



**The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, March 5, 2024 – 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

None

8. Public Works

a) Delegations/Communications

1. France Gauthier, Nat Rivard and Marty Maille – Committee Members for the Rockin' On Canada Day Event

Re: Presentation of Event Details and Requests for the City of Temiskaming Shores

b) Administrative Reports

1. **Memo No. 008-2024-PW – Rural Transit Solutions Fund - Funding Application**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2024-PW; and

That Council directs staff to submit an application in the amount of \$50,000 to the Infrastructure Canada Rural Transit Solutions Fund – Planning and Design Stream, for a review of the current Temiskaming Transit system and rural transit options.

2. **Memo No. 009-2024-PW – Update on Fleet Purchases**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2024-PW;

That Council directs Staff to prepare the necessary by-law to confirm the agreement with Timmins Kenworth Ltd. for the purchase of the Kenworth Triaxle in the amount of \$324,548.80 plus applicable taxes, for consideration at the March 19, 2024 Regular Council Meeting; and

Further the Council directs Staff to prepare the necessary by-law to confirm the agreement with Macnab Transit Sales Corp. for the purchase of a used 2019 Elkhart Coach Transit Shuttle Bus, in the amount of \$149,320 plus applicable taxes, for consideration at the March 19, 2024 Regular Council Meeting.

3. Memo No. 010-2024-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. 010-2024-PW, regarding the Environmental Services Operations Update for information purposes.

4. Administrative Report No. PW-006-2024 – Annual Water Reports

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. PW-006-2024, more specifically Appendices 01 and 02 being the 2023 Annual Reports for the water systems within the municipality, in accordance with Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act; and

That Council hereby directs staff to notify the public of the availability of the 2023 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.), and posted on the municipal website.

5. Administrative Report No. PW-007-2024 – Request for Proposal Award for the New Liskeard and Haileybury Landfill Monitoring Agreement (five (5) year term)

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. PW-007-2024; and

That Council hereby directs staff to prepare the necessary by-law to enter into a five (5) year agreement with D.M. Wills Associates Ltd., to provide annual monitoring services at the New Liskeard and Haileybury Landfill Sites, in the amount of \$308,975.00 plus applicable taxes (five-year total), for consideration at the March 19, 2024 Regular Council meeting.

6. Administrative Report No. PW-008-2024 – Housing-Enabling Water Systems Fund (HEWSF)

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. PW-008-2024; and

That Council directs staff to submit a funding application to the Housing-Enabling Water Systems Fund (HEWSF) by April 19, 2024, for the reconstruction of McKelvie Street from Hesse Avenue to Baker Avenue, and for the reconstruction/construction of Baker Avenue to support Phase 2 of the Boreal Subdivision.

7. Administrative Report No. PW-009-2024 – Tender Award for the 2024 Roads Program

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. PW-009-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2024 Roads Program in the

amount of \$378,946.30, plus applicable taxes, for consideration at the March 19, 2024 Regular Council meeting.

8. Administrative Report No. PW-010-2024 – Free Tipping Fee Voucher Program

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. PW-010-2024;

That Council supports the cancellation of the Landfill Amnesty Program with the subsequent introduction of the Free Tipping Fee Voucher Program; and

That Council hereby directs staff to make the necessary amendment to By-law No. 2015-128 – Solid Waste Management, for consideration at the March 19, 2024 Regular Council Meeting.

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 006-2024-RS – Building Decarbonization Pathways Project – Change Order and Funding 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. 006-2024-RS;

That Council approves a Contract Change Order No. 1 of \$65,750 to the contract with WF Group for project costs for the Building Decarbonization Feasibility Study, as authorized by By-law No. 2023-118, resulting in a revised contract value of \$160,750, plus applicable taxes; and

That Council directs staff to amend By-law No. 2023-113 being an agreement with Federation of Canadian Municipalities (FCM), as a trustee of the Green Municipal Fund (GMF) for the purpose of establishing a roadmap to net zero emissions, for the purpose of adding six buildings alongside the eight buildings initially identified for the study, for consideration at the March 19, 2024 Regular Council meeting.

2. Memo No. 007-2024-RS – Recreation Operations Update – March 2024

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2024-RS, regarding the Recreation Operations Update for the Month of March 2024 for information purposes.

3. Administrative Report No. RS-003-2024 – North On Tap 2024 Request for Assistance

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-003-2024;

That Council approve the request from North On Tap for the use of municipal land on Friday July 12, 2024 and on Saturday July 13, 2024; and

Further that Council approves the various in-kind services, including set-up and take down of the event, supply of various equipment and provision of free boat docking the day of the event.

4. Administrative Report No. RS-004-2024 – Community Choir Lease Agreement

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-004-2024; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall, for consideration at the March 19, 2024, Regular Council meeting.

5. Administrative Report No. RS-005-2024 – Niven Reservoir Roof Replacement RFQ 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-005-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the replacement of the Niven Reservoir Roof in the amount of \$127,950 plus applicable taxes, for consideration at the March 19, 2024, Regular Council meeting.

6. Administrative Report No. RS-006-2024 – New Liskeard Marina Operations 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-006-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Temiskaming Power Sports Inc. for the lease of the New Liskeard Marina from March 20, 2024 to December 31, 2026, for the operation of a marina and power sports store, for consideration at the March 19, 2024, Regular Council meeting.

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – February 2024

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 month of February 2024, for information purposes.

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 009-2024-CS – City of Temiskaming Shores/ Town of Cobalt Memorandum of Understanding (MOU) for Temiskaming Transit

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2024-CS; and

That Council directs staff to prepare the necessary by-law to authorize the execution of a Memorandum of Understanding and Operating Agreement with the Town of Cobalt for Transit Services “Temiskaming Transit”, for consideration at the March 19, 2024, Regular Council meeting.

