope, mechanical, electrical, controls system, etc.).

5. Simulate each of the options, which will take into effect interactive effects.
6. Review the modelled results with our multidisciplinary teams.
7. Review the simulation results with the City and perform any additional iterations.
8. Complete side-stream energy analysis/modeling for specific systems (e.g., Solar PV, geothermal, etc.) and simulate results.
9. Combine the whole building energy modeling and side-stream analysis results.
10. Review results (key metrics) with the City and perform any final iterations based on feedback.
11. Finalize all key energy modeling/analysis metrics/results.
12. Archive all energy modeling files and data to be provided to the City.

We will prioritize passive house options and allow for additional iterations of the model for the facility should a capital cost for any component seem to have a significant negative effect (e.g., Perhaps there is a significant increase in cost to integrate triple-pane glazing or dynamic glazing). We will then iterate our option and adjust that parametric run to simulate the overall results in removing that specific item. We will then re-run over economic analyses. Following this process, we will finalize our decision-making criterion with the City for prioritization of options, needs, and ROI and run each option for each building through this decision-making criterion.

Using Helioscope software, our team will generate a schematic level layout of the solar PV systems. We will use aerial satellite imagery with Helioscope to determine the number of modules that can fit on to the selected area and optimize the solar array sizing. Helioscope will also be used to account for custom considerations including inter-row spacing needs as well as identify potential sources of shade and obstructions present on the roof space.

Once the study has been completed, we will prepare a draft report for City review and host an interactive workshop to collect the stakeholder's feedback and selected ECM bundles. Using this feedback, we will update our energy models with the customized retrofit solutions and incorporate lifecycle cost analysis finalizing each scenario. The scenarios and results will be updated in the draft report for the City's review and comments.

MILESTONE 4 – REMAINING BUILDING GHG REDUCTION PATHWAY AUDITS

Based on our experiences and feedback during phase 3, we will complete the studies for the remaining two buildings in parallel. These studies will be expedited using our streamlined reporting which will have incorporated all strategies and feedback from the prior phase.

At this stage we will be complete milestones 1 & 2 of the FCM agreement and have developed analysis of baseline scenarios, technical and financial analysis of GHG reduction pathways for all seven buildings.

MILESTONE 5 – STAKEHOLDER PRESENTATIONS, ROADMAPS, AND FINAL REPORTS FOR ALL SITES

In this phase, we will combine all reporting in to one report for presentation to the City's energy team as well as the broader key stakeholders in presentation form. We will walk the teams through the project from start to finish, collecting final feedback and suggestions for the roadmap sequencing.

Using the feedback collected, we will develop a full suite of literature including visual representation and roadmaps to educate all user groups. We will develop implementation strategies for the project, minimizing the impact on users and stakeholders as well as M&V plans for tracking the performance of the systems in real life operation to confirm the accuracy of our analysis and models. These materials will be submitted in a final draft report to the City and presented in a final presentation series prior to submittal of the finalized reports and documents. Additionally, we will deliver final audits and GHG reductions reports for each building outline the alignment with the FCM minimum performance requirements.



At this stage we will be complete milestones 3 & 4 of the FCM funding agreement and will have develop draft and final GHG reduction pathways feasibility studies for each building.

MILESTONE 6 - ADDITIONAL REPORT ITERATION IF REQUIRED

Leveraging the streamlined reporting technology and sensitivity analysis, we'll leave our reports open for an additional three months for iterations of key input variables. This will allow the City to observe the impacts of these variables should something change after the final version of the report is completed.

MILESTONE 7 -PRESENTATIONS

In this phase, WalterFedy will attend an external capacity building workshop with external stakeholders to outline the draft plan and attend a final presentation to City Council.

STRATEGIES FOR TODAY AND TOMORROW

Building a framework for implementation over time requires the use of leading-edge technology without restricting those options to any specific technology. As sustainable equipment and renewable energy sourcing evolves, there will be options available in 10 years that we can't fully appreciate now. Our design strategy will be an optimal balance of general intent and technologies readily available now and the near future while allowing for flexibility for future adjustments.

STREAMLINED REPORTING TECHNOLOGIES AND REPORT PREPARATION

Our reports will be completed using the concept of reproducible (dynamic) reporting. In a reproducible report, both the narrative and the analysis are written together. Changes made in the narrative or analysis in one section of the project cascade through subsequent sections, generating a fully updated version of the report in real time. This process allows for quick report iterations to be generated and eliminates the cut and paste errors that are typical of other methods. The software WalterFedy uses for this approach and analysis are LaTeX (typesetting) and R (programming language).

Given this advanced use of report preparation, the pilot facility's report will be expedited and created first, with the sections being populated in this logical order:

1. The draft of the pilot facility will be reviewed in detail with the City's team to ensure our expectations are aligned. A final report will be issued incorporating any changes following this review process.
2. The remaining facilities will be completed together as defined in the agreed-upon schedule. Each facility will be completed using the same methodology outlined above.

PROJECT MANAGEMENT APPROACH

Every great project starts with a structured, well-executed plan with strong project management, risk mitigation, and planning. Our past experiences have given us strong foundational knowledge of the municipal sector, your needs, and a strong understanding of your existing state. Our approach to meet the stated objectives and deliverables within the RFP includes a detailed work plan, phasing, meetings, consultation process, coordination, budget requirements, deliverables, and schedule.

Our broad experience in developing capital plans to assist our municipal clients to move towards financial asset sustainability while balancing regulator compliance has allowed us to tailor an approach that further looks to reduce GHG and energy intensity.

Some key approaches we have learned that apply to civic, municipal, regional, housing, or other public buildings include the following:

- Gaining a strong understanding of approval processes – including internal management, council, and budget timelines – ensures that the implementation plans for your project are realistic and achievable.
- Ensuring expectations on Key Performance Indicators (KPIs) and decision-making criteria are established and understood by all stakeholders early in the process is essential. We'll educate your team throughout the project to bridge some of the negative financial/economic perceptions related to implementing GHG emission or energy reduction projects.
- Including and brainstorming solutions with the City stakeholders is important to incorporate perspectives from building operators, user-group managers, and internal energy and asset management groups. This approach will support an organization-wide buy-in and ensure that all City staff and any stakeholders are equally engaged and committed to the low carbon solution.
- Defining assumptions as they relate to escalation of utility costs will help to clearly delineate impacts on life cycle costs. For example, a projection of \$170/tonne of carbon price by 2030 will increase natural gas costs significantly (>100–120%).

STRATEGIES TO MAINTAIN AND IMPROVE PROJECT TIMELINES

WalterFedy will maintain and optimize project timelines through our project management processes. Our team will hold regular project progress meetings to discuss status, risks, challenges, and share findings on an ongoing basis. These regular meetings will be used to proactively identify any risks to the schedule or analysis early on in the process, and determine the appropriate path forward to address the risk. Our project management approach to effectively and efficiently follow the defined scope of work while controlling the project scope, cost, schedule, and quality, involves the following processes:

- We have carefully planned our execution strategy for this project and will carry that schedule into the kickoff meeting, incorporating any necessary adjustments and creating a framework for our process.
- We'll hold weekly internal reviews and regularly scheduled meetings with the City to proactively manage the schedule, reviewing for critical path items, optimizing timelines where possible, and monitoring tasks occurring in parallel.
- The use of the pilot facility will establish a standard for the deliverables and set the project expectations prior to completing the bulk of the portfolio. This strategy optimizes the deliverables early on, minimizing mass re-working and creating project efficiency and consistency to prepare the remaining reports in parallel.
- We use a systematic structure to execute the project and assign leads and back-ups to ensure the schedule will be maintained and consistency in our delivery.
- Consistent communication between the City and WalterFedy, and other applicable stakeholders, creates efficiencies in project decisions and fosters collaboration.

- Streamlined reporting technologies (with dynamic variables and inputs) allow for on-the-spot adjustments which are propagated throughout the report instantly through the use of coding and models.
- Our continuous feedback loop ensures we are taking the goals and priorities of the City into account throughout the process.
- The nature, scale, and diversity of our WalterFedy team (over 200 professionals across ECS; architecture; mechanical, electrical, structural, and civil engineering; and support staff) means we have a scalable team, removing the risk of availability of any individual. Our approach includes a consistent structure that allows us to add back-up leads efficiently to a process if we are required to adjust resource assignments or an individual becomes unavailable throughout the project.

Our schedule management approach focuses on identifying risks and developing proactive mitigation measures. In the case of unforeseen risks, we'll proactively manage the schedule on a weekly basis to quickly address any issues and adjust the process by using schedule crashing, additional resources, and adjusting the sequence of workflow to address these issues. Our risk mitigation strategies include the following:

- Our pilot facility approach (completing one facility first) ensures we set clear expectations from the beginning with the City. This process eliminates any concerns with scaled delivery of deliverables. In addition, we're able to streamline the feedback process.
- Our internal Integrated Quality Management (IQM) process ensures high visibility on critical path and potential roadblock items. This allows for clear sightlines and actions to take place to address or mitigate any items or delays.
- Should any unforeseen circumstance occur on the City's side, our first step will be to communicate the issue to your team, and secondly to communicate options to address the issue. Our approach includes timely identification and discussions to enable us to address issues as quickly as possible and develop a solution that best meets your needs. Our business model is client-focused, and we'll ensure we continuously understand both your big picture and granular priorities.

ANTICIPATED PROJECT RISKS

We have identified the following risks (controllable and uncontrollable) based on our experience successfully delivering projects of a similar scope as well as mitigation measures. This early identification allows us to create a workplan that effectively manages risk to the scope and schedule through communication.

As part of project kickoff, we'll hold an additional brainstorming session to further identify potential project risks and refine our mitigation strategy, which will then be formalized in a project charter. Each risk will be tracked throughout the project and actions to mitigate will both be planned and actioned in an ad-hoc fashion when applicable.

CONTROLLABLE RISKS

Feedback and Workshop Planning: When planning with a diverse group of stakeholders, obtaining feedback can be challenging and time consuming. Our Project Manager, Patrick Darby, will plan all interactive activities up front, allowing us to identify any slippage and make adjustments so the overall schedule is not impacted.

Expectations on Content Review: Our communication approach ensures we establish and confirm expectations with the City and what a typical deliverable will include. This process sets a standard at the beginning of the process, so the final deliverables are completed as per the schedule and aren't delayed due to misaligned expectations.

Project Personnel: The nature, scale, and diversity of our team means we have a depth of resources to draw on, thereby removing the risk of availability of any individual. Our approach includes a consistent structure that allows us to add back-up leads efficiently to a process if we are required to adjust resource assignments or groupings throughout the project.

Operator/Staff Participation: Our continuous engagement and education is designed to help staff and operators understand the significance of the changes made to the building and strategies for increased comfort and simplified operation while reducing energy and GHG emissions. This level of staff engagement will help to ensure that the operational intents are continued well beyond the life of the project.

Reliable Data for Funding Applications: Funding programs often require detailed energy and carbon calculations to be conducted and aligned to each program's unique requirements. Our team has been actively involved in the completion of more than 10 grant/funding applications for clients this past year, providing all the technical information needed in the correct format, as well as suggestions for detailed narratives. Our experience with these applications provides us with a clear understanding of what you need for your supporting documentation, and we'll ensure that this information is included in your reports.

UN-CONTROLLABLE RISKS

Delay in Responsiveness from the City: We look forward to establishing a productive and collaborative relationship with your team. As mentioned above, our consistent communication plan will include action items and tasks for the City's team, and will include follow-up on these items. To manage unforeseen emergencies on your team's part, we have planned for this by allotting a 5 to 10% schedule contingency of our time throughout this project. This allows us to remain flexible and dynamic should the City be delayed for any unforeseen reason.

Changing Utility Landscape and Project Drivers: We recognize that potential key project metrics and drivers can change depending on advancements in climate change standards and best practices. These could change based on mandates at the City or beyond the lifetime of the project. To mitigate this risk and potential inconsistencies with our content, we employ flexible reproducible reporting where key inputs and metrics are dynamic variables that can be updated quickly, and the results are updated throughout the report automatically.

QUALITY ASSURANCE & QUALITY CONTROL (QA/QC)

Our internal Integrated Quality Management (IQM) process will ensure the accuracy of our final product. Our IQM process has three components, each equally integral to its continued success: prevention, quality control, and continuous improvement. Our prevention program is designed to eliminate errors or omissions from being made by providing continuous training opportunities, as well as continuous development of our processes and procedures, ensuring that our work is completed in a planned, logical, and consistent manner. Our quality control process includes reviews of work, known internally as "QA checkpoints," with the intent of catching and correcting any issues before they impact the project schedule or budget. Our QA checkpoints are done on a two-tier system, first with another Energy Analyst and a final QA with our Practice Lead.

3.3 PRELIMINARY COST

The fees listed below include the preliminary cost to conduct and complete a Site Investigation, Energy Model, and GHG Reduction Pathway Scenarios for each of the noted facilities.

Scope of Work Item	Fee
Don Shepherdson Memorial Arena	\$19,000.00
Shelley Herbert-Shea Memorial Arena	\$17,500.00
Waterfront Pool and Fitness Centre	\$14,000.00
Dymond Complex	\$12,000.00
City Hall	\$10,000.00
New Liskeard Public Works Garage	\$7,500.00
Riverside Place	\$7,500.00
Haileybury Public Works Garage	\$7,500.00
Subtotal	\$95,000
Tax (13%)	\$12,350.00
Total with Tax	\$107,350.00

3.4 EXPECTATIONS OF CITY STAFF

The following is a list of items required of City Staff:

- Participate in gathering of information requests including:
 - Historical Utility Data (36 months)
 - Electricity Monthly (kWh)
 - Electricity Interval Data (if available)
 - Natural Gas Monthly (m3)
 - Sample utility bills (electricity and natural gas)
 - Historical Drawings (ARCH, MECH, ELEC, STRUCT, CIVIL, SITE PLAN, etc.)
 - Any previous reports for the facilities (Energy Audits, Building Condition Assessments, etc.)
 - Including asset inventory if available
 - Remote access to the BAS(s) (if available)
 - Any relevant corporate reports or other relevant big picture information
- Coordination of City stakeholders.
- Participation in site walkthroughs.
- Completion of content/deliverable reviews.
- Active participation in workshop events.
- Articulating historical context leading up to this project.
- Discussion of City specific considerations.
- Be excited, open, and honest!

Turn around time on content and deliverable reviews can be discussed and managed. Our typical expectation is approximately 1-2 weeks.

3.5 TIME TASK MATRIX

Please find a the itemized work plan Time Task Matrix attached in Appendix C.

3.6 GANTT CHART

Please find a the Gantt Chart attached in Appendix D.

3.7 EXPECTATIONS OF CITY STAFF

We have provided a list of value-added services that are included in the project at no additional cost, and others at an additional fee.