2. Memo No. 010-2024-CS – Frog’s Breath Application Sponsorship – South Temiskaming ATV Club

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 010-2024-CS; and

That Council for the City of Temiskaming Shores approve the request from the South Temiskaming ATV Club, and agrees to sponsor a request for funding to the Frog’s Breath Foundation in the amount of \$5,000, to help fund the purchase of signage for new ATV trails.

3. Administrative Report No. CS-007-2024 – Haileybury Family Health Team Lease Agreement

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-007-2024;

That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 3.4% for 2024; and

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre, for consideration at the March 19, 2024, Regular Council meeting.

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – March 19, 2024 starting at 6:00 p.m.
- b) Committee of the Whole – April 2, 2024 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 (3.1) 1. The meeting is held for the purpose of educating or training the members: Council Training Session (Municipal Insurance).

14. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

**City of Temiskaming Shores
Committee of the Whole Meeting - March 5/2024**

**Rockin On Canada Day Event - brought to you by the New
Liskeard Bikers Reunion**

1. General overview of the event:

- Family event and community celebration for Canada Day weekend! Emphasis on honoring our seniors, who are the pillars of our community. Also honoring our veterans who made the ultimate sacrifice so we can enjoy freedom.
- In the past several years, there's been no Canada Day celebration in the City of Temiskaming Shores and taxpayers have been voicing their desire to have such a celebration. We feel that it is important to celebrate being Canadian, and emphasize what unites us as Canadians. We want this town painted in red and white!! Building community spirit....
- Economic benefit to our area. Showcasing the area and increasing tourism. Communities from Temagami to Kirkland Lake benefit from this event (past Bikers Reunion).
- Fundraiser: to support Temiskaming Hospital (equipment & other needs) & to fight cancer
 - a. Date: June 29 & 30/2024 (Sat/Sun)
 - b. Hours: SAT 11:00 am - 2:00 am, SUN 11:00 am - 12:00 am
 - c. Location: New Liskeard Agricultural Farm (old government farm) by the OPP station; 340 Armstrong St. N.
 - d. Schedule of activities:
 - SAT 11:00 am - 7:00 pm: free grounds admission - various vendors, car show, demo rides, seniors' tea, children's games (inflatables), face painting, live entertainment (music, ventriloquist, etc...), Hercules Fly-by; interactive games
 - SAT 8:00 pm - 2:00 am: live music/concert (inside) licensed event/admission fee
 - SUN 11:00 am - 12:00 am: same as Saturday + Canada Parade in afternoon (specific time to be determined)

2. Specific Requests:

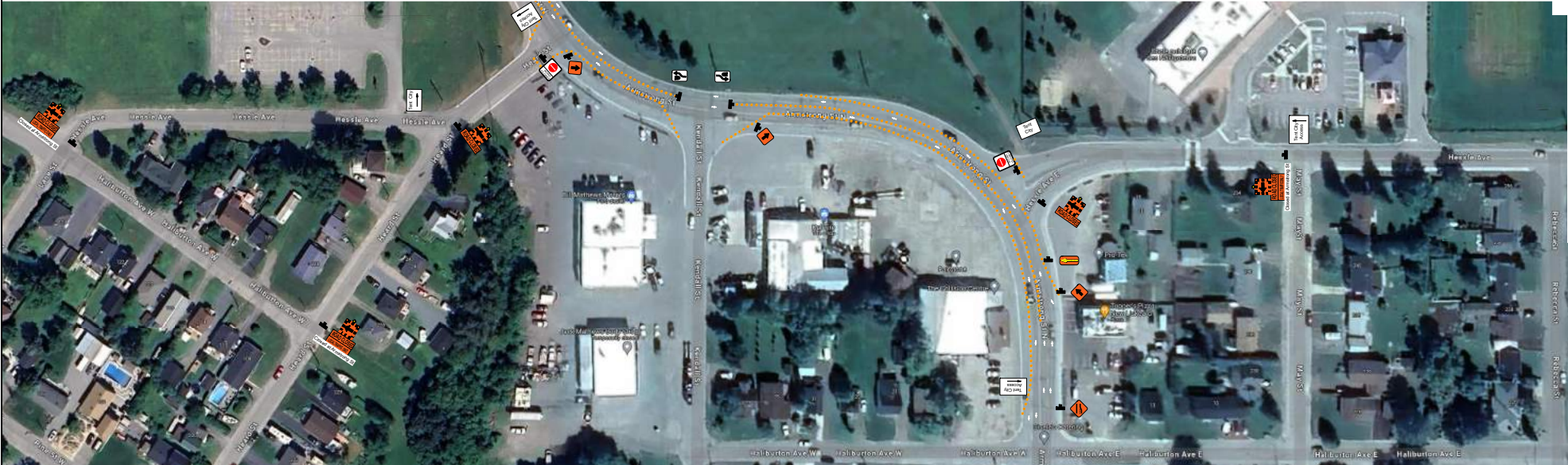
***** Our team is and will continue to work with City officials ie: Fire Marshall, Road Supers, Building Inspector, and other City officials**

- a) Resolution of council to deem the Bikers Reunion/Rockin On Canada Day organization as “municipally significant”.
- b) Noise permit: Amendment to the City’s noise bylaw for our Event on June 29 & 30/2024
- c) Road closure requests: see traffic flow plan; traffic barriers (setup and teardown). Barry has been working on a traffic flow plan with OPP, MTO and Pedersen Construction, that we think everyone is in favor of.
- d) Security: EMS, Fire Departments, OPP, security company (?)
- e) Municipal land for tenting (motorcycle tenting only): parcel of land by Navigateur School; to accommodate people from all over Canada, and the U.S who want to come to our community and partake in our festivities.
- f) Others:
 - 2 stages for outdoor/indoor entertainment: set-up and teardown
 - Tents: for shade (especially the elderly), and for possible rain
 - Fencing: help with putting up and tearing down
 - porta-potties throughout event grounds
 - Picnic tables: 25 for outdoor seating and for a place to sit and eat
 - Round tables: 50
 - Recycling container on site
 - Provide garbage containers (BR is providing some but will need extras) & manpower to empty the cans, and dispose of the garbage continuously throughout the 2 day festivities. To keep the event site clean and presentable.
 - Lawn maintenance in areas surrounding Event Grounds.
 - Flowers around event signage (flower beds)