3.7.1 STREAMLINED REPORTING TECHNOLOGIES AND REPORT PREPARATION (NO ADDITIONAL COST)

The reports will be completed utilizing the concept of reproducible (dynamic) reporting. In a reproducible report, both the narrative and the analysis are written together. Changes made in the narrative or analysis in one part of the project cascade through subsequent parts, generating a fully updated version of the report. This process allows for quick report iterations to be generated and eliminates the cut and paste errors that are typical of other methods. The software used for this approach and analysis are LaTeX (typesetting) and R (programming language). Our value add will include an additional iteration of the 100% report for a period of 1 to 2 months after final sign off. This will allow updating of any key input variables (e.g., discount rate, cost escalation factors, etc.) based on updated information.

3.7.2 SENSITIVITY ANALYSIS (NO ADDITIONAL COST)

Leveraging the streamlined reporting technology as part of our report, we'll include a sensitivity analysis of key decision-making metrics. The sensitivity of these metrics will be evaluated and plotted in tables/figures with respect to key input variables.

3.7.3 ADDITIONAL REPORT ITERATIONS (NO ADDITIONAL COST)

Leveraging the streamlined reporting technology and sensitivity analysis, we'll leave our reports open for an additional three months for iterations of key input variables. This will allow the City to observe the impacts of these variables should something change after the final version of the report is completed.

3.7.4 GRANTS APPLICATIONS (ADDITIONAL FEE)

Our ECS team is well versed in the many available energy savings grants both federally and provincially. Upon completion of the design documents, our team can apply for grants on behalf of the City, managing the content and communications with the grant provider.

3.7.5 POWER BI DYNAMIC DASHBOARD – (ADDITIONAL FEE)

As a result of our dynamic and reproducible analysis and modeling methodology using R programming language, this will leave us well-positioned to develop a user-friendly web-based platform using Microsoft Power BI. Microsoft Power BI and R programming language have integrating capabilities which will allow us to integrate our modeling methodologies between our energy audit reports and the web-based platform and develop dynamic data visualizations. A demonstration can be provided upon request.



3.8 CLIENT REFERENCES

The following reference contacts have been selected for their involvement in our provided Project Experience profiles, which can be found on pages 6 to 8 of this proposal document, containing detailed descriptions of the services provided for each as well as relevant dates, values, and metrics.

CITY OF MARKHAM — ENERGY AUDITS AND CARBON NEUTRAL ROADMAP

Joken Chiu

Energy & GHG Analyst, Sustainability & Asset Management

905-477-7000 | jchiu@markham.ca

CITY OF BRAMPTON — RECREATION CENTRE ENERGY RETROFIT FEASIBILITY STUDIES

Junaid Iqbal

Project Coordinator, Energy Management

905-874-2000 | junaid.iqbal@brampton.ca

CITY OF KITCHENER — ENERGY AUDITS, FEASIBILITY STUDIES, & DEEP CARBON RETROFIT

Asad Qureshi

Director, Facilities Management, Infrastructure Services

519-741-2600 Ext. 4424 | asad.qureshi@kitchener.ca

APPENDIX A

ORGANIZATIONAL CHART



**Project Manager,
Senior Carbon Specialist**
Patrick Darby

**Project Coordinator,
Energy & Carbon Specialist**
Matt Woods

SPECIALIST ROLES

Energy Modelling Lead
Cory Rosa

**Certified Energy Manager, Certified
M&V Professional**
Jordan Mansfield

Commissioning Specialist
Dave Braun

Geoexchange Specialist
David Brodrecht

INTEGRATED TEAM SUPPORT

**Architect & Building Envelope
Specialist**
Doug Oliver

Senior Mechanical Engineer
Andrew Portengen

Senior Electrical Engineer
Tim Dietrich

Senior Structural Engineer
Russ Parnell

SUBCONSULTANT

CIMCO REFRIGERATION

Refrigeration Specialist
Benoit Rodier

AEC DEVELOPMENTS

Cost Estimator
Andrew Cullen

APPENDIX C

TIME TASK MATRIX

City of Temiskaming Shores - Building Decarbonization Feasibility Study										
Work Plan - Time Task Matrix										
WALTER FEDY										
Milestones & Tasks										
	Patrick Darby Lead Project Manager/ Carbon Specialist	Matt Woods Project Coordinator /Energy & Carbon EIT	Cory Rosa Energy Modelling Specialist	David Brodrecht Senior Geothermal Engineer	Doug Oliver Building Scientist/ Architect	Andrew Potengen Senior Mechanical Engineer	Tim Dietrich Electrical Engineer	Russ Parnell Structural Engineer	Andrew Cullen Costing Expert PQS	Benoit Rodier, CIMCO Refrigeration
General										
Step 0: Award of Contract										
General Coordination and Information Requests	3	3	0	3	0					
Major Task - Kick-Off Meeting										
Outline of challenges and opportunities with studies	3	3	3	3	3	3	3	3	0	3
Review project scope, schedule, stakeholders, roles, and responsibilities	2	1	1	0	1	1	0	0	0	0
Review and analyze site, design, and construction constraints	2	0	2	2	2	2	0	0	0	0
Explore low carbon approaches for each of the three GHG emissions reduction targets	3	3	3	0	0	0	0	0	0	0
Explore the Town's priorities, logistics, and challenges	3	0	1	1	1	1	1	1	0	0
Summarize agenda, summary, presentation, notes, attendance, next steps	0	3	0	0	0	0	0	0	0	0
Deliverable 1-1: Kick-off Meeting Summary										
Major Task - Workplan Development										
Finalize workplan, schedule, deliverables.	3	6	0	0	0	0	0	0	0	0
Finalize report format, layout, and table of contents	0	0	3	0	0	0	0	0	0	0
Finalize work plan, schedule, and Gantt chart	0	6	0	0	0	0	0	0	0	0
Coordinate Workshop #1	0	3	0	0	0	0	0	0	0	0
Deliverable 1-2: Initial Work plan										
Major Task - Site Survey										
Site Survey Prep: Review existing documentation (drawings, utility data, etc.)	3	0	12	3	3	3	3	3	0	3
Site Survey Prep: Complete utility analysis and benchmarking	0	0	3	0	0	0	0	0	0	0
Site Survey Prep: Review read-only BAS (if available) to assess operating strategies	3	0	6	0	0	0	0	0	0	0
Complete site survey, equipment inventories, and non-intrusive visual assessment of exterior and interior building envelope elements.	0	0	40	40	0	0	0	0	0	0
Complete useful life and equipment analysis	0	0	6	0	0	0	0	0	0	0
Complete interview with operation and maintenance staff to solicit feedback to capture a fulsome information to be incorporated with energy modeling and ECMs.	6	0	6	6	6	6	6	6	6	0
Review of sub-metering system data, BAS system trending, current operating trends and control sequences.	3	0	20	20	0	0	0	0	0	0
Conduct initial assessment on feasibility of geothermal and air-source systems	0	0	0	3	0	0	0	0	0	0
Step 2: Calibrated Modelling of Existing Facility										
Major Task - Calibrated Energy and Carbon Model Development										
Detailed review of all key energy and carbon impacting building characteristics	0	3	3	3	3	3	3	3	0	6
Develop calibrated energy model of existing building to ASHRAE 14 requirements	0	6	50	10	0	0	0	0	0	0
Preliminary investigation and modeling of Solar, and Geothermal strategies.	0	0	0	3	0	0	0	3	0	0
Calibrated energy model used to develop end use breakdowns	3	0	6	0	3	3	3	3	0	3
Review of calibrated energy model results with multidisciplinary team.	3	0	3	3	3	3	3	3	0	3
Deliverable 2-1: Report provided to the Town outlining calibrated energy model results for baseline facility and end use breakdowns.										
Step 3 - Integrated Design Workshop										
Major Task - Integrated Design Workshop Material Development										
Develop a list of energy and carbon reduction measures for each building to be investigated	0	3	3	3	3	3	3	3	0	3
Evaluate potential co-benefits of each measure	0	0	0	3	3	3	3	3	0	3
Summarize the alignment of measure with the Town's overarching GHG reduction goals	0	3	0	0	0	0	0	0	0	0
Identify potential funding opportunities for each measure	3	3	3	0	0	0	0	0	0	0
Highlight key equipment capital renewable timelines and potential alignment opportunities for best value	0	0	3	3	0	0	0	0	0	0
Provided decarbonation education information including but not limited to, introduction to operational carbon, embodied carbon, and applicable energy standards.	0	0	6	0	0	0	0	0	0	0
Early indication of preferred of measures	6	0	6	6	0	0	0	0	0	0
Develop workshop material tailored unique energy systems	3	12	0	0	0	0	0	0	0	0
Integrated Design Workshop	12	0	12	12	12	12	12	0	0	0
Deliverable 3-1: Workshop Material										
Step 4 - Measure Analysis										
Major Task - Energy & Carbon Reporting/ Analysis										
For each measure identified for analysis in the integrated design workshop stage a iteration of the calibrated energy model will be developed (if applicable)	3	12	40	40	0	0	0	0	0	0
For renewable energy measures, modeling will be conducted to model hourly energy output for potential systems	0	0	6	0	0	0	3	0	0	0
Stakeholder feedback received during integrated design workshops will be incorporated into measure approach and summary	0	9	0	0	0	0	0	0	0	0
GHG emissions will be modeled for each measure incorporating validated emissions factors	0	0	6	0	0	0	0	0	0	0
Potential incentive amounts will be estimated for each measure	1	2	2	2	2	2	0	0	0	0
Class D capital cost estimates will be developed by the certificated cost consultant	0	3	0	0	0	0	0	0	24	3
A summary of each measure will be developed highlighting the energy savings mechanism and measure overview	0	0	0	0	0	0	0	0	0	0
Pre-design/SD-level design information will be developed for each measure with input provided from the appropriate design team (mechanical, electrical, and architectural)	6	8	8	8	8	8	8	8	0	3
A summary of potential commissioning, measurement & verification, and other implementation considerations will be provided in the measure summary	0	3	3	0	0	0	0	0	0	0
A summary table will be developed for each measure included key energy, GHG, and financial metrics	0	0	3	0	0	0	0	0	0	0
Step 5 - GHG Reduction Scenarios										
Major Task - Presentation of GHG Scenarios and Energy Reduction Reporting										
Measures will be packaged into the identified potential scenarios to meet reduction targets	1	2	4	4	1	1	1	1	0	0
Scenarios or the packing of measures will be re-modeled to included interactive effects	1	2	4	4	0	0	0	0	0	0
A summarization of each scenario will be communicated using a summary table of key metrics	1	2	4	4	0	0	0	0	0	0
Each scenario will be compared using four key visual graphs comparing electricity consumption, natural gas consumption, utility costs, and GHG emissions.	3	3	0	0	0	0	0	0	0	0
SWOT or similar analysis to be completed to highlight the differences between each scenario	6	3	0	0	0	0	0	0	0	0
Evaluation of each scenarios ability to meet GHG reduction targets will be evaluated and displayed using a data visualization	3	3	0	0	0	0	0	0	0	0
Step 6 - Deliverables										
Major Task - Energy Reporting										
Summarization of study results in report format	6	9	12	0	0	0				
Deliverable 6-1: Draft report sent to the Town for their review (75% report)										
Step 7 - Decision-Making Workshop										
Major Task - Presentation of GHG and Energy Reduction Reporting										
Generation of presentation information for all pathways	3	6	0	0	0					
Decision-making workshop	12	12	0	12	12					
Deliverable 7-1: Draft report sent to the Town for their review (90% report) and workshop material										
Step 8 - Final Report and Presentation										
Major Task - Presentation of GHG and Energy Reduction Reporting										
Report to be updated based on the feedback from the Town	3	3	6							
Generation of final presentation information	3	3	0							
Final Presentation	6	6	6							
Deliverable 8-1: Final report (100% reports) sent and all hourly output files provided in csv format for all simulation outputs for each scenario/iteration.										
Total Hours per Person										
Total Hours	116	143	299	201	66	54	52	40	30	30
1031										

Jordan Mansfield. will utilize a portion of the hours allocated to Cory Rosa. Dave Braun will utilize a portion of the hours allocated to David Brodrecht. This will be finalized upon project kickoff. This strategy is considerate of specific buildings skills required and flexibility as we work through our resource strategies.

APPENDIX D

GANTT CHART

Project: 2023-0734-01-Temiskaming_Shores_Gantt
 Date: Sat 23-10-21

Project: 2023-0734-01-Temiskaming_Shores_Gantt

Date: Sat 23-10-21

Task

Milestone

Summary

APPENDIX E

REFERENCE LETTERS



April 25, 2023
University of Guelph
50 Stone Road East
Guelph, Ontario
N1G 2W1

Re: Project No. 504098 – Request for Proposal: Building Energy Audits

Dear Sir/Madam,

I am pleased to provide you this letter of reference for WalterFedy. WalterFedy was contracted to complete feasibility studies for three of our buildings (Centennial Community Centre, Thornhill Community Centre, and RJ Clatworthy Arena).

The studies were net zero energy emissions studies with the goal of developing a roadmap to retrofit the buildings to net zero energy emissions. They visited the sites, contacted a third party to conduct airtightness testing, developed various energy and GHG savings measures, then bundled the measures into net zero emissions scenarios for evaluation. Scenarios were recommended to us based on the specific goals we wanted to achieve for each building.

Throughout this project, WalterFedy maintained the agreed upon timelines, clear lines of communication with our project team, and the project budget. They made every effort to ensure our goals were met, and we were extremely happy with the end result. In fact, we are now implementing the very recommendations from the studies.

Their project team is extremely knowledgeable, professional, and dedicated. I would not hesitate to work with them again.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Joken'.

Joken Chiu, CEM
Energy & GHG Analyst, Sustainability & Asset Management
City of Markham
101 Town Centre Blvd
Markham, ON L3R 9W3
jchiu@markham.ca
905-477-7000 x3842



To whom it may concern,

It is with great pleasure that we provide you with this letter of reference for WalterFedy.

At the City of Kitchener, we have a plan towards Net Zero by 2050. As part of the activities under this plan, WalterFedy recently executed Energy Audits at 34 of our facilities.

One of the greatest advantages of working with WalterFedy is their integrated nature, where their Energy and Carbon Solutions team was able to pull feedback from their architecture and engineering teams to enhance collaboration. Further, they brought many key differentiators to the City including:

- **Streamlined Reporting Technologies:** Their reproducible (dynamic) report technique imbeds narrative and analysis such that adjustments and feedback could be integrated and iterated in real-time.
- **Team Structure:** Their team included a comprehensive team structure, including a renewable energy engineer, refrigeration specialist, meshing building expertise, process system expertise, and BAS trending and opportunity analysis to optimize the project workflow and provide best value to the City.
- **Stakeholder Engagement:** Their team engaged our diverse stakeholders with respect. They listened to each and considered the best means to integrate their feedback into the analysis and recommendations.
- **Project Management:** Their team both had structure to keep the project budget, and schedule tracking as well as flexibility to proactively plan to the dynamic nature of project development. They were always a quick call away.