3. Agencies involved:

- City Departments: public works, recreation, roads crew
- OPP: traffic flow, safety
- EMS & Fire Departments
- MTO: traffic flow
- Pedersen Construction: traffic flow
- Lions Club: tenting
- Plaza Group Management (Mall)
- Kal Tire, Wilson Ford, Wilson Body Shop

- Community: ++ volunteers
- Various car clubs (Timmins, North Bay, Sudbury)
- Canadian Air Force
- The Rock Harley-Davidson







Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: March 5, 2024
Subject: Rural Transit Solutions Fund - Funding Application
Attachments: N/A

Mayor and Council:

Staff wish to inform Council that there is a current opportunity from the Government of Canada, Infrastructure Canada, titled the Rural Transit Solutions Fund – Planning and Design Stream, which is open to apply with no current deadline date. They are currently accepting applications for planning projects that are intended to assess and / or develop a rural transit solution that is appropriate for the local community.

There is no limit to the cost of a planning project, however, the maximum grant available under the Rural Transit Solutions Fund is limited to \$50,000. Staff recommend applying for \$50,000 for the proposed project, and should the project be approved at the requested amount, is not anticipated to require a municipal financial contribution.

Staff have received a recommendation from the Temiskaming Transit Committee and are asking for the continued support of the City of Temiskaming Shores and the Town of Cobalt councils to submit our application.

Recommendation TC-2024-004

Moved by: Mark Wilson

Be it resolved that:

The Temiskaming Transit Committee hereby supports applying for funding from the Rural Transit Solutions Fund for a review of our current system and rural transit options.

CARRIED

Staff feel that this grant, if approved, will greatly assist us with reviewing our current Transit System as well as examining how this Transit System can expand into smaller, rural communities in our south Temiskaming district that desire transportation solutions, if feasible.

As such, it is recommended that Council directs staff to submit an application to the Infrastructure Canada Rural Transit Solutions Fund – Planning and Design Stream, in the amount of \$50,000, for a review of the current Temiskaming Transit system and rural transit options.

Prepared by:

“Original signed by”

Mitch McCrank, CET
Manager of Transportation Services

Reviewed and Submitted by:

“Original signed by”

Amy Vickery, CMO
City Manager

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: March 5, 2024
Subject: Update on Fleet Purchases
Attachments: Draft Agreements

Mayor and Council:

Staff are pleased to share that two Fleet Purchases have been secured following resolutions giving authority to the Manager of Transportation Services for procurement.

The Kenworth Triaxle procurement has been successfully completed, and was purchased from Timmins Kenworth Ltd. The piece of equipment is now functioning in the Public Works Heavy-Duty Fleet and was officially placed in service on February 28, 2024. Staff successfully completed the procurement based on Council Resolution No. 2023-255, at a cost of \$324,548.80, which was under budget and within the procurement guidelines.

Staff also completed the procurement of a used Transit Bus, as per Council Resolution No. 2024-070. The 2019 Used Elkhart Coach Transit Shuttle Bus was purchased from Macnab Transit Sales from Ingersoll, Ontario. The bus will meet the needs of the Transit Service, and it is hopeful to be delivered by late March of 2024. The bus purchase price was within budget at \$149,320 and with confirmation from the Funders, this bus still meets the criteria for the Investing in Canada Infrastructure Program (ICIP) agreement (By-law No. 2020-118); therefore, can be applied to the costs.

It is recommended that Council directs Staff to prepare the necessary by-law to confirm the agreement with Timmins Kenworth Ltd. for the purchase of the Kenworth Triaxle in the amount of \$324,548.80 plus applicable taxes, for consideration at the March 19, 2024 Regular Council Meeting; and further that Council directs Staff to prepare the necessary by-law to confirm the agreement with Macnab Transit Sales for the purchase of a used 2019 Elkhart Coach Transit Shuttle Bus, in the amount of \$149,320 plus applicable taxes, for consideration at the March 19, 2024 regular Council Meeting.

Prepared by:

Reviewed and Submitted by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2024-000

**Being a by-law to enter into an agreement with Timmins Kenworth Ltd. for
the purchase of one (1) Kenworth Triaxle Truck**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 adopted Resolution No. 2023-255 at the Committee of the Whole meeting on August 8, 2023, delegating authority to the Manager of Transportation Services to purchase one new Triaxle dump truck, within the guidelines of the Canoe Procurement program, in accordance with the City's Procurement Policy, within the budget limit of \$338,500, including non-refundable tax; and

Whereas Council considered Memo No. 009-2024-PW at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to confirm the agreement with Timmins Kenworth Ltd. for the purchase of the Kenworth Triaxle in the amount of \$324,548.80 plus applicable taxes, for consideration at the March 19, 2024 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 vehicle purchase agreement with Timmins Kenworth Ltd. for the purchase of one (1) Kenworth Triaxle Truck in the amount of \$324,548.80 plus applicable taxes, 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 19th day of March, 2024.

Mayor

Clerk

DRAFT



Schedule "A" to

By-law No. 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

And

Kenworth Timmins Ltd.