Their team was knowledgeable, professional, and dedicated to our needs. They strived hard to ensure that the end project met our requirements and remained within the set budget and schedule targets. Their efforts across our facilities needs set us up strongly to move towards our Net Zero plans.

WalterFedy's creativity, enthusiasm, and attention to detail have contributed to the strong, ongoing relationship between the City of Kitchener and their firm, and I would not hesitate to recommend their team.

Sincerely,

Mike Wigzell, BOC Level 1, CPO, GPI
Supervisor of Facilities Management
Infrastructure Service Department
City of Kitchener



To whom it may concern,

It is with great pleasure that we provide you with this letter of reference for WalterFedy.

At the Region of Waterloo, we have the TransformWR plan with targets of a 50% GHG emission reduction by 2030 (50by30) and an 80% reduction by 2050 (80by50). As part of the activities under this plan, WalterFedy recently assisted with the application for FCM CBR funding and when we received that funding, they completed two new GHG reduction pathways and updated GHG reduction pathways for two other buildings studied previously. WalterFedy has also performed numerous other energy and carbon auditing/feasibility studies/roadmaps at other facilities in our portfolio.

One of the greatest advantages of working with WalterFedy is their integrated nature, where their Energy and Carbon Solutions team was able to pull feedback from their architecture and engineering teams to enhance collaboration. Further, they brought many key differentiators to the Region of Waterloo including:

- **Streamlined Reporting Technologies:** Their reproducible (dynamic) report technique imbeds narrative and analysis such that adjustments and feedback could be integrated and iterated in real-time.
- **Team Structure:** Their team included a comprehensive team structure, including a renewable energy engineer, meshing building expertise, process system expertise, and BAS trending and opportunity analysis to optimize the project workflow and provide best value to the Region of Waterloo.
- **Stakeholder Engagement:** Their team engaged our diverse stakeholders with respect. They listened to each and considered the best means to integrate their feedback into the analysis and recommendations.
- **Project Management:** Their team both had structure to keep the project budget, and schedule tracking as well as flexibility to proactively plan to the dynamic nature of project development. They were always a quick call away.

Their team was knowledgeable, professional, and dedicated to our needs. They strived hard to ensure that the end project met our requirements and remained within the set budget and schedule targets. Their efforts across our facilities needs set us up strongly to move towards our 80by50 GHG reduction target.

WalterFedy's creativity, enthusiasm, and attention to detail have contributed to the strong, ongoing relationship between the Region of Waterloo and their firm, and I would not hesitate to recommend their team.

Sincerely,

A handwritten signature in black ink, appearing to read "José Rocha".

José Rocha
Program Manager, Corporate Energy
Region of Waterloo

**FIRE DEPARTMENT ACTIVITY REPORT
OFFICE OF THE FIRE CHIEF**



November 7, 2023

EMERGENCY RESPONSES

Total responses for the period August 1, 2023 – October 31, 2023

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
42	\$296,500	\$550,000

Station 1 - Incident Response Summary (14 Calls)

- Rescue, Harbour Front Farr Drive – Vehicle in lake – Call cancelled on route.
- Fire Call, 575 Main Street – Pre-Fire Condition – Other cooking/toasting (no fire).
- Fire Call, 370 Lawlor Street – Accessory Garage Fire – \$200,000 loss.
- Fire Call, 370 Lawlor Street – Exposure Fire, Main Dwelling - \$95,000 loss, \$550,000 saved.
- Fire Call, 466 Farr Drive – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 143 Bruce Street – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 415 Main Street – Open air burning/unauthorized – no uncontrolled fire.
- Fire Call, 374 Joyal Drive – False Alarm – Authorized controlled burning - Complaint.
- Fire Call, 640 Latchford Street – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 583316 West Road – Chicken Coup - \$1,500 loss.
- CO Call, 82 Carter Blvd., CO present.
- Power Lines Down – Arcing, 583500 West Road.
- MVC – Vehicle Collision, Hwy 11, and West Road.
- Assistance to Other Agencies – 526170 Forest Access Rd, Coleman Twp. – EMS (Remote Access Vehicle Used)

Station 2 - Incident Response Summary (15 Calls)

- Fire Call, Armstrong Street (under Wabi bridge) – Open air burning/unauthorized – no uncontrolled fire.
- Fire Call, Armstrong Street (under Wabi bridge) – Open air burning/unauthorized – no uncontrolled fire.
- Fire Call, 10 Wellington Street – Overheat – No fire.
- Fire Call, 643330 Sunnyside Road – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 225 Dawson Point Road – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 49 Whitewood Ave. – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 49 Whitewood Ave. – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 114 Rebecca Street – False Alarm – Other pre fire condition no fire.
- Fire Call, 2 Cedar Ave. – False Alarm – Other False Fire Call.
- Fire Call, Riverside Place – Open air burning/unauthorized – no uncontrolled fire.
- Fire Call, 480 Farah Ave. – Open air burning/unauthorized – no uncontrolled fire.
- Fire Call, 411 Farah Ave. – False Alarm – Perceived Emergency.
- CO Call, 153 May Street - False Alarm - Equipment Malfunction – no CO present.
- CO Call, 150 Rebecca Street - False Alarm - Equipment Malfunction – no CO present.
- MVC – Hwy 11 and Bolger Ave.- Vehicle

Activity Report – August 1, 2023 – October 31, 2023

Station 3 - Incident Response Summary (13 Calls)

- Fire Call, 704024 Rockley Road – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 998009 Hwy 11 – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 883280 Hwy 65 – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 883280 Hwy 65 – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 883280 Hwy 65 – False Alarm – Call cancelled on route.
- Fire Call, 704024 Rockley Road – False Alarm – Other False Fire Call.
- Fire Call, Uno Park Road – Power Line Down, Arcing.
- Fire Call, 882779 Hwy 65 Harris Twp – False Alarm – No Loss Outdoor Fire.
- Fire Call, 882779 Hwy 65 Harris Twp – False Alarm – Other False Fire Call.
- Fire Call, Casey Mine Road Casey Twp – Call cancelled on route.
- Fire Call, 999481 Harley Twp – Call cancelled on route.
- Vehicle Collision, Hwy 11 and Hwy 65 – Call cancelled on route.
- Vehicle Extrication, 883347 Hwy 65 – Other Rescue.

Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
107	\$486,500	\$3,319,000

FIRE PREVENTION DIVISION

Fire safety inspections conducted for the period of August 1, 2023 – October 31, 2023, by reason included the following:

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
26	6	31				47	110

Total Inspections year to date 2023 – 350 (note alarm for life not recorded)

Public Education/Events

- Ecole St. Michel – Daycare centre
- Ecole des Navigateur – Daycare centre
- Take Back the Night – Pavillion Family Resource Centre
- Fall Fair – Kids Prade
- Fall Fair – Parade
- Fire Station Visit – Home schooled children and parents
- Seniors Fair – Northern College
- CJTT monthly morning chats.
- Fire safety information via social media, CJTT, and the Speaker.

ONGOING INVESTIGATIONS/CHARGES

Nil

TRAINING AND EDUCATION

- All Stations – Presentation from the Alzheimer's Society – How to care for people with Alzheimer's.
- Joint training session with EMS – Urban Search and Rescue – Remote Access Vehicle and Drone.
- NFPA 1041 Fire Instructor 1 course has started at our RTC. (Online portion, 3 students from Tem Shores FD)
- FPO registered for NFPA 1035 Fire and Life Safety Educator 1. (Online)
- 1 Member registered for Fire Code Parts 2&6. (Online)
- Application to host NFPA 1021 Fire Officer 1 and NFPA 1002 Pump Ops courses for 2024 has been submitted to the Ontario Fire College.
- Station 1 - Apparatus and Equipment, Ventilation, Ground Ladders.
- Station 2 – Apparatus and Equipment, Ground Ladders.
- Station 3 – Apparatus and Equipment, Ground Ladders, Fire Hose

MAINTENANCE

- Regular maintenance.
- Bi-annual breathable air compressor service completed.
- Bi-annual breathable air samples compliant.
- PPE annual testing has started.

NEW BUSINESS

- Station 1 Grand Opening and Open House.
- Safe Community Project Zero Funding – 156 combination Smoke/CO alarms to assist with our Alarm for Life program.
- The new SCBA Fill Station is in service at Station 3.
- OFM Quarterly Statistics Report submitted.
- Slash pile burning has started in the surrounding area, potential for smoke.
- One Fire Marque submission pending.

Memo

To: Mayor and Council
From: Amy Vickery, City Manager
Date: November 7, 2023
Subject: Rural Ontario Municipal Association (ROMA) 2024 Conference Delegations
Attachments: None

Mayor and Council,

In past years, the City of Temiskaming Shores has sought delegations to meet with Ministry Officials at the ROMA Conference scheduled for January 21-23, 2024. The delegation application period is now open, closing November 20, 2023.

The following items have been highlighted as potential subjects for discussion through delegations with Ministry officials should the application be accepted.

The topics of discussion would include both local and regional matters of concern. The subjects highlighted include:

- 1- Provincial Offences Act (POA) Transfer Project – Transfer of Part III and Part IX Prosecutions & impacts of POA Modernization and Streamlining Initiatives on Municipal Partners.
- 2- Public Library Support petitioning for a commitment to improved provincial funding of Libraries.
- 3- Update from MMAH on the unauthorized developments in territories without municipal organization.
- 4- Petition for funding of initiatives for implementation of the Community Safety Well Being Plan for the District.
- 5- Any other item identified by Council at the November 7, 2023, Committee of the Whole

Joint delegations would be considered where appropriate and coordinated with other municipal partners on the regional topics. Unless otherwise directed, staff will apply for the delegations and commence preparations of the briefing papers and presentations for the conference appointed delegates in attendance to present.

At present Mayor Laferriere and Councillor Ducharme expressed interest in attending and Deputy Mayor Whalen will attend as FONOM President with Councillor Wilson in attendance as ROMA Zone 9 Director.

A full report on the conference including the outcome of the delegations will be provided by council attendees at the Council meeting in February 2024.

Prepared for information
only by:

“Original signed by”

Amy Vickery
City Manager

Subject: Expression of Interest
New Liskeard Marina Property

Report No.: CS-040-2023
Agenda Date: November 7, 2023

Attachment

Appendix 1: Expression of Interest Proposal – Rivard Brothers Ltd.

Appendix 2: Expression of Interest Proposal – Ryan Company Architect Inc.

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-040-2023; and
2. That Council directs staff to contact the two proponents who submitted Expressions of Interest in response to CS-EOI-001-2023 and request a presentation be made to Council to provide further information on the proposals at a future Regular Meeting of Council.

Background

On September 5th 2023, Council directed staff to release an Expression of Interest for the development of the New Liskeard Marina property. The EOI was released with a closing date of October 20th, 2023. Two submissions were received – Appendix 1 and 2.

Analysis

Staff from each department met to review both proposals. Below is a brief summary of preliminary comments:

Appendix 1 – Rivard Brothers Ltd.

- Proposed conditions surrounding feasibility, geotechnical environmental etc. seem reasonable;
- 12 months for due diligence on conditions seems reasonable;
- Mixed-use seems like a reasonable use of this space;
- Experience and qualifications meet expectations for this project;
- Proposal lacks basic information on proposed marina building

- Proposal does not specify the expected number of residential and commercial units;
- Proposed 4-story buildings seem too large and may pose engineering challenges; and
- Proposal lacks greenspace on the property.

Appendix 2 - Ryan Company Architect Inc.

- Repurposing the marina to a year-round resort would be a benefit to the community;
- Hint at partnerships but lack information on partners;
- Non-segregated housing would be a good idea for the site;
- Appears non-committal to the submitted design, and would need a further analysis
- Details on who is a part of this bid are lacking including potential financial backers;
- Not in support of the financial proposal tied to development charges;
- Additional multi-use building would potentially compete with Riverside Place for rentals although a new Farmers Market space is needed; and
- Does not outline price of purchase.

Items considered for both proposals include:

- Both submissions include future development outside the scope of the EOI which would not be recommended at this time;
- Near by transit stop;
- Review of storm water management, potential curb and gutter, road widths, traffic calming, street lights, water and sewer capacity, vision zero considerations, traffic speed, class of road, necessary as the process progresses.

As both submissions are very different and would be very difficult to fairly evaluate, staff is recommending that both proponents be requested to present their proposals to Council for further clarity and the opportunity for specific questions.

Consultation / Communication

- Consultation with the Director of Recreation
- Consultation with Manager of Environmental Services
- Consultation with Manager of Transportation Services

- Consultation with Planner

Financial / Staffing Implications

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

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

Alternatives

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubycck, CHRP
Director of Corporate Services

Amy Vickery
City Manager

Rivard Bros. Ltd.
248 Shepherdson Road
Temiskaming Shores, ON, P0J1P0
(email): [REDACTED]

October 20th, 2023.

Logan Belanger, Clerk
City of Temiskaming Shores
325 Far Drive
Temiskaming Shores, ON, P0J1K0

Dear Logan Belanger and Whom it May Concern,

We are writing to submit a new and innovative development proposal for the city of Temiskaming Shores. As dedicated residents and passionate developers for our community, we are excited to present this proposal, which we believe will contribute significantly to the growth, well-being, and prosperity of our beloved City of Temiskaming Shores.

The proposal, titled CS-EOI-001-2023 "New Liskeard Marina EOI" has been carefully designed to address several key facets of our city's development. It encompasses the following elements:

1. **Urban Renewal and Revitalization:** Our proposal outlines a comprehensive plan for urban renewal and revitalization, with a focus on building modern, innovative infrastructure, enhancing green spaces, and revitalizing commercial space. We aim to create an environment that attracts residents, businesses, and visitors, fostering economic growth and community well-being.
2. **Sustainable Development:** Sustainability is a core component of our proposal. We have incorporated eco-friendly practices and technologies to ensure that our development project aligns with the city's sustainability goals and leaves a positive impact on the environment.
3. **Housing and Community Services:** We recognize the need for housing and community services. Our proposal outlines strategies for providing housing options while supporting community services that cater to the diverse needs of our residents.
4. **Economic Prosperity:** With a strong emphasis on job creation and local economic development, our proposal includes initiatives to attract new businesses, foster entrepreneurship, and stimulate economic growth, benefiting both residents and the city as a whole.

We kindly request the opportunity to present this proposal in detail to the city or the relevant department. We believe that this has the potential to transform this area into a vibrant, sustainable, and inclusive community that we can all be proud of. We would welcome the chance to discuss this proposal further and explore how we can work together to make our vision a reality.