For the purchase of one (1) Kenworth Triaxle Truck

VEHICLE PURCHASE AGREEMENT

TIMMINS KENWORTH LTD.
BOX 1620, 4041 HWY, 101 WEST
TIMMINS, ONTARIO P4N 7W6
TEL: (705) 268-7800 FAX: (705) 268-7831

5-4-3920-1060
L-Servable

☒ NEW ☐ USED
DATE 2/13/2024

PURCHASER CITY OF TEMISKAMING SHORES		HOME PHONE NO	BUSINESS PHONE NO 705-672-3363	CELL PHONE NO
ADDRESS 325 Farr Drive Box 2050		APT NO	CITY Haileybury	PROVINCE Ontario
E-MAIL		DRIVER'S LIC NO	INSURANCE CO.	POSTAL CODE P0J 1K0
			POLICY NO	EXPIRY DATE

I, THE PURCHASER, AGREE TO PURCHASE THE FOLLOWING VEHICLE FROM YOU, THE DEALER, ON THE TERMS SET OUT IN THIS AGREEMENT INCLUDING THE VEHICLE INFORMATION DOCUMENT WHICH FORMS PART OF THIS AGREEMENT.

VEHICLE DESCRIPTION									
STOCK NO	YEAR 2024	MAKE Kenworth	MODEL T880	TRIM	BODY TYPE Dump	COLOR White	LIC NO		
VIN	IF MANUFACTURER WARRANTY APPLICABLE TIME IS MEASURED FROM 20								
DATE OF DELIVERY	DISTANCE TRAVELLED	KMS	OR DELIVERY DATE ODOMETER READING WILL NOT EXCEED	KMS MAXIMUM (KILOMETRES)					

BASIC VEHICLE AND OPTIONS		PURCHASE PRICE AND PAYMENT	
BASIC VEHICLE PRICE (MSRP)	318,925.00	TOTAL SALE PRICE	318,925.00
OPTIONAL EXTRAS (MSRP)		TIRE TAX	175.80
Included in the price of the truck is a		FREIGHT	
Bibeau BFL-S 20' 6" Dump Box bearing serial #		FEDERAL AIR CONDITIONER TAX	100.00
B-34877-1 Installed complete by Gln-Cor		ADMINISTRATION FEE	210.00
Industries Inc.		OMVIC FEE	
		PRODUCT NAME AND DESCRIPTION	WARRANTY PERIOD
		Paccar EW: MX Premium EPA21	72 320,000
		Series Engine	
TOTAL BASIC VEHICLE AND OPTIONAL EXTRAS PRICE (TOTAL MSRP)	318,925.00	Paccar Ew: Aftertreatment Use/W	72 320,000
TOTAL	318,925.00	Premium EPA21 Series Engine	
PRE-DELIVERY EXPENSE			
TOTAL SALE PRICE	318,925.00		

Commissioners: The dealership receives a fee from the institution that is providing my financing, Inc.
Financing Information: I confirm that the financial institution providing financing for the purchase of this vehicle has provided me with the initial disclosure statement regarding financial information as required under the Consumer Protection Act, 2002.
I have received the Vehicle Information form required under the Motor Vehicle Dealers Act, 2002.
Init.
Service Plan: This vehicle was sold with a Service Plan. ☐ Yes ☐ No

TRADE-IN DESCRIPTION AND LIEN DISCLOSURE		TOTAL VEHICLE PRICE	
VIN		TOTAL VEHICLE PRICE	324,548.80
<input type="checkbox"/> DAILY RENTAL <input type="checkbox"/> POLICE/EMERGENCY VEHICLE <input type="checkbox"/> TAXI/LIMO/SINE		TRADE-IN ALLOWANCE	
YEAR MAKE BODY TYPE TRIM MODEL		H.S.T. ON TOTAL VEHICLE PRICE	
COLOR H.S.T. REGISTRANT NO VEHICLE TO BE TRADED IN ON H.S.T. ON TRADE IN		LESS TRADE-IN ALLOWANCE	
DISTANCE TRAVELLED <input type="checkbox"/> KM <input type="checkbox"/> MI LIENHOLDER			
ART OF OUTSTANDING LIENS			
PRIVACY STATEMENT: I understand that you and your service providers, affiliates and business partners collect, use and retain my personal information that I disclose to you for the purpose of (a) providing motor vehicle products and related services that I have requested; (b) providing me with related information and services including financing, credit reporting, financing, servicing, warranty, insurance, safety and other products and services that you believe may be of interest to me; and (c) compiling aggregated or statistical data in which I will not be personally identifiable. I may notify you in writing at any time if I no longer consent to any of these uses, and to update or correct my personal information.			
		LICENCE FEE <input type="checkbox"/> TRANSFER NEW PLATES <input type="checkbox"/> CITY OF TORONTO PVT \$60	
		FUEL (INCLUDES H.S.T.)	
		PAYOUT ON LIENS AGAINST TRADE-IN	
		H.S.T. REGISTRANT NO. ()	42,191.34
		FUEL TAX CONSERVATION REBATE	
		TOTAL PURCHASE PRICE	366,740.14
		DEPOSIT <input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> DEBIT	

SHIP TO:	
----------	--

FINANCING TERMS		AMOUNT FINANCED (SUBJECT TO LENDER'S APPROVAL)	
PRINCIPAL AMOUNT		AMOUNT DUE ON DELIVERY	366,740.14
LIFE INSURANCE (IF REQUESTED)		ACCEPTANCE OF TERMS	
ACCIDENT AND HEALTH INSURANCE (IF REQUESTED)		Sales Final. Please review the entire contract, including all attached statements, before signing. This contract is final and binding once I have signed it unless the motor vehicle dealer has failed to comply with certain legal obligations. No other promises or terms have been made to me that are not part of this contract.	
P.S.T. ON TOTAL INSURANCE		X PURCHASER'S SIGNATURE X CO-SIGNER (IF ANY)	
CONTRACT REGISTRATION FEE		Mark Lea SALES	
TOTAL TO BE FINANCED (SUBJECT TO LENDER'S APPROVAL)		SIGNATURE OF DEALER'S AUTHORIZED REPRESENTATIVE	
INTEREST RATE OF % PER ANNUM FINANCE COST FOR TERM		REQ NO 5632641	
TIME BALANCE (TOTAL TO BE FINANCED PLUS FINANCE COST)		SALES PERSON'S SIGNATURE	
VALUE OF INCENTIVE AVAILABLE ONLY FOR CASH CUSTOMERS		REQ NO 5632641	
SERVICE FEE NOT PAYABLE BY CASH CUSTOMERS			
A.P.R. % COST OF BORROWING (TOTAL COST OF CREDIT)			
PAYMENT AMOUNT TERM (NO OF PAYMENTS) AMORTIZATION WITH ONE FINAL PAYMENT OF PAYMENT START DATE			

VEHICLE PURCHASE TERMS

THE FOLLOWING TERMS HAVE BEEN APPROVED BY THE ONTARIO AUTOMOBILE DEALER ASSOCIATION AND THE TORONTO AUTOMOBILE DEALERS ASSOCIATION FOR USE IN THE PROVINCE OF ONTARIO.

In this Vehicle Purchase Agreement references to "I", "me" and "my" are to the purchaser of the Vehicle and references to "you" and "your" are to the dealership.

ADDITIONAL TERMS

1. **Distance Travelled.** You represent to me that to the best of your knowledge the distance travelled by the Vehicle as shown on the other side of this page will be the odometer reading on the day the Vehicle is delivered to me and in case of a Trade-In, I represent to you that to the best of my knowledge the distance travelled by the Trade-In is as shown on the other side of this page.
2. **Original Pollution Equipment.** You and I will ensure in the case of a Trade-In, that all the original pollution control equipment on the Trade-In certified under the Motor Vehicle Safety Act of Canada is intact and operational at the time of delivery.
3. **Trade-Ins.** I will transfer the Trade-In to you at the time that you deliver the Vehicle to me, or at such earlier time as we may agree to, free and clear of all liens (other than the liens which I have disclosed to you on the other side of this page). At the time of transfer, the Trade-In will be equipped and in the same condition, except for reasonable wear and tear, as it is on the date of this Agreement. If you determine that the Trade-In is not in the same condition, I may pay you for all necessary repairs or agree to reduce the Trade-In Allowance by the cost of the repairs. If we are unable to make arrangements which are satisfactory to both of us for the payment of any necessary repairs, this Agreement will be cancelled and you will be entitled to deduct your damages from my Deposit. If I transfer the Trade-In to you prior to the Vehicle being delivered to me, the Trade-In will form part of my Deposit.
4. **Manufacturer's Suggested Retail Price (MSRP).** The Basic Vehicle Price and the prices of the Optional Extras are the MSRP. If the Vehicle is being ordered by you from the manufacturer and there is any increase in the MSRP after the date of this Agreement, the increases will be added to the Total Basic Vehicle and Optional Extras Price. If I refuse to pay the increase in the Amount Due on Delivery, you will have the right to waive the increase or to cancel this Agreement and return my Deposit.
5. **Payment of Additional and Increased Taxes.** If any federal or provincial taxes relating to the Vehicle or my purchase of the Vehicle under this Agreement are increased after the date of this Agreement and prior to my taking delivery of the Vehicle, I will pay you the amount of the increased taxes at the time of delivery.
6. **Administration Fee.** Administration Fee covers but is not limited to the costs incurred by you to register the Vehicle and warranty with the manufacturer; prepare and execute all transactions and all documentation to validate and register life, accident and health insurance, extended warranties, anti-vehicle theft programs, corrosion protection products and related programs and all other vehicle protection products and warranties; to check for liens, accident damage, and vehicle history; for appraisal of my trade-in; for the costs of dealer trades and costs of all office materials utilized to complete this transaction.
7. **Ownership Transfers Only Upon Payment in Full.** I agree that I will not become the owner of the Vehicle or have any other interest whatsoever in the Vehicle until I have paid the Amount Due on Delivery in full (including the amount of any increases resulting from increased taxes or changes in the manufacturer's suggested retail prices). I will pay you by certified cheque unless we otherwise agree.
8. **Date of Delivery:** is the day you will deliver the Vehicle to me. If the Vehicle is to be ordered from the manufacturer and you are unable to deliver the Vehicle to me within 90 days of the date of this Agreement, you will notify me in writing of the reason for the delay and thereafter either one of us may terminate this Agreement by giving written notice of the termination to the other person. Unless we agree in writing to a New Revised Delivery Date, this Agreement will be terminated automatically at the end of the 5 day period following my receipt of your notice of the delay. If you are unable to deliver the Vehicle to me by the new Revised Delivery Date, this Agreement will be terminated automatically. If this Agreement is terminated for any of the above reasons, you will return my Deposit and neither one of us will have any further obligations under this Agreement.
9. **Failure to Accept Delivery or to Pay.** If I fail to accept delivery of the Vehicle within 7 days of you notifying me by registered mail that the Vehicle is available for delivery, or if I fail to pay you the full Amount Due on Delivery, you will be entitled, in addition to any other rights or remedies you may have, to cancel this Agreement and to deduct the amount of your damages from my Deposit.
10. **Explanation of Damages.** If you keep any part of my Deposit you will provide me with a written calculation and brief explanation of your damages.
11. **Dealing with Trade-Ins as Deposits.** If my Deposit includes a Trade-In, you may sell it and upon the completion of the sale my Deposit will be increased by the amount of the Trade-In Allowance, less any amounts paid by you to reduce any outstanding liens. If I am entitled to the return of my Deposit and you have not sold the Trade-In, you will transfer the Trade-In back to me and I will pay you for the Safety Standards Certificate and all other costs associated with transferring the Trade-In back into my name, all repairs and improvements which you may have made to the Trade-In and for all payments which you may have made to reduce any outstanding liens.

Important Information Respecting Motor Vehicle Sales

Ontario Motor Vehicle Industry Council

In case of any concerns with this sale, you should first contact your motor vehicle dealer. If concerns persist, you may contact the Ontario Motor Vehicle Industry Council as the administrative authority designated for administering the *Motor Vehicle Dealers Act, 2002*.