Please feel free to contact Patrick Rivard at [REDACTED] and Jeff St-Cry at [REDACTED] to schedule a meeting or provide any additional information you may require. Thank you for your consideration. We look forward to the possibility of collaborating with the city to create a brighter future for The City of Temiskaming Shores.

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A. Business Background

B. Financials

- i. Proposed Purchase Price*
- ii. Proposed Deposit Amount*
- iii. Legal Costs*
- iv. Conditions*

C. Proposed Development Description

- i. Project Overview*
 - 1. Economic Benefits*
 - 2. Sustainability*

D. Statement of Qualifications and Experiences

- i. Qualifications*
- ii. Experience*
- iii. Knowledge*

E. Conclusion

F. Appendices

- a. Proposed Purchase Price*
 - b. Proposed Deposit Amount*
 - c. Site Plan & Renderings*
 - d. Potential Parcel A Site Concept*
 - e. Letter of Intent*
-

CS-EOI-001-2023

“New Liskeard Marina EOI”

We are excited to present the New Liskeard Marina EOI development proposal, a groundbreaking project designed to benefit our community in numerous ways. With the addition of commercial and residential buildings, we are providing our community with a thriving new development that aims to meet the needs of our ever growing and changing population.

A: Business Background

Legal Name Company names: Roger A. Rivard and Son Ltd. operating as Rivard Bros. Ltd working as a joint venture with 10775550 Canada Inc. operating as Tache Construction alongside Jeff St-Cyr.

Address: 248 Shepherdson Road, New Liskeard ON. P0J1P0

Telephone: (office) 705-647-5613

Contact Person: Patrick Rivard, owner Rivard Bros. Ltd. (cell) 7 [REDACTED]

Please see below, D: Statement of Qualifications & Experiences, for Business Background and Experience

B: Financials

1. See Appendix F.a. (page 19) attached for proposed purchase price.
2. See Appendix F.b. (page 19) attached for proposed deposit amount.
3. In the event of the sale, legal costs for the transfer proposes that both parties will be responsible for their own legal costs.
4. A comprehensive plan for the development of the Marina Property includes several key conditions to ensure the successful realization of this project. We believe that these conditions are essential to mitigate risks, assess feasibility, and promote sustainable development. The proposed conditions are as follows:
 - a. **Feasibility Study:** We recommend conducting a thorough feasibility study to evaluate the economic viability of the project. This study will assess market demand, potential competition, financial projections, and risk analysis. It will provide valuable insights into the projects potential for success.

- b. **Further Geotechnical Studies:** Given the importance of understanding the site's geotechnical conditions, we propose an in-depth geotechnical investigation. This study will analyze the soil, rock, and groundwater conditions to determine their impact on construction, foundation, design, and overall project stability.
- c. **Phase 2 Environmental Study:** Environmental sustainability is a paramount concern. We propose a Phase 2 environmental study as per WSP report recommendations to assess potential environmental risks and contaminants on the property. This study will ensure compliance with environmental regulations and develop strategies for responsible land use.
- d. **Site Services (including but not limited to: water, sewer, hydro, gas, storm):** Adequate infrastructure is critical for property development. We recommend collaborating with local authorities to ensure the availability and feasibility of these services for the development. This will be crucial for the project's long-term success and compliance with regulatory requirements.
- e. **Set Backs & Zoning:** Set backs, zoning, height restrictions all to be approved by the City prior to closing in order to meet the developments needs.

These conditions are intended to mitigate risks, uphold environmental standards, and promote the successful development of the property. We believe that adhering to these conditions will result in a sustainable and profitable project.

From the time of the city's approval of our proposal, our team needs twelve (12) months to do our due diligence and meet the needs of the conditions to ensure this project is both sustainable and feasible. During that time, if we as the developers find this proposal is not attainable, we hold the right to revoke our proposition with a full refund of our deposit.

C: Proposed Development Description

When the vision for the waterfront is fully realized, it will provide lasting economic benefits for our city, and surrounding areas by creating new employment opportunities, bringing residents and visitors to the waterfront and attracting private investment. The new waterfront community and its modern infrastructure will set our city apart and encourage people to visit and/or reside in our beautiful community.

Project Overview

The development, located at 199 Riverside Drive in the City of Temiskaming Shores, is located in the heart of our city, conveniently accessible to residents and visitors alike. The project will include a mix of residential and commercial spaces, fostering a vibrant and connected community that provides our growing municipality with economic benefits.

Our vision is to create a dynamic and modern multi-level complex that seamlessly combines commercial and residential spaces. The ground floor will be dedicated to commercial space, offering a diverse range of businesses, from retail stores to restaurants, creating a bustling hub of activity. Above, multiple levels will house rental units, providing comfortable and convenient living spaces that cater to the diverse needs of residents. Our design aims to not only elevate the quality of urban living but also promote a sense of interconnectedness within the complex, where residents can easily access the amenities and services right at their doorstep. These multi-level complexes reflect our commitment to innovative development, where functionality, aesthetics, and community-building come together harmoniously.

The focus on destinations, rather than “open space” or parks, enables a genuine community-led process to take root. Destinations should be connected to one another and incorporated into a vision for the waterfront as a whole. A waterfront that is continuously walkable with a variety of activities along the way will successfully link destinations, allowing the appeal of each one to strengthen the place as a whole. This proposal encompasses but is not limited to the potential construction of modern, sustainable, and net-zero energy-ready buildings, representing a significant investment in our city’s future.

Creating a connection that involves mixing uses (such as housing, recreation, hospitality, entertainment and retail) and mixing partners (such as public institutions and local business owners) will maximize the development. The importance of mixed uses on this location is key in attracting residents and visitors alike. The development of commercial space will work in conjunction with the marina and city to service residents that require marina amenities. With the addition of these luxuries, the new development in this area will not affect the public’s continued use of the boardwalk. Rather it will encourage more people to visit the property and use the variety of amenities it offers. Public access will remain unaffected, and Marina services will continue to acknowledge the public’s use as provided by the city.

Economic Benefits

1. **Job Creation:** The construction phase alone will generate a variety of local jobs, while the operational phase will require ongoing employment in various capacities.
2. **Housing:** While filling a void for housing, providing the community with more residential options can help address housing shortages and improve the overall quality of life for residents. It also helps attract people to our area, whether it is short-term or long-term occupancies.

3. **Increased Property Values:** The development will enhance property values in the surrounding area, resulting in higher property tax revenues for the city.
4. **Tourism and Commerce:** The inclusion of commercial spaces will attract new business and tourists, stimulating local commerce and generating additional tax revenue.

Sustainability

1. **Sustainable Practices:** The commitment to sustainability will reduce long-term operational costs, and as energy efficiency increases, energy bills will decrease for residents and businesses, putting more money back in their pockets with the potential to re-invest into the community.
2. **Sustainable Transportation:** Proximity to public transit and a pedestrian-friendly design will encourage alternative transportation methods, reducing the city's carbon footprint.

Appendix F. c.: A detailed overview of the proposed development including renderings and possible future site plans.

Appendix F. d.: A site concept for Parcel A with the intent to further develop this land. This includes adding hospitality in the mix and providing more options for tourism while continuing to add revenue for the City. The rendering of hotel/restaurant as shown in Parcel A of the WSP report could be part of the original property being offered for sale which will be determined once market studies are completed but at this point with the demand and interest of our proposal there is a possibility, we may need an extra 2 acres to provide the demand at this point for multiple uses.

D. Statement of Qualifications & Experiences

Rivard Bros. Ltd, Tache Construction and Jeff St-Cry come with an immense array of qualifications, experiences and knowledge in property development. We have experience working with new land and building it from the ground up. We have faced challenges along the way, each of those challenges prompting new learning and growth. Our team is committed to delivering exceptional results in the property development industry, and we believe our expertise is well suited to meet the needs of this site.

Qualifications

1. **Expert Team:** Our team comprises of highly skilled and experienced professionals, including various trades, architects, engineers, and project managers who have a wealth of combined experiences in property development.
2. **Proven Track Record:** We have successfully completed numerous projects of various sizes and complexities, showcasing our ability to deliver high-quality developments on time and within budget.
3. **Market Knowledge:** Our team keeps abreast of the latest market trends, local regulations, and emerging technologies in property development, ensuring that our projects are not only innovative but also signed with market demands.

Experiences

1. **Residential Developments:** We have an extensive portfolio of residential projects, ranging from single-family homes to multi-unit complexes, all of which have received positive feedback from homeowners and investors.
2. **Commercial Ventures:** Our expertise extends to commercial properties, including retail spaces, financial institutions, hotels and restaurants, office buildings, and mixed-use developments. Examples of successfully completed projects include but are not limited to: Microtel Hotel in Kirkland Lake, Caisse Populaire in New Liskeard, Boston Pizza, and the Rivard Court subdivision on the waterfront in Temiskaming Shores. These projects thrive in competitive marketplaces.

Knowledge

1. **Legal and Regulatory Compliance:** We have a deep understanding of the local zoning laws, building codes, and environmental regulations, which help us to navigate complex approval processes smoothly.
 2. **Financial Acumen:** Our financial experts are adept at creating detailed budgets, financial projections, and cost-effective strategies to maximize returns on investment.
 3. **Risk Management:** We employ rigorous risk assessment and mitigation strategies to safeguard projects against unforeseen challenges.
-

Conclusion

Developing the Marina property in the City of Temiskaming Shores is not just a development but also a commitment to a sustainable future. Our team consists of local business owners, born and raised in the area who are dedicated to building a brighter future for our upcoming generations. Being local we have seen how important it is to continue to develop our city. As evident in Appendix F. e., we set our sights on this project over a decade ago. We see the benefits, and we welcome to chance to be a part of it. This project will bring economic prosperity, job opportunities, and environmental benefits, setting a precedent for future developments. We eagerly anticipate the opportunity to work in partnership with the city to bring this visionary project to life.

In summary, we are a dedicated and experienced team who are committed to excellence. We are confident in our ability to add value to the site and would welcome the opportunity to discuss the specific property development needs further.

The Property Option as described in Section 6.	1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
Description	Amount
Proposed Purchase Price:	\$ 250,000.00
Proposed Lease Price:	\$ N/A
Proposed Purchase Deposit:	\$ 25,000.00 (10%)
The Marina Option as described in Section 6.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/>
Description	Amount
Proposed Purchase Price:	\$ N/A
Proposed Lease Price:	\$ N/A
Proposed Purchase Deposit:	\$ N/A

We/I have submitted a Proposal which is no more than 22 pages in length.	Yes <input checked="" type="checkbox"/>
We/I have submitted the necessary information for the City of Temiskaming Shores to evaluate our/my Proposal.	Yes <input checked="" type="checkbox"/>

The site plan illustrates a proposed development on a 2.00-acre northern portion of a 2.25-acre property. The plan includes several building footprints with dimensions and areas, such as a 9,200 sq ft building and a 6,300 sq ft building. It also shows parking spaces, a gathering area, and various utility features like waste and snow storage. The development is situated along Riverside Drive, with Lake Temiskaming to the south and Wahbe's Creek to the north. A scale bar indicates a scale of 1 inch = 170 feet.

Appendix F.C.



EXTERIOR VIEW 1



EXTERIOR VIEW 2



EXTERIOR VIEW 3



EXTERIOR VIEW 4

RIVARC
— CIVIL ENGINEERING & ARCHITECTURE —
1000 RIVERVIEW DRIVE, SUITE 100, NEW Liskeard, ON N0G 1S0

Rivard Bros.
— BROTHERS —
BUILDING CONTRACTOR

Plan Orientation

Rev. Description
1 Issued for Permit
2 Issued for EOI

Date
20.10.19
23.10.20

Client
The Corporation of the City of
Temiskaming Shores

Drawing Title
EXTERIOR VIEWS

Project Title
New Liskeard Marina EOI
119 Riverside Drive, New Liskeard, ON

Professional Stamp

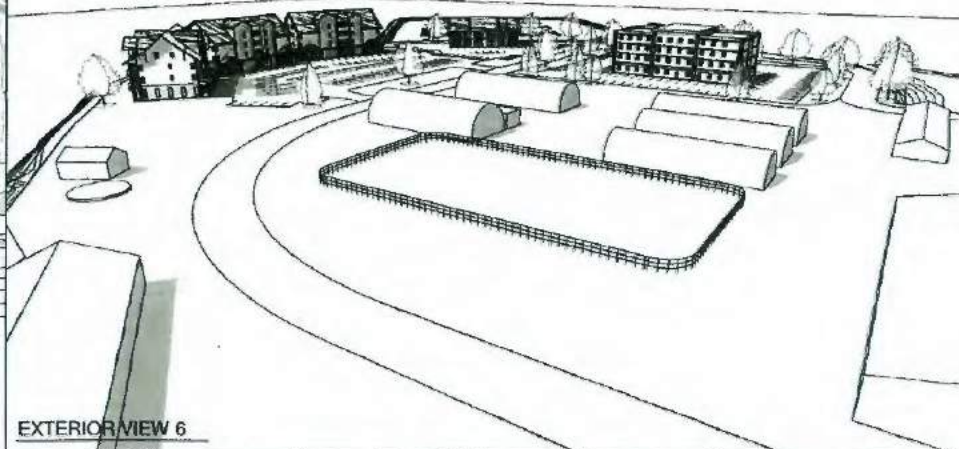
PRELIMINARY

Scale
Sheet Size 10' x 24'
Revisions 2
Drawn By GWR

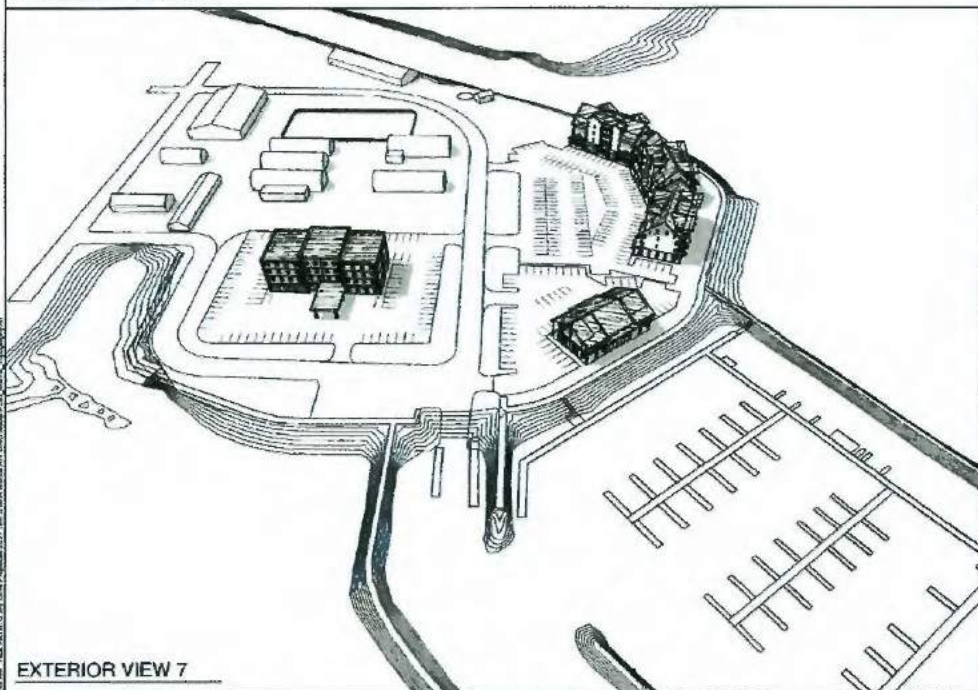
Project No. P263
Date 23.10.20
Drawing No.
SK3



EXTERIOR VIEW 5



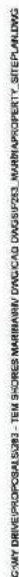
EXTERIOR VIEW 6



EXTERIOR VIEW 7



EXTERIOR VIEW 8







Notes:

1. Aerial image from the Ministry of Natural Resources and Forestry.

0 20 40 60 80 100
Approximate Scale (m)

	City of Temiskaming Shores	OWN BY:	PROJECT	REV. NO.:
		CHKD BY:	Geotechnical Borehole Investigation City of Temiskaming Shores, Ontario	0
WSP E&I Canada Limited 131 Fielding Road Lively, Ontario, P3Y 1L7		DMB		DATE:
		Datum:	TITLE	December 2022
		NAD 83	Borehole Location Plan Site 1 - Marina and Surrounding Area	PROJECT NO.:
		SCALE:		OMGS22010
		as shown		FIGURE NO.:
				2

Appendix F.e.



Letter of intent for New Liskeard Waterfront development

September 17, 2021

Dear Mr. Oslund, Mayor and Council

As per ongoing conversations since 2017, Taché Construction and local investors still have interest in developing the New Liskeard waterfront, in partnership with the City of Temiskaming Shores. Certain studies were done in the past including one in 2005 that recommended pursuing the development of the waterfront and marina in New Liskeard. As per studies and interest from local investors to develop the waterfront, we would like to continue conversations and establish a vision with local demands in hopes of potentially developing the waterfront area. The downtown waterfront has the potential to have significant economic benefits to our area such as new businesses, private sector investments, new infrastructure and increased tourism to name a few. All these certainly benefit the residents and the area. I would like to meet to continue to discuss the possible development and recommend the steps/budget that can be taken by the city to explore potential future development.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Tache', with a long horizontal line extending to the right.

Dan Tache
President
Taché Construction

[Redacted]
[Redacted]

**City of Temiskaming Shores
CS-EOI-001-2023
NEW LISKEARD MARINA EOI
Response Form**

Proponent's submission to:

The Corporation of the City of Temiskaming Shores

The Proponent declares through submitting a Proposal and by endorsing below, that:

- 1) I/We have read and understand City of Temiskaming Shores CS-EOI-001-2023, including all Addenda, and hereby agree to all of the Requirements, Terms and Conditions set out therein;
- 2) No person(s), firm or corporation other than the Proponent making an EOI Proposal has any personal interest in a potential award pursuant to this EOI;
- 3) No member of City Council and no officer or employee of the City is or will become interested directly or indirectly as a potential contracting party, partner, shareholder, or surety with/for the potential purchaser and will not share in any portion of the profits from any potential Agreement of Purchase and Sale or Lease Agreement in any monies derived therefrom;
- 4) The potential Proponent makes these Proposals without any connection, comparison of figures, arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the Property;
- 5) I/We understand that in submitting this Proposal, the highest price proposed for the purchase or lease of the Property or any Proposal at all may not necessarily be accepted and that an award pursuant to this EOI is limited to the opportunity to negotiate a form of potential Agreement of Purchase and Sale or Lease Agreement with City Council;
- 6) I/We have read and understand the contents and requirements of this EOI and by endorsing below, confirm that the City has the legal right and ability to enforce the Requirements, Terms and Conditions of this EOI against the Proponent and that the Proponent is estopped from pleading or asserting otherwise in any action or proceeding.

We/I,

Roger A. Rivard & Son Ltd O/A Rivard Bros Ltd
(Registered Company Name/Individuals Name)

Of,

248 Shepherdson Road, New Liskeard, ON P0S 1R0
(Registered Address and Postal Code)

Phone Number:

[REDACTED]

Email:

[REDACTED]

**City of Temiskaming Shores
CS-EOI-001-2023
NEW LISKEARD MARINA EOI
Response Form**

Proponent's submission to:

The Corporation of the City of Temiskaming Shores

The Proponent declares through submitting a Proposal and by endorsing below, that:

- 1) I/We have read and understand City of Temiskaming Shores CS-EOI-001-2023, including all Addenda, and hereby agree to all of the Requirements, Terms and Conditions set out therein;
- 2) No person(s), firm or corporation other than the Proponent making an EOI Proposal has any personal interest in a potential award pursuant to this EOI;
- 3) No member of City Council and no officer or employee of the City is or will become interested directly or indirectly as a potential contracting party, partner, shareholder, or surety with/for the potential purchaser and will not share in any portion of the profits from any potential Agreement of Purchase and Sale or Lease Agreement in any monies derived therefrom;
- 4) The potential Proponent makes these Proposals without any connection, comparison of figures, arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the Property;
- 5) I/We understand that in submitting this Proposal, the highest price proposed for the purchase or lease of the Property or any Proposal at all may not necessarily be accepted and that an award pursuant to this EOI is limited to the opportunity to negotiate a form of potential Agreement of Purchase and Sale or Lease Agreement with City Council;
- 6) I/We have read and understand the contents and requirements of this EOI and by endorsing below, confirm that the City has the legal right and ability to enforce the Requirements, Terms and Conditions of this EOI against the Proponent and that the Proponent is estopped from pleading or asserting otherwise in any action or proceeding.

We/I,

Jeff St. Cyr

(Registered Company Name/Individuals Name)

Of,

[REDACTED]

(Registered Address and Postal Code)

Phone Number:

[REDACTED]

Email:

[REDACTED]

**City of Temiskaming Shores
CS-EOI-001-2023
NEW LISKEARD MARINA EOI
Response Form**

Proponent's submission to:

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- 3) No member of City Council and no officer or employee of the City is or will become interested directly or indirectly as a potential contracting party, partner, shareholder, or surety with/for the potential purchaser and will not share in any portion of the profits from any potential Agreement of Purchase and Sale or Lease Agreement in any monies derived therefrom;
- 4) The potential Proponent makes these Proposals without any connection, comparison of figures, arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the Property;
- 5) I/We understand that in submitting this Proposal, the highest price proposed for the purchase or lease of the Property or any Proposal at all may not necessarily be accepted and that an award pursuant to this EOI is limited to the opportunity to negotiate a form of potential Agreement of Purchase and Sale or Lease Agreement with City Council;
- 6) I/We have read and understand the contents and requirements of this EOI and by endorsing below, confirm that the City has the legal right and ability to enforce the Requirements, Terms and Conditions of this EOI against the Proponent and that the Proponent is estopped from pleading or asserting otherwise in any action or proceeding.

We/I,

10775550 Canada Inc. O/A Tache Construction
(Registered Company Name/Individuals Name)

Of,

[REDACTED]
(Registered Address and Postal Code)

Phone Number:

[REDACTED]

Email:

[REDACTED]

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER 3 in preparing my/our Proposal.

Proponents Authorized
Official:

Patrick Rivard

Title:

V. President.

Signature:

[Signature]

Date:

Oct 20/23

Proponents Authorized
Official:

Jeff St. Cyr

Title:

Investor

Signature:

[Signature]

Date:

OCTOBER 20/2023

Proponents Authorized
Official:

Daniel Tache / Tache Construction

Title:

President

Signature:

[Signature]

Date:

Oct 20 /23

New Liskeard Marina Lands Development Concept Brief

ryancompanyarchitectinc

The New Liskeard Marina Site is located on the North Shore of Lake Temiskaming at the East End of the Town and Fronts on the Lake, facing due east. The Marina has docking for approximately 50 Boats. The existing Marina is in a state of disrepair and in need of a refresh. The lands to the North West of the Marina proper are an existing open space/parklands. Further to the North West, beyond the parkland area is a parking lot, which fronts on the lake. To the south of the Marina proper is another parking area fronting on the lake and further south to that is the "Maillie's Marina Site which is now closed. To the West of the Marina site is the "New Liskeard Fall Fair Grounds, an area which is used for one weekend of the year and which is otherwise vacant. Along the waterfront of the entire site is a broken trail system, which winds along the site, south to "The Spur Line" beach area and North West along the Wabi River to the Armstrong Street bridge. The trail then continues along the North side of the Wabi River along the shoreline to the nether regions.

In our analysis of the site we have identified a number of Urban Planning Issues, which we intend to address with our design proposal:

1. The waterfront trail is "broken" and, ideally would be made continuous
2. The waterfront trail is lacking in multiple "destinations". Features that allow multiple activities and will draw people to the waterfront.
3. The Marina Site itself is in a state of disrepair and requires a re-fit
4. The green space to the North/West of the Marina proper is grossly underutilized and would be better suited to housing
5. The Marina site has a storage building located on the waterfront which is a poor use of the land
6. The parking areas to the North West and the South West of the property are also located on the waterfront and are again a poor use of the land.
7. The former Maillie's Marina is essentially an abandoned site on the waterfront, which could be better utilized to complete the "trail" and to provide additional boat docking and Marina facilities.
8. The "Fall fair Grounds" being located in the downtown area and in short walking distance to the commercial district of downtown New Liskeard should be relocated and the lands better utilized on a year round basis.

We have further identified a number issues we have identified in the area; namely:

1. The area, being on Lake Temiskaming, boasts numerous opportunities for tourism in the form of fishing, snowmobiling, off road trails, winter and summer special event opportunities, which are not being taken advantage of.

2. The area of New Liskeard is a farming community and in our view could be afforded and support a more robust “Farmers Market”.
3. There is a serious housing shortage in the area for all of rental, freehold and affordable housing

Our proposal will address all of the Urban Design and General issues in the following ways:

1. To repurpose the Marina property into a year round boating and snowmobile destination and to take advantage of numerous tourism opportunities in the fishing, snowmobiling and off road areas through the development of a world class international destination resort for fishing and snowmobiling. This resort would well compliment our “sister” resort now being developed at the Elk Lake Lodge and our future sister resort on Lake Temagami, completing a triad of resorts for international travellers to enjoy and to take full advantage of the many tourism opportunities the area has to offer.
2. We see the Temiskaming area as the next frontier for housing and development in Ontario, beyond, Muskoka, Haliburton and North Bay. We see opportunities for housing, retirement living, industry and tourism and view the Marina Lands as the first step in that potential growth for the area. We anticipate that many expats, non-expats and current residents will be interested in investing in the area and possibly returning home if the opportunity is there to do so. Much of our talent is exported to pursue a career and wanting to return home in retirement. To that end, we propose a mixed-use housing development on the existing parklands to the North. The housing development will include rental units, retirement living and market housing, as we believe strongly that housing should not be segregated. Non-segregation makes for better communities and if you build it we believe they will come. We further intend to work with our future partners in government to attract more new industry and housing to the area in the form of, for instance, battery plants, a distillery, solar power generation, wind power generation, mining service and fabrication and the like.
3. We hope to incorporate the Maillie Marina site into our plans to provide more area for development as well as to complete “The Trail”. Further, a pedestrian and cycling bridge will be constructed across the Wabi River, attached to the current bridge, again completing the trail. A portion of the lands along the waterfront will be donated back to the town in order to maintain waterfront green space and again to maintain the trail as an intact piece of landscape infrastructure. Further, the waterfront needs multiple areas of multiple activities to attract people to the area and to encourage use of “their” waterfront.
4. Ultimately, our vision for the project will make better use of the waterfront land, make the area a draw for tourism, provide much needed housing for seniors as well as much needed rental and freehold homes.

5. In addition to the property development, we intend to develop special events around the lake, which will further enhance the success of the project and the draw for tourism.
6. In the longer term, we see the Fall Fair grounds being relocated and repurposed for commercial, housing and retail uses.

We have not included a proposed purchase price for the lands in our proposal. It's not possible in our view to arrive at a number in both the short time allotted and without further design and approval studies.

The soils tests conducted, although a valuable resource, are not nearly robust enough to assess the conditions of the soils, bearing capacity, water content, water table depth and the like. On first read, the soils analysis would deem the property worthless as the cost to remove and remediate the soils as recommended in the report would be cost prohibitive for a project of the scale that can be supported in the area. A much more detailed soils report would be required to assess the value of the land as a development site.

Without knowing the number of units that may be approved or the final concept for the design being approved, it is not possible at this point to arrive at a fair price which will give the project every opportunity for success and which will simultaneously provide the town with full value for the resource. Instead, we propose working with the town and community as partners to arrive at the best use of the property and the fairest price for the land. This will involve a much more in depth study, a much more careful analysis and full community involvement in the process.

The waterfront area should first and foremost be considered a part of the public domain, designed and developed for the residents as well as being a great opportunity for commercial and residential development. It would be best that a more comprehensive and broader reaching Urban Design exercise be carried out before going forward with the development. An exercise which would include community involvement, ensure proper connections to existing facilities, urban fabric, commercial and residential areas and ensure that facilities and uses provided are wanted and needed in the area and will be used by the public. We should begin by *"envisioning a network of well-connected, multi-use public spaces that fit with the community's shared goals. By orienting waterfront revitalization around public spaces, new construction will enhance the quality of existing destinations and result in a whole that is greater than the sum of its parts."* (PPS; 9 Steps to Creating a Great Waterfront)

Notwithstanding the above, we have put together a strong preliminary concept backed by a development team with experience, financial wherewithal and a vested interest in the community to make this concept a reality.

Section A – Business Background and Experience

Ryan Company Architect Inc.

Duff Ryan is the project designer and project lead. Duff was born and raised in New Liskeard, ON, attended University of Waterloo School of Architecture where he graduated at the top of his class. Working primarily in the south of Ontario during his career as both an Architect and project manager, Duff has completed many successful projects including custom high end homes, special commercial and multi family projects including a number of condominium projects and has an in depth knowledge of Urban Design Principals, Architectural design principals as well as an intimate knowledge of complex approval processes.

Most recently, as project manager and principal Architect, Duff completed the design and approval for a 300unit condo and seniors home in Barrie. The project was on a very complex site with very challenging soils (much like the Marina site). Duff has extensive experience in design and development and has the skills and knowledge required to take the project to a successful completion.