You may be eligible for compensation from the Motor Vehicle Dealers Compensation Fund if you suffer a financial loss from this trade and if your dealer is unable or unwilling to make good on the loss.

You may have additional rights at law.

Telephone: 416-226-4500 or 1-800-943-6002 EXT: 22645



Ontario Motor
Vehicle Industry
Council

Conseil ontarien
de commerce des
véhicules automobiles

Web Site: www.omvic.on.ca

Canadian Motor Vehicle Arbitration Plan

The Canadian Motor Vehicle Arbitration Plan may be available to resolve disputes concerning alleged manufacturer's defects or implementation of the manufacturer's new motor vehicle warranty.

Canadian Motor Vehicle Arbitration Plan Not Available.

The manufacturer of this vehicle is not a participant in the Canadian Motor Vehicle Arbitration Plan. Therefore, the program under that Plan is not available to resolve disputes concerning alleged manufacturer's defects or implementation of the manufacturer's new motor vehicle warranty. ☐

CAMVAP is only available if the model year of the motor vehicle is the current model year or one of the four preceding years and the vehicle has been driven less than 160,000 kms.

Tel: 1-800-207-0685

Web: www.camvap.ca

VEHICLE SOLD "AS-IS" The motor vehicle sold under this contract is being sold "as-is" and is not represented as being in road worthy condition, mechanically sound maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition. INIT. _____ DATE: _____

SAFETY STANDARDS CERTIFICATE A safety certificate is only an indication that the motor vehicle met certain basic standards of vehicle safety on the date of inspection.



The Corporation of the City of Temiskaming Shores

Resolution of Council

August 8, 2023

Memo No. 018-2023-PW – Kenworth Triaxle Discussion

Resolution No. 2023-255

Moved by: Councillor Wilson
Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2023-PW; and

The Council hereby delegates authority to the Manager of Transportation Services to purchase one (1) new Triaxle Dump Truck within the guidelines of the Canoe Procurement program and the group purchasing instructions within the City of Temiskaming Shores Procurement Policy (2017-015). The purchase cost shall be within the approved budget limit of \$338,500 including the non-refundable tax.

Carried

Certified True Copy
City of Temiskaming Shores

Kelly Conlin
Municipal Clerk

The Corporation of the City of Temiskaming Shores
By-law No. 2024-000

**Being a by-law to enter into an agreement with Macnab Transit Sales Corp.
for the purchase of a used Coach Transit Shuttle Bus**

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 adopted Resolution No. 2024-070 at the Regular Council meeting on February 20, 2023, delegating authority to the Manager of Transportation Services to purchase a used Transit Bus, with a total upset limit of \$150,000 plus applicable taxes; and

Whereas Council considered Memo No. 009-2024-PW at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to confirm the agreement with Macnab Transit Sales Corp. for the purchase of a used 2019 Elkhart Coach Transit Shuttle Bus, in the amount of \$149,320 plus applicable taxes, for consideration at the March 19, 2024 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 purchase agreement with Macnab Transit Sales Corp. for the purchase of one used 2019 Elkhart Coach Transit Shuttle Bus, in the amount of \$149,320 plus applicable taxes, 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 19th day of March, 2024.

Mayor

Clerk

DRAFT



Schedule “A” to

By-law No. 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

And

Macnab Transit Sales Corp.

For the purchase of one (1) used Coach Transit Shuttle Bus

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: March 5, 2024
Subject: Environmental Department Update
Attachments: N/A

Mayor and Council:

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

Water and Sanitary Operations

Along with Winter Operations, staff continue to repair/maintain both the water and sanitary systems within the City and address issues as they arise. As of February 27, 2024, there have been a total of 16 water repairs completed with 1 water service repair and 1 sewer service repair pending.

Blue Box Transition

Circular Material Ontario recently released a request for proposal (RFP) to provide blue box material collection services within the Temiskaming District catchment area. This RFP closes on March 20, 2024, with the announcement of award anticipated to be in Q2. Staff are currently reaching out to potential proponents to discuss the potential sale of the City's recycling carts.

Staff will reach out to the company awarded the collection services, to discuss collection/costs for Industrial, Commercial and Institutional (ICI) establishments, and collection scheduling to ensure a smooth transition. Once all information is received, staff will report to Council with recommendation on how to move forward with the ICI establishments.

Capital Projects

- **ICI Water Meter Program (Carryover)** – Some arrangements have been made with the property owners and local plumbers to install the remaining meters. Training continues with staff related to the implementation of the billing software.
- **Robert/Elm Pumping Station – Overflow Installation (Carryover)** – The overflow pump has been installed. The remaining items include connection to the pumping station and commissioning. Due to the freezing temperatures, it was decided by staff and the City's consultant to postpone the commissioning until the Spring of 2024 prior to freshet.

- **Haileybury Landfill Closing Activities** – Staff released a Request for Proposal to secure the services for the required capping of the Haileybury Landfill. This RFP closes on March 15, 2024.

Staff continue to procure goods and services associated with the 2024 Environmental and Solid Waste Capital Projects that were approved by Council.

Prepared by:

“Original signed by”

Steve Burnett
Manager of Environmental Services

Subject: Annual Water Reports

Report No.:

PW-006-2024

Agenda Date:

March 5, 2024

Attachments

Appendix 01: New Liskeard Annual Water Report 2023

Appendix 02: Haileybury Annual Water Report 2023

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2024, more specifically Appendices 01 and 02 being the 2023 Annual Reports for the water systems within the municipality in accordance with Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act; and
2. That Council hereby directs staff to notify the public of the availability of the 2023 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.); and posted on the municipal website.

Background

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

Analysis

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

Once the reports are acknowledged by Council, a copy of these reports will be included in the Water System Binders located at the municipal office at 325 Farr Drive and must be available for inspection by any member of the public during normal business hours without charge in accordance with Section 12 (4) of the Safe Drinking Water Act. Also, it

is recommended that public distribution of the documents be provided through the City's website and that a notice of their availability be placed in the local newspaper (community bulletin) and the City's Facebook page.

Relevant Policy / Legislation / City By-Law

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

Financial / Staffing Implications

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

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager



2023 Annual/Summary Report for the New Liskeard Drinking Water System

PREPARED BY

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

Date: February 15, 2024
Rev: 0

Revision History

Rev. No.	Date	Prepared by:	Approved by:	Description
0	February 15, 2024	I. Bruneau, PCT	C. Mongrain, Operations Supervisor/ORO	Revision 0 issued

Table of Contents

Background.....	4
Section 11 – Annual Report.....	5
1. Introduction	5
2. Description of the New Liskeard Drinking Water System	6
3. List of Water Treatment Chemicals Used	9
4. Significant Expense Incurred in 2023.....	9
5. Details of Notices Reported & Submitted to the Spills Action Center	9
6. Microbiological Testing.....	10
7. Operational Testing.....	10
8. Chemical Testing	11
<i>Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in</i> <i>Schedule 2 of Ontario Drinking Water Quality Standards</i>	<i>15</i>
9. Additional Testing Performed in Accordance with a Legal Instrument.....	16
Schedule 22 – Summary Reports for Municipalities	18
10. Requirements the System Failed to Meet	18
11. Summary of Quantities and Flow Rates.....	18
11.1 Flow Monitoring.....	18
11.2 Rated Capacity & Flow Rates	18
11.3 System Performance.....	23
Conclusion	23

List of Tables

Table 1: Summary of Microbiological Results.....	10
Table 2: Summary of Raw Water Turbidity Results	10
Table 3: Continuous Monitoring in the Treatment Process	11
Table 4: Summary of Chlorine Residuals in the Distribution System	11
Table 5: Summary of Nitrate & Nitrite Data from the Water Treatment Plant	11
Table 6: Summary of Total Trihalomethane Results from the Distribution System	12
Table 7: Summary of Total Haloacetic Acid Results from the Distribution System.....	12
Table 8: Summary of Lead Results under Schedule 15.1 (from the distribution system)	12
Table 9: Most Recent Schedule 23 Inorganic Results from the Water Treatment Plant	13

Table 10: Most Recent Schedule 24 Organic Results from the Water Treatment Plant.....	13
Table 11: Most Recent Sodium Data (from the Water Treatment Plant)	15
Table 12: Most Recent Fluoride Data Sampled at the Water Treatment Plant	15
Table 13: Summary of UV Dosage	17
Table 14: 2023 – Monthly Summary of Water Takings from the Source (Well No. 3).....	20
Table 15: 2023 – Monthly Summary of Water Takings from the Source (Well No. 4).....	20
Table 16: 2023 – Monthly Summary of Combined Water Takings from the Source (Well No. 3 & 4)	21
Table 17: 2023 – Monthly Summary of Treated Water Supplied to the Distribution System	21
Table 18: 2023 – Historical Maximum Flows (2018 to 2023)	22

List of Figures

Figure 1: Daily Volumes of Treated Water into the Distribution System.	22
---	----

Appendices

Appendix A: Summary of Adverse Water Quality Incidents (AWQIs)

Appendix B: Monthly Summary of Microbiological Test Results

Appendix C: Monthly Summary of Operational Test Results

Background

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

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

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

This Annual Report must be completed by February 28 of each year.

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

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

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

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

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

The two reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2023 Annual/Summary Report.

Section 11 – Annual Report

1. Introduction

Drinking-Water System Name	New Liskeard Drinking Water System
Drinking-Water System Number	220000344
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores
Drinking-Water System Category	Large Municipal, Residential System
Municipal Drinking Water Licence No.	218-103-3 (issued July 23, 2021)
Drinking Water Work Permit No.	218-203-4 (issued July 23, 2021)
Permit to Take Water No.	4417-AF2JAM (issued November 2, 2016)
Reporting Period	January 1, 2023 to December 31, 2023

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

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

Yes at: <http://www.temiskamingshores.ca/en/index.asp>

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

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

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

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

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

The Ontario Clean Water Agency prepared the 2023 Annual/Summary Report for the New Liskeard Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores.

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

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

2. Description of the New Liskeard Drinking Water System

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

Raw Water Supply

The New Liskeard water treatment plant, located at 301 McCamus Avenue and is supplied by two main production wells; Well 3 and Well 4. Well No. 3 was originally constructed on December 2, 1950. It is a 54.9 m deep drilled well equipped with a magnetic flow meter and a vertical turbine pump rated at 2700 L/min. It consists of a 660 mm diameter outer casing and 406 mm inner steel casing with a 7.6 m long stainless steel (shutter style) screen. The well is housed in a secure building located directly across from the water plant.

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

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

Water Treatment

The production wells feed the main water treatment plant that has a maximum rated capacity of 7865 cubic meters per day (m³/d).

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

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

Water Storage

The clearwells are located directly below the water treatment plant and have a total storage capacity of 271 m³ (clearwell No. 1: 126 m³; clearwell No. 2: 145 m³). The baffles in the clearwell help to ensure sufficient chlorine contact time (CT). The free chlorine residual, pH, temperature, level and flow are continuously monitored to ensure adequate primary disinfection before the water enters the distribution system. The two clearwells are connected via an isolation valve to enable either clearwell to be drained for maintenance without compromising a continuous supply of water to users.

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

The Shepherdson Road Reservoir is located at 150 Shepherdson Road in New Liskeard and has a storage capacity of 1818 m³. Three vertical turbine pumps, all equipped with variable frequency drives (VFDs), supply water to pressure zones 2 and 3 in the system. A secondary disinfection system is in place at the reservoir using sodium hypochlorite to boost the chlorine levels leaving the reservoir if required.