Duff's development business model is not unique. He identifies opportunities and assembles the necessary team of experts and financial backing to get the project completed. In this case, local prominent business people with the savvy and financial wherewithal to get the project completed are on board. In addition, we plan to partner with a seasoned businessman and resort owner to complete, own, manage and run the Marina Property as a destination resort. We also plan to partner with a seasoned Northern Ontario Construction Manager with extensive experience in the construction, development and ownership of multiple apartment and condominium projects across Ontario.

Without knowing the scope of the ultimate development, and considering the precarious condition of the soils on the site, it is premature to expect firm commitments at this point.

Section B – Financials

As stated above, it is premature to arrive at a fair value of the property. There is insufficient information to properly assess the soils condition and without knowing what scope of development will be accepted and approved by the community we are not able to come up with a firm offer at this point.

Instead, we propose the following structure: We will work with the city and the community to arrive at an accepted and approved development plan. The plan would include the redevelopment of both parcels of land along with the completion of the trail. The value of the land would be arrived at based on the approved development and be assessed on a formula of development charges – an amount to

be paid to the town for each residential unit built and each square foot of commercial space created, less the value of community infrastructure to be built.

We appreciate that 20 points may just have been lost but considering the open ended nature of the request, the apparent extreme risk with the soils conditions and the uncertainty of community support, we see no other way at this stage.

Section C – Proposed Development Description

We defer to the above noted need for community and City involvement in a more robust study and design, design approvals process however we submit the attached drawings and renderings as a preliminary design and development concept and as a starting point for a broader discussion.

The Marina Property

We propose that the Marina property be redeveloped as a year round fishing, ice fishing and snowmobiling “resort”. An international destination for tourism. To that end, the Marina building would be renovated or removed and rebuilt. The “resort” would have the following amenities:

- An approximately 30-room lodge/hotel built as an addition to the North of the existing Marina building
- The Marina building would be repurposed as common space, offices and operations for the marina
- The Marina would remain open to the public for docking and use of the facilities
- An outdoor BBQ and entertainment area
- 4 large cabins with accommodations for 6-8 people each
- The “resort”, along with the waterfront multi-use building would be the focal point of special events both winter and summer currently being planned

Park Property

The park property would be developed as 4 separate condominium buildings with 12 units each all to be operated under the same condominium corporation. The preliminary design and building orientation was arrived at with the following principals in mind:

- The buildings are to be accessible
- Each unit is to have a view of the lake
- Views of the lake should be accommodated from both the streets and future units to be developed on the “Fall Fair Grounds”.
- The buildings will utilize both solar and geothermal technologies with the goal of net-zero at front of mind

- A public multi-use building located on the waterfront is to be accommodated. The building would be used year round as a multi-use facility for farmers markets, flea markets, special events, and indoor sports training.

The Trail

The trail is somewhat broken and lacking in “destinations”. We would propose that the trail be completed and additional multi-use destinations be incorporated. Also the pedestrian bridge across the river should be constructed.

- We would propose that, considering the soil conditions and cost, the pedestrian bridge be constructed as a side “extension” of the existing vehicular bridge and not as a stand along structure as currently proposed.

The trail and destination design would of course require a much more in depth study and a high level of community involvement.

Section D – Statement of Qualifications

See section “A” above.

Duff Ryan, BES, BArch, OAA

[illegible]

LEGEND

an company architect inc



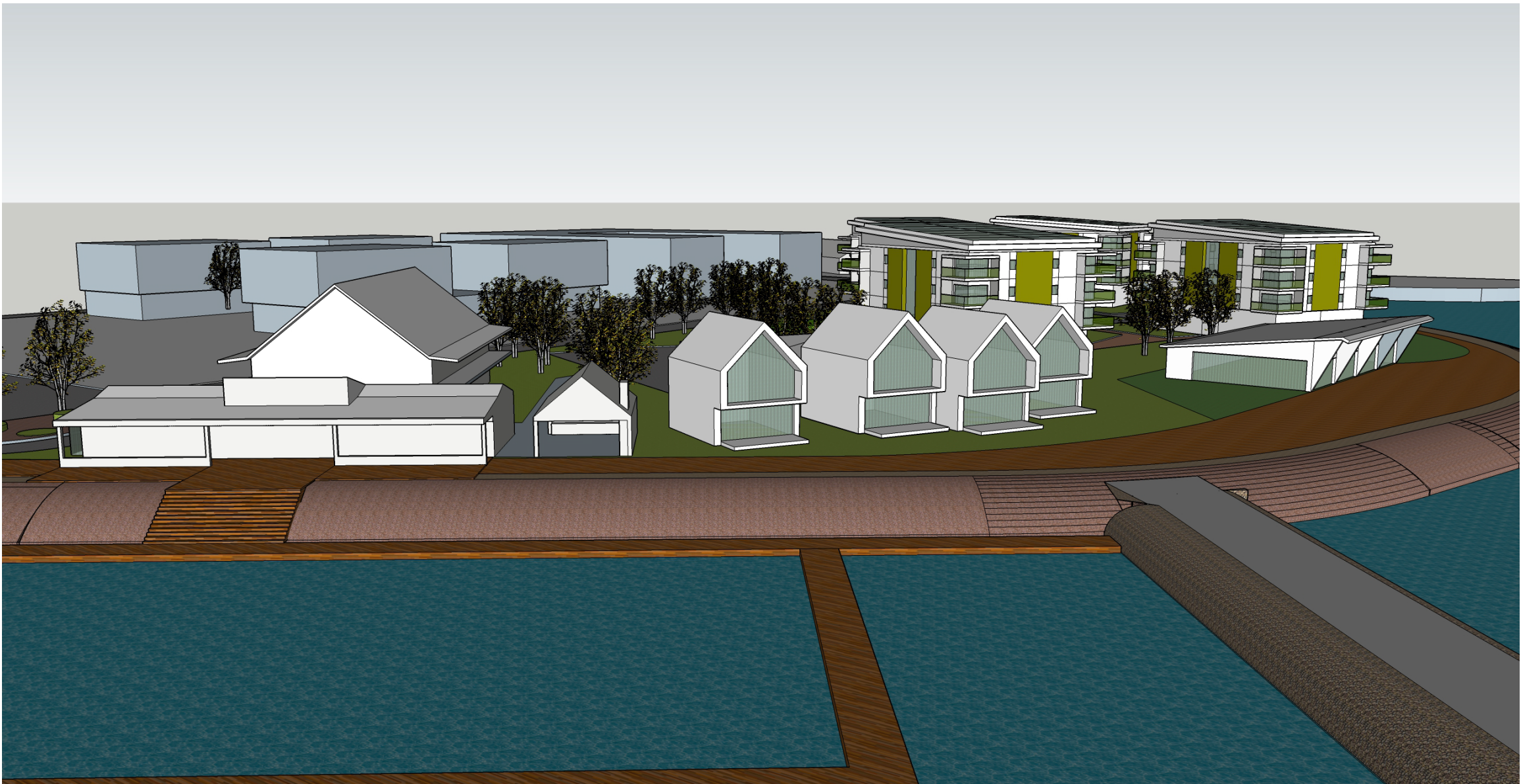
PROJECT
New Liskeard Marina
City of Temiskaming Shores

DRAWING

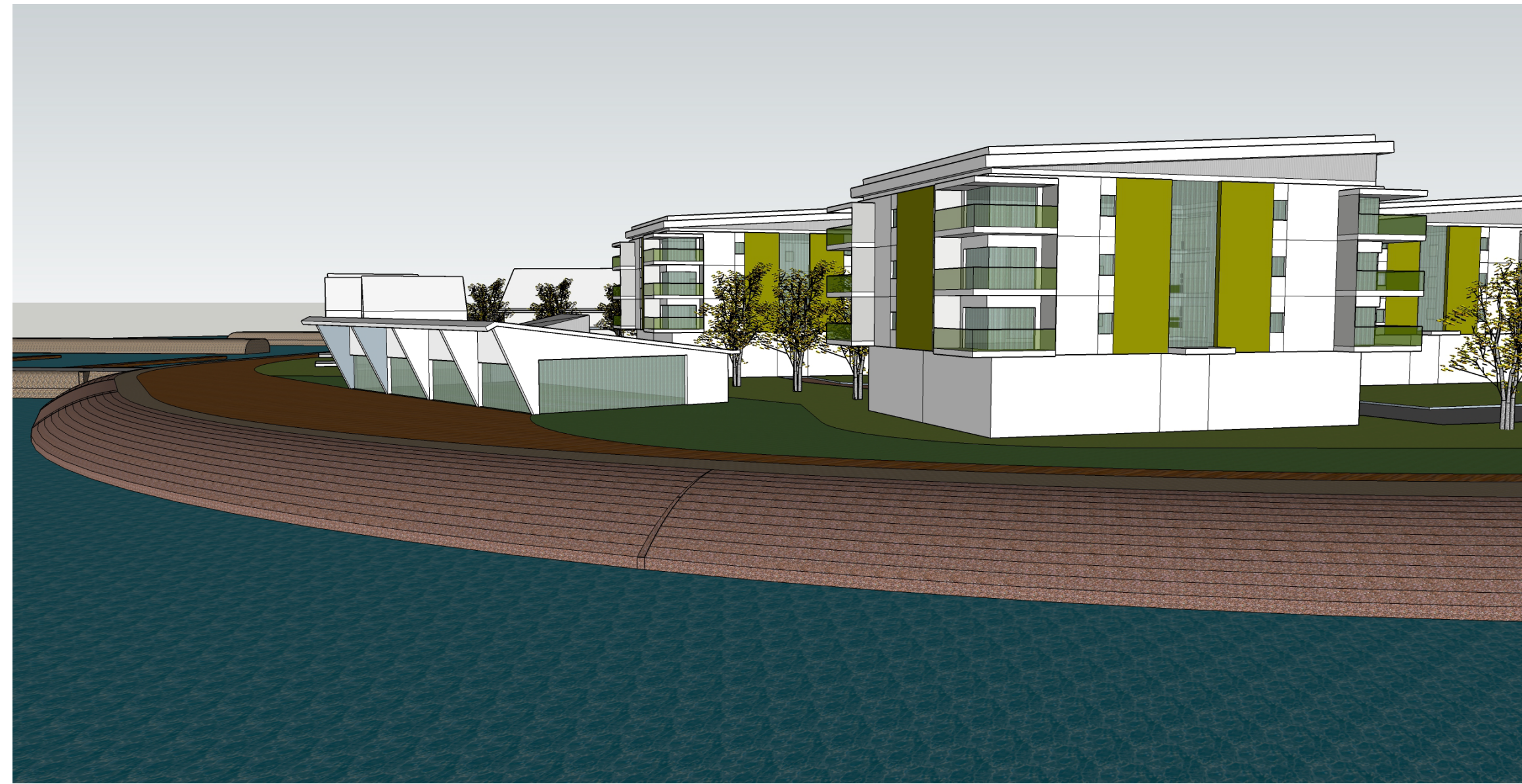
SCALE	DRAW NG NO
NOTED	A 2



AERIAL VIEW FROM NORTH



VIEW FROM THE LAKE (SOUTH)



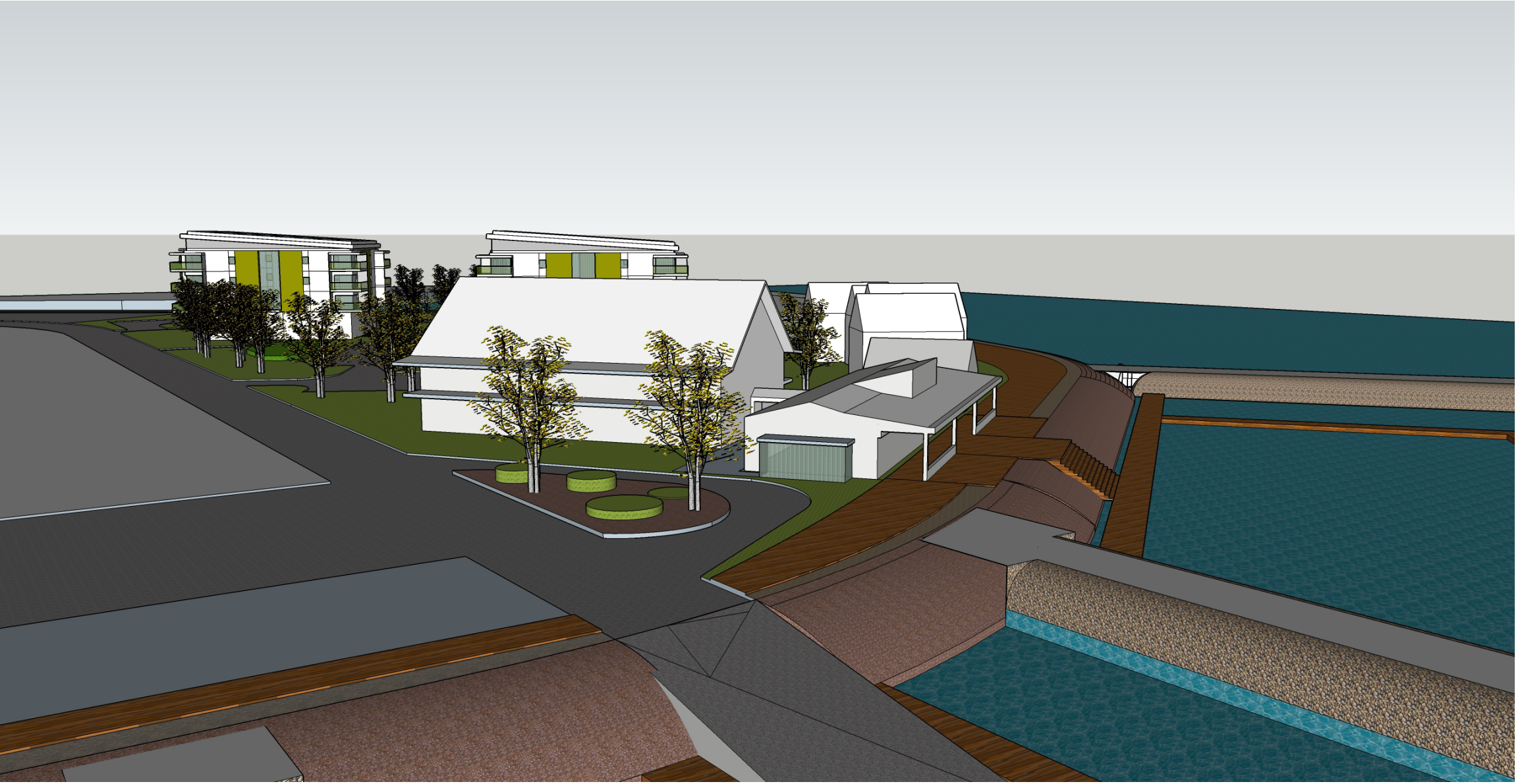
MULTI-USE BUILDING



CONDOS AND LAKE FROM THE STREET



MARINA RESORT FROM STREET



MARINA RESORT FROM BOAT LAUNCH

EM	DA E
NO 1	
LEGEND	
ryan company architect inc	
PROJECT New Liskeard Marina City of Temiskaming Shores	
DRAW NG MODEL IMAGES	
SCALE	DRAW NG NO
NOTED	A3

Subject: Northern Ontario Mining Showcase
2024 (PDAC)

Report No.: CS-041-2023

Agenda Date: November 7, 2023

Attachments

Appendix 01: Northern Ontario Mining Showcase Final Report 2023

Appendix 02: Fed Nor Funding Approval Letter

Appendix 03: Fed Nor Contribution Agreement Project Number 852-515041 (Draft By-law)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-041-2023; and
2. That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario for the City to lead the Northern Ontario Mining Showcase at the 2024 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 3 – 6, 2024, in the amount of \$728,000 for consideration at the November 21, 2023 Regular Council meeting.