The Dymond Reservoir is located at 286 Raymond Street and has a capacity of 1395 m³. The reservoir is a single story building with an underground clearwell consisting of four interconnected baffled cells. A second building houses a sodium hypochlorite feed system, if boosting is required and four vertical turbine pumps (equipped with VFDs) two rated at 70 L/s and two rated at 28.1 L/s.

Control System

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

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

Emergency Power

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

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

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

Distribution System

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

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

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

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

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

3. List of Water Treatment Chemicals Used

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

All treatment chemicals meet AWWA and NSF/ANSI standards.

4. Significant Expense Incurred in 2023

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

Significant expenses incurred in the drinking water system include the following:

- PLC/SCADA upgrade to tie in pH and temperature
- Purchased and replaced chlorinator solenoids,
- New Liskeard Reservoir lightning strike - repair PLC and instrumentation damaged by the strike (HMI, PLC, UPS, signal isolators, VFD cards, 2 pressure transmitters, radio communications, intrusion alarm, security camera, level indicator for hypochlorite tank, level indicator for reservoir, flow meter output card, 24 volt power supply, grounding of the radio tower)
- Replaced Well Pump No. 4 after it failed,
- Water treatment chemicals,
- Purchased spare chlorinator,
- Replaced chlorine cylinder bottle mount,
- Dymond Reservoir - replaced faulty photcell on the chlorine analyzer,
- Purchased air regulators,
- Replaced several valves in the distribution system,
- Quality and Environmental Management System (QEMS) external surveillance audit conducted by SAI Global.

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

Based on information kept on record by OCWA, thirteen (13) adverse water quality incidents (AWQIs) were reported to the Ministry's Spills Action Centre in 2023.

- Eleven (11) AWQIs occurred during Category 2 watermain breaks or planned repairs.
- Two (2) AWQIs had adverse total coliforms results.

Refer to *Appendix A* for a summary of AWQIs.

6. Microbiological Testing

Table 1: Summary of Microbiological Results

Sample Type	# of Samples	Range of <i>E.coli</i> Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw – Well 3	52	0 to 0	0 to 1	N/A	N/A
Raw – Well 4	47*	0 to 0	0 to 4	N/A	N/A
Treated	52	0 to 0	0 to 0	52	< 10 to 50
Distribution	208	0 to 0	0 to 1**	104	< 10 to 220

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

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

Notes:

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

* Well No. 4 was removed from service on October 9th at 1141 AM when the well pump failed. The pump was replaced and the well was put back into service on November 27th at 1005 AM.

** One (1) total coliform was detected in a distribution sample collected at 883275 Hwy 65# (Ebert's Welding Limited) in the New Liskeard distribution system. The sample was collected on July 10, 2023 at 9:29 AM. Free chlorine residual = 1.27 mg/L

Refer to *Appendix B* for a monthly summary of the above microbiological data.

7. Operational Testing

Table 2: Summary of Raw Water Turbidity Results

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure
Turbidity – Well 3	48	0.15 to 6.33	NTU
Turbidity – Well 4	43	0.30 to 3.80	NTU

Notes:

Turbidity samples are required once every month.

Table 3: Continuous Monitoring in the Treatment Process

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	8760	0.60 to 3.81	NTU	CT ^{Note 2}

Notes:

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

Table 4: Summary of Chlorine Residuals in the Distribution System

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	368	0.32 to 1.70	mg/L	≥ 0.05

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

Refer to *Appendix C* for a monthly summary of the above operational data.

8. Chemical Testing

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

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 9	< 0.1	< 0.01	mg/L	No
April 11	< 0.1	< 0.01	mg/L	No
July 10	< 0.1	< 0.01	mg/L	No
October 16	< 0.1	< 0.01	mg/L	No

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

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

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 9	44.0	ug/L	Q1 = 39.6	No
April 11	41.8	ug/L	Q2 = 40.0	No
July 10	38.0	ug/L	Q3 = 39.7	No
October 16	55.2	ug/L	Q4 = 44.8	No

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

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

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 9	36	ug/L	Q1 = 35.5	No
April 11	31	ug/L	Q2 = 38.5	No
July 10	25	ug/L	Q3 = 35.3	No
October 16	39	ug/L	Q4 = 32.8	No

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

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

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 7	3	7.41 to 7.44	5.5 to 6.3	233 to 237	N/A
September 13	3	7.43 to 7.49	12.2 to 13.1	208 to 227	N/A

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

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

Lead testing was not required this reporting period, but was done in 2021. The results were <0.1, <0.1 and 0.1 ug/L sampled on March 8th and <0.1, <0.1 and <0.1 ug/L sampled on September 22nd. Next lead sampling is scheduled for 2024.

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

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

Note: Sample required every 12 months (sample date = October 16, 2023)

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

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.308	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.308	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.0971	ug/L	5	No	No
Carbaryl	< 3	ug/L	90	No	No
Carbofuran	< 4	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.231	ug/L	90	No	No
Diazinon	< 0.231	ug/L	20	No	No
Dicamba	< 0.085	ug/L	120	No	No

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
1,2-Dichlorobenzene	< 0.2	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.2	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1	ug/L	50	No	No
2,4-Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.364	ug/L	100	No	No
Diclofop-methyl	< 0.121	ug/L	9	No	No
Dimethoate	< 0.231	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 10	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No
Malathion	< 0.231	ug/L	190	No	No
Metolachlor	< 0.154	ug/L	50	No	No
Metribuzin	< 0.154	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	1.3	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.08	ug/L	3	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.154	ug/L	2	No	No
Picloram	< 0.085	ug/L	190	No	No
Prometryne	< 0.077	ug/L	1	No	No
Simazine	< 0.231	ug/L	10	No	No
Terbufos	< 0.154	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
2,3,4,6-Tetrachlorophenol	< 0.3	ug/L	100	No	No
Triallate	< 0.154	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA)	< 6.07	ug/L	100	No	No
Trifluralin	< 0.154	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

Note: Sample required every 12 months (sample