Background

The City has led the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) conference and trade show for the past nine (9) years. The Showcase has grown over the years from 55 exhibitors in 2014 to 112 in 2023. Exhibitors are Northern Ontario mining supply companies and not for profit support services to the mining supply industry.

Analysis

The Northern Ontario Mining Showcase at PDAC 2023 was once again successful. The Showcase continues to grow and assist businesses across the North and the City is recognized as being the lead partner behind the project. In 2024, the event will have reached its 10th anniversary and is continuing to be a strong supporter of the mining supply and service industry for the region.

The final report for the 2023 NOMS Showcase is attached as Appendix 1 which has all the statistics from the event.

FedNor has recently announced their funding support toward the Northern Ontario Mining Showcase at PDAC 2024. We now need to enter into a formal funding agreement with FedNor to accept the \$728,000 in funding required to provide the venues at PDAC (Appendix 02 and Appendix 03).

FedNor requested that the budget be reduced slightly in 2024 as they were over subscribed for their funding for the year. A reduction of \$17,000 was realized through the budget development process and staff are confident that we can still produce the event within this new funding arrangement.

Relevant Policy / Legislation / City By-Law

- 2023 Corporate Services Budget

Consultation / Communication

Financial / Staffing Implications

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

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

The City's financial contribution to the event will remain the same in 2024 at \$2,000.

In 2023, three (3) City staff attended the event to support the Showcase. It is recommended that that this level of staff support be maintained at the 2024 event.

It is further recommended that each member of Council have the opportunity to travel to the event during the term of Council to support the City's presence and to have a better understanding of the project. This recommendation will be considered in the 2024 annual operating budget.

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

James Franks
Economic
Development Officer

"Original signed by"

Shelly Zubych
Director of Corporate
Services

"Original signed by"

Amy Vickery
City Manager

**NORTHERN ONTARIO
MINING SHOWCASE**

**SALON MINIER
DU NORD DE L'ONTARIO**



PROJECT REPORT 2023

Canada



Federal Economic Development
Agency for Northern Ontario

Agence fédérale de développement
économique pour le Nord de l'Ontario

Temiskaming
Shores

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1.0 EXECUTIVE SUMMARY

1.1 Executive Summary

The ninth annual Northern Ontario Mining Showcase (NOMS) was held from Sunday March 5th through Wednesday March 8th, 2023 as part of the Prospectors and Developers Association of Canada's (PDAC) 2023 convention. With \$745,000 in funding support from FedNor and individual exhibitor contributions from participating companies in the amount of \$500 each, the pavilion project was coordinated by the City of Temiskaming Shores. The showcase provides a unique opportunity for Northern Ontario Mining Supply and Service companies to promote their products and services to an international audience.



International Women's Day - March 8, 2023

With the support of FedNor, the presence of Northern Ontario businesses and organizations has grown significantly, from 32 exhibitors in 2014 to a showing of 110 exhibitors within the Northern Ontario Mining Showcase pavilion in both 2019 and 2020 followed by a virtual event featuring 65 participants in 2021 and 112 for the event held in 2023.

1.2 Quick Facts

Event Name	2023 Northern Ontario Mining Showcase		
Date	March 5 - 8, 2023		
Location	Metro Toronto Convention Centre		
Pavilion Footprint	13,200 sq. ft.		
Total # of PDAC Attendees	23,819		
Summary of Annual Growth	YEAR	SQ. FT.	# OF EXHIBITORS
	2015	5,800	55
	2016	7,600	72
	2017	9,600	90
	2018	9,600	100
	2019	13,200	110
	2020	13,200	110
	2021	virtual	65
	2022	13,200	102
	2023	13,200	112
Profile of NOMS 2023 Exhibitors	TOTAL # of NOMS Exhibitors- 112		
	Indigenous or Metis (Operated / Focused) - 14		
	Women (Operated / Focused) - 14		
	Under 30 - 4		
	Private Sector - 98		
	Not for Profit - 14		
	Incorporated - 79		
	Sole Proprietorship - 18		
	Limited Partnership - 14		
	Incorporated after Jan 2020 - 14		
Geographic Breakdown of NOMS 2023 Exhibitors	North East - 96		
	North West - 12		
	Pan Northern - 4		

The overall goal of the project has been to provide support to Northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities, and networks. The intent is to demonstrate firsthand that collectively Northern

Ontario firms have the expertise, capacity, and infrastructure to service the requirements of various small and large-scale mining projects. It is also important for prospective clients to understand the compatibility, synergies, and “culture” between the manufacturing/supply sector of Northern Ontario and companies worldwide. This continues to enable businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing exhibitors with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.

2.0 ABOUT THE PROJECT

The project is led by The City of Temiskaming Shores who work with FedNor staff to set the direction of the event and play a direct role in engaging Small and Medium Enterprises and organizations to participate as exhibitors. The City works with its network of partners throughout the north to promote the event prior to and on-site to attract people and companies to the showcase. A third-party event coordinator manages logistics and helps promote the event to prospective exhibitors and attendees.

2023 NOMS PROJECT TEAM

Project Lead • James Franks, City of Temiskaming Shores

FedNor Lead • Denise Deschamps, Initiatives Officer

On-site Support

- Denise Hardy
- Brad Hearn
- Jessica Lafreniere
- Amy Vickery
- Ron Begin
- Tallia Damini
- Dana McGill
- Jennifer Whissell
- Giuseppe Buoncore
- Tallia Damini

Event Communications

- Detail Media
- Casa di Media
- Esa Keltamaki - FedNor

Third Party Coordination • Markey Consulting

2.1 Exhibitors

Exhibitors consist of organizations and companies from Northern Ontario with the emphasis being placed on primarily attracting private sector participants. A list with a description, source community, and website address of participating exhibitors can be found in the NOMS directory (Appendices)



2.2 Marketing and Promotion

Various tools and tactics were utilized to promote the event to recruit participants and attract attendees such as direct contact and cold calls, e-mail blasts and posts on social media. Presentations and in-person solicitation/promotion were also undertaken at various industry events and during the quarterly virtual Northern Ontario MSS sector round table meetings. The website nothernontariomining.com was also regularly updated with current information and utilized as a promotional tool providing easy 24/7 access to event information for participating exhibitors and interested parties.



In addition to marketing efforts, the coordinator, City, and FedNor staff utilized their networks to get the word out prior to and during PDAC. During the show itself, the event was promoted to PDAC attendees via direct contact, invitation distribution and social media. Participating exhibitors were also provided with a media guide which included invitation templates as well as how-to videos and templates for social media. To promote participants, a bilingual event directory with exhibitor and partner listings as well as the speaker presentation schedule were given to all attendees as well as disseminated by FedNor to participating federal departments at PDAC. Video clips featuring exhibitors were also created and deployed via social media during the event.

3.0 SUMMARY OF FINDINGS

3.1 Measure and Key Performance Indicators

At the outset of the project, it was determined that the event would be deemed successful based on outcomes related to the following Key Performance Indicators (KPI).

Number and type of participants:

It has been reported that 23,819 people attended PDAC in 2023 (up by 6,319 from 2022). By all accounts, traffic within the pavilion, which was located in the North Hall of the was constant, and provided quality leads to exhibitors.

Additionally, many provincial and federal representatives, including the Honorable Patty Hadju, Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario as well as Nick Fabiano, Vice President of FedNor visited the NOMS to participate in the official opening and/or to tour the pavilion.

Number of businesses and company reps participating in the NOMS:

Our target number of exhibitors that participated in the showcase was set at a minimum of 100. The registration process was three-phased and included a base eligibility assessment, an application to exhibit once deemed eligible, and the actual registration once approved by the review committee. The breakdown of eligible, non-eligible, and approved applicants along with registrations and cancellations is as follows:

2023 NOMS PARTICIPANT BREAKDOWN	
Total Applicants	127
Ineligible Applicants (did not meet base criteria)	2
Applications deemed ineligible after further review	6
Waitlist	2
Decided not to participate post application	4
Finalized Registrations	112
Cancellations	1

Number of businesses with increased export readiness:

Participating exhibitors that completed the survey indicated the following results:

YEAR	TOTAL VALUE OF SALES GENERATED	JOBS CREATED	NEW PARTNERSHIPS	SQ. FT.
2015	\$3,200,00.00	42	43	5,000
2016	\$47,000,000.00	66	133	7,600
2017	\$8,495,000.00	43	142	9,600
2018	\$30,600,000	179	158	9,600
2019	\$24,800.00	267	320	13,200
2020	\$12,799.00	93	200	13,200
2021	No sales reported from virtual event	26	29	VIRTUAL
2022	\$28,878,346.00	38	221	13,200
TOTAL	\$115,010,945.00	754	1,246	N/A

Efforts are made to communicate with exhibitors at select intervals to evaluate this success factor. To participate in future events companies are obligated to share Return on Investment (ROI) data from previous participation as part of their application. As indicated from survey results provided, 100% of companies generated useful leads and contacts at the 2023 event.

Enhanced knowledge base and skill level of Economic Development Officer participants and small and medium enterprises (SME) with regard to export and trade.

Participating communities and organizations increased their knowledge of the type of products and services that are offered by the Northern Ontario Mining Supply and Services sector. Show support staff consisted of representatives from FedNor, the City of Temiskaming Shores, and other organizations from Northern Ontario. The event provided them with an excellent opportunity to increase their knowledge of the industry and strengthen relationships with businesses and organizations from their respective regions. This will improve their ability to promote the region and assist clients in their community with partnership development and the creation of alliances.

Ongoing / Long Term

Long term outcomes will be gauged over the coming months and years. All 2023 participants will be surveyed again based on the following KPI when registering for 2024.

- Number of businesses exporting or increasing export sales
- New markets accessed
- Increase in overall sales
- Physical expansion of business
- Number of jobs created and / or maintained
- Number of new partnerships and alliances created
- Number businesses offering, planning to offer or accessing value-added and/or knowledge-based products and services; and
- Number of collaborative projects undertaken and # of stakeholders involved.



3.2 Project Benefits & Outcomes

Overall the project has been deemed a success with partners and exhibitors indicating that their participation generated significant contacts and was of value to them. Listed below are the key benefits generated as a result of participating in the showcase:

- Networking with other showcase exhibitors to identify synergies with existing clients
- Networking with showcase visitors and attendees to generate leads and sales
- Networking with community partners to identify potential for partnership projects
- Networking with government representatives to build relationships and learn about programs available for expansion and innovation
- Listing in the PDAC Convention program (print and virtual)
- Relationship building with existing clients (exhibitors and attendees)
- Information and learning opportunities provided via speaker series
- Enhanced promotion and awareness generated through social media program



One of the methods utilized to measure the success of the initiative included a post-event survey, the results of which have been summarized in section 3.3 Success Factors. NB: the comments have been transcribed verbatim from the actual survey responses.

3.3 Success Factors

The project was deemed a success overall. Surveys were completed by NOMS exhibitors to deem the level of value placed on their respective participation in the Showcase. These surveys include questions regarding value of showcase, quantity of leads and sales generated, likelihood of participating in future programs, types of training required / sought; value of contacts made, potential for business opportunities generated, etc. The results are outlined below:

Value of showcase to participants (satisfaction survey results)

How useful / valuable was this event to your business or organization?	
Extremely useful / valuable	59.45%
Very useful / valuable	37.83%
Moderately useful / valuable	02.27%
Slightly useful / valuable	0.00%
Not at all useful / valuable	0.00%

Approximately how many quality contacts and potential business leads did you generate as a result of this event?	
1-5 useful leads / contacts	27.9%
6-10 useful leads / contacts	32.4%
11-20 useful leads / contacts	23.4%
21-40 useful leads / contacts	09.0%
41+ useful leads / contacts	02.3%
We did not generate any	06.3%

Do you anticipate an increase in your export activities as a result of your participation in the 2023 Northern Ontario Mining Showcase?	
Yes	58%
No	35%

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

registration fee / cost	84.3%
pre-fabricated kiosk and graphics	85.2%
exhibitor manual; FAQ; website; and other communications	59.1%
access / use of boardroom for storage, coats, meetings	29.5%
exhibitor meet & greet (Public Pint House)	46.9%
Northern Ontario Night (Steamwhistle)	72.1%

Do you feel that the NOMS speaker / presentation series is of benefit to you and your fellow exhibitors?

Yes	83%
No	16%

Are there any specific topics that you would recommend including as part of future Northern Ontario Mining Showcase Speaker Series?

Mine permitting challenges and new developments

Heat Treating

Remote Exploration Activities

Small indigenous companies can be successful when in a competition being graded against bigger companies.

Indigenous themed/

Indigenous Women

Northern Ontario majors

EV vehicles

Export and development outside of Canada

Indigenous speaker platform

Are there any additional services or supports you would suggest be provided to exhibitors in the future? (items highlighted in yellow are things we already provide; those in blue are things we have no control over)

Ability to book temporary people to stay at our booth to allow us time to walk the show

Ability for potential clients to map out their trip to noms and a benefits package as well as marketing materials sent to all interested parties

free Wifi

Have some promotional material for the participating companies on the big screen playing when there are no talks going on

Better wifi, more seating/work areas.

Bigger interactive space

More interactive booths

Food vendors

List of other companies booth numbers with a northern ontario location that aren't a part of noms

A place and company so we can eat lunch and still see our booth

may be better if the stage for the speakers was not in the middle blocking out half of the exhibits from participation

The NOMS puts together some great video content to support the showcase. It would be great if exhibitors had a chance to book time with that crew to produce a quick video segment with them on their business (a FAQ, demo, intro, meet the team etc).

Charter bus from Timmins, north bay, Sudbury

Hotel subsidy

It would be helpful to us as a company to k IQ who is looking for heat treat

Further investment in the showcase design, with bigger screen advertising the companies; new kiosks

Access to refillable water

Transportation and maybe catered food

Please advise if there is a section in the application form where we can make requests... example: we'd like to request our kiosk location near our sister company's kiosk so we can cover each other during breaks & lunch.

Would your company be interested in exhibiting within a grouped pavilion at other events (e.g. CIM; Minexpo) ?

Yes	58%
No	06%
Maybe	34%

3.3 Key Success Factors

Overall Concept

Hosting a Northern Ontario mining exhibit as part of PDAC works very well. Having a captive audience provides a source of qualified attendees which ensures value for the exhibitors and partners. This also provides exhibitors and partners with an opportunity to visit the PDAC floor and attend client events thereby generating an additional benefit for their participation.

Timing (funding/announcement/planning)

Sourcing and securing funding support has become a much quicker process year over year which results in being able to aim for 110 exhibitors in 2024 and to begin promoting the event immediately after the summer holidays. The City of Temiskaming Shores will be submitting a Phase 1 application for funding for 2024, including a budget that reflects the recommendations herein, in order to adhere to a similar schedule.

Communications

Communications were key to attracting positive attention. FedNor communication staff members were engaged in the planning process from the outset which resulted in additional media coverage and the inclusion of the NOMS on several tours and partner programs /schedules. The enhanced social media program, which included content in both official languages, was hugely successful and beneficial to exhibitors and the NOMS. The services of a professional digital marketing firm were contracted to capture and post images, video clips, exhibitor testimonials, presentations, panels, and special events. This content provided quality material for pre-onsite and post-event marketing efforts. Engaging exhibitors in the process by providing them with a digital marketing plan listing our NOMS-specific handles along with hashtags to include played a significant role in enhancing the NOMS social media presence. The assets developed as part of this program will be used throughout the year for ongoing

promotion. The NOMS social media channels are still active and will continue to be used as a means of recruiting exhibitors and showcasing past participants. [Click here](#) for details on the effectiveness of this enhanced social media presence.

Venue

Having a well-designed pavilion layout, including the addition of large backlit graphics, an enhanced video wall, touch screens for wayfinding and interesting structures projected the North as being very professional and unique. The dedicated funders kiosk manned by FedNor staff was also of great value, seeing a steady stream of people inquiring about various funding programs to support their businesses. The combination of exhibitor kiosks, along with the complimentary coffee in the café and seating was successful in providing the perfect atmosphere for mixing business and pleasure, thus helping to not only draw people in but also encourage them to stay longer and visit with exhibitors.

Planning Team & Onsite Support Staff

The planning team plays an instrumental role in ensuring that businesses are aware of the event and provided with the necessary information to participate. In addition, the team members have previous experience in hosting events at PDAC and therefore provide leadership and guidance. They also provide support at the event itself in addition to promoting the pavilion on site. As the event has grown, so has the need for onsite support staff. Over and above planning team members, several individuals provided onsite support in 2023. Their role consisted of various tasks including but not limited to assisting exhibitors with their booth set up, helping visitors with touch screens, providing funding information, coordinating presenters and AV for speaker series, welcoming government representatives, assisting with the show set up and tear down, assisting with exhibitor sign-in, etc...



Coordination

Contracting the services of an experienced event planner with significant sector knowledge and a large network in Northern Ontario is key to the success of the event. Given the timeline and the fact that planning team members have numerous portfolios and responsibilities, having the support of a coordinator to assist in organizing the event helps to ensure that things are kept on track. Markey Consulting has provided excellent service over the past nine years.

Program

The 2023 event featured a speaker series within the pavilion which included an industry-led panel, a new business launch, as well as various presentations by exhibitors, funding partners, and individuals representing select non-exhibiting organizations. These resulted in drawing attendees to the Showcase while providing both promotional and capacity-building opportunities for NOMS exhibitors. In addition to the speaker series, a ribbon cutting was held with various political figures taking the time to attend and participate. The NOMS was honored to welcome the following:

- The Honourable Patti Hadju, Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario
- Karen Rees, Second Vice President of PDAC
- Jeff Laferriere, Mayor - City of Temiskaming Shores

In addition to the participation of said dignitaries, several MPs, MPPs and Northern Ontario mayors attended the event. This event also attracted many other visitors to the Showcase who subsequently stayed to visit with exhibitors following the speeches and photos.



Boardroom & Meeting Space

Renting spaces for meetings, storage and registrations makes things much more manageable. Having extra space to store collateral materials, and equipment is extremely useful and is recommended in the future. This also provides space for exhibitors and partners to hold various-sized meetings. Per past recommendations, an additional boardroom was reserved at the Intercontinental Hotel to ensure space is available for impromptu meetings for partners and government representatives. For 2023 we recommend onsite meeting space within the pavilion to not only save time for exhibitors but create a new opportunity to demonstrate business activity in the pavilion.

Website

The northernontariomining.com includes sections geared not only to NOMS exhibitors but also to attendees. The website is an excellent tool for promoting the event and serves as a one-stop location for exhibitors to access information regarding registration and participation. The site highlights past successes and includes an FAQ, downloadable exhibitor manuals from current and previous events, an image gallery, videos as well as stats and facts about the NOMS. The website also serves to collect information from companies looking to exhibit in future years thus creating a database of potential participants.

Partner Collaboration

Significant efforts are made to ensure collaboration between various partner organizations as a means of providing additional benefits to NOMS exhibitors and to cross-promote programs and initiatives. Examples of said partnerships include participating in the Canada pavilion, and Ontario pavilion and promoting of B2B program spearheaded by Global Affairs.

Complementary Events

Events which encouraged networking outside of show hours were very beneficial to the exhibitors. (Note: although these events are not directly FedNor funded, they have a positive impact on the NOMS and are therefore worthy of noting) These included an offsite informal exhibitor and committee meet & greet on the evening prior to the show start as well as Northern Ontario Night, which is a hospitality event where Northern Ontario Mining Showcase exhibitors can invite clients and contacts to attend. Over 1400 people attended the latter in 2023.

NOMS Interactive Touch Screens

The interactive touchscreens continue to be appreciated and well used and enable attendees to search and locate NOMS exhibitors alphabetically and by sub-sector. The touch screens also create a point of interest and conversation starter which often resulted in people entering the pavilion when they hadn't initially planned to.

4.0 Recommendations

Every year, the NOMS planning team and onsite support staff hold a post-event debrief to identify potential areas for improvement. The following consists of the list of recommendations from 2022 that were addressed along with the outcome in 2023.



Recommendations from 2022

Recommendation	Outcome
Create an onsite meeting space within the pavilion	An onsite meeting space was included and well utilized; it is recommended to keep this feature in future years
Resume interactive exhibits on pavilion floor	A total of 7 interactive spaces were included in the NOMS in 2023
Dedicate a volunteer to manage show staff on day 1 of event	Tasks and training were clearly outlined

Streamline onsite exhibitor registration to include stations for PPE etc..	PPE was managed at a dedicated NOMS station near PDAC registration - this system worked well and should be repeated
Purchase additional toe-caps for set up in various sizes, include sign in and sign out sheet	This was incorporated and well received.
Reduce number of printed directories while providing online version via QR code to limit paper and waste	The number was reduced
Provide additional training/ guidance for exhibitors to pre-arrange meetings and promote their presence	Some additional guidance was provided, however, it is recommended that a web-based training session be undertaken in the weeks leading up to the event to educate exhibitors on the show planning process, use of digital media tools, and other logistical topics.
Feature USA semiautonomous Boston Dynamics robot dog again in 2023	Done, however, must purchase a booth in the future.
Revisit student program and international delegation program to determine value and approach	The student program was not successful this year due to changes in the process. Several international delegations visited the NOMS including various representatives who spoke during the speaker series.
Consider branded refillable bottles swag for exhibitors (promo + environmentally friendly)	Lack of budget for this in 2023 - consider incorporating in 2024

Recommendations for 2024

With the generous support of FedNor, the City of Temiskaming Shores will once again be hosting the Northern Ontario Mining Showcase at PDAC in 2024. To ensure ongoing interest and maintain quality, the target number of participants will remain at a maximum of 110 exhibitors, focusing primarily on SMEs. The pavilion should also continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period.

To ensure the continuing success of the event, below are recommendations for 2024:

- Keep the NOMS registration kiosk for PPE management, however, place it on the South side of registration and have it removed at noon on Sunday
- Bring a microwave for the boardroom for show staff and exhibitors
- Potential re-consideration of meet and greet event; participation seems to be declining
- Order additional garbage receptacles and increase associated cleaning service
- Ensure all furniture is consistent (e.g. stools with backs)
- Further communicate information about onsite meeting room availability
- Ensure consolidation of the meeting room calendar with one point of contact
- Store all handouts and inventory in one location
- Purchase new hanging banners x 2
- FedNor to cover costs associated of their presence in the Canada pavilion or any other presence outside of the Northern Ontario Mining Showcase pavilion

Recommended discussion items with MTCC and PDAC:

- Discuss group discount pricing with MTCC for WIFI
- Discuss discount material handling fees for interactive display equipment
- Request additional visibility of Trade Show North in the South building (e.g. Signage, listings, etc.)
- Request that some technical sessions be relocated to the North Hall (e.g. indigenous program or other)
- Enhanced food services for exhibitors (e.g. sandwich cart)
- Foyer digital signage - change to Northern Ontario Mining Showcase 110 exhibitors (specify and remove City)



5.0 APPENDICES

The following supporting documents can be found [here](#).

- Exhibitor Manual
- Exhibitor Directory
- NOMS Digital Campaign Report
- NOMS 2023 Video and Photo Gallery (*digital version only*)



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19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

November 1, 2023
Project Number: 852-515041

Mr. James Franks
Economic Development Officer
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

Dear Mr. Franks:

Re: Contribution to The Corporation of the City of Temiskaming Shores

I am pleased to advise that FedNor is prepared to provide support of up to \$728,000 towards hosting the Northern Ontario Mining Showcase at PDAC 2024.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mr. Guy Paquette of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-8221 or toll-free at 1-877-333-6673 ext. 8221. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by my office.

May I offer my best wishes to The Corporation of the City of Temiskaming Shores.

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault, Lucie
Date: 2023.11.01 14:36:08 -04'00'

Lucie Perreault

Executive Director

Federal Economic Development Agency for Northern Ontario (FedNor)

c.c. Mrs. Stephanie Leveille, Treasurer

The Corporation of the City of Temiskaming Shores
By-law No. 2023-000

Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041)

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 -tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council considered Administrative Report No. CS-041-2023 at the November 7, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Mining Showcase at the 2024 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 3-6, 2024, in the amount of \$728,000, for consideration at the November 21, 2023 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 funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for funding assistance with the 2024 PDAC Convention, held in Toronto from March 3-6, 2024, in the amount of \$728,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of November, 2023.

Mayor

Clerk



Schedule “A” to

By-law No. 2023-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Federal Economic Development Agency for Northern Ontario

as represented by the Minister of Indigenous Services and
the Minister responsible for the Federal Economic
Development Agency for Northern Ontario

Project No. 852-515041



Government
of Canada

Gouvernement
du Canada

FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 852-515041

THIS AGREEMENT made as of: November 1, 2023

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)
As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

The Corporation of the City of Temiskaming Shores
(the "Recipient")

WHEREAS in response to an application from the Recipient received June 9, 2023, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Regional Economic Growth through Innovation for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2023 (the "Commencement Date") and is completed on or before June 30, 2024 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$728,000 of the Project outlined in Annex 1, and
- b) \$728,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to June 9, 2023 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to His Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
 - b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.
- 6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.
- 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to His Majesty the King in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Agency), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 In relation to the Project, the Recipient agrees to:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and
- b) provide in both official languages any basic services to be provided or made available to the public.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;

- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to His Majesty; and

- d) exercise any other remedy available to the Agency at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to His Majesty the King in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
 - a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;

- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (His Majesty the King in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of His Majesty the King in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mr. Guy Paquette
Trade Expansion and Export Development
Regional Economic Growth through Innovation

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. James Franks
Economic Development Officer
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 852-515041

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and
Minister responsible for the Federal Economic Development
Agency for Northern Ontario

Per: **Perreault, Lucie** Digitally signed by Perreault, Lucie
Date: 2023.11.01 14:35:20 -04'00'
Name: Lucie Perreault
Title: Executive Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)
Date:

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the City of
Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 852-515041

I. PROJECT SCOPE

i) Description:

The Corporation of the City of Temiskaming Shores is requesting a contribution to establish the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange to be held March 3-6, 2024.

ii) Project Location:

Haileybury, ON

iii) Dates:

- a) Commencement Date - September 1, 2023
- b) Completion Date - June 30, 2024

iv) Key Workplan Activities, Timelines and Milestones:

Specific project activities will include:

- Secure 110 booth spaces to create a 13,200 square foot pavilion.
- Secure two meeting rooms and have one constructed within the pavilion.
- Exhibit up to 110 organizations and businesses of the mining supply and services sector from Northern Ontario.
- Coordinate a variety of activities including speaker series and demonstrations.
- Support exhibitor's digital presence.
- Organize international delegations to tour the pavilion/exhibitors.
- Hire a coordinator to work with a pavilion design team, City of Temiskaming Shores and FedNor.
- Develop and implement a promotional strategy, including social media.
- Provide ongoing support to exhibitors.

v) Performance Measures and Tracking Plan:

Project duration outcomes include:

- One event/trade show attended/organized with 25,000 attendees.
- 110 exhibitors present.
- A minimum of one training session provided to exhibitors.

Additional anticipated outcomes of this 2024 project include:

- Total value of sales of \$10,000,000.
- 35 percent of SMEs with increased export sales.
- A minimum of 75 new jobs created with 100 maintained.
- Attract and increase new business contacts, clients and potential leads that will result in new business and/or expansion of existing business.
- Lead to increased trade opportunities and revenues.
- Provide a venue for Northern Ontario SMEs to directly promote their products and services to the world, and increase the region's presence and competitiveness in the marketplace.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$728,000
- Supported	\$728,000	Other Federal	\$0
- Not Supported	\$60,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$60,000
		Other	\$0
Total	<u>\$788,000</u>		<u>\$788,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$335,000	\$60,000	\$395,000
Event Costs - Other	\$270,000		\$270,000
Consulting Fees	\$75,000		\$75,000
Marketing/Promotion	\$30,000		\$30,000
Travel	\$18,000		\$18,000
TOTAL ELIGIBLE COSTS	<u>\$728,000</u>	<u>\$60,000</u>	<u>\$788,000</u>
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$788,000</u>

- * Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

Basic communications and services are to be provided in both official languages.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and

- c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Trade Expansion and Export Development

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between June 9, 2023 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between June 9, 2023 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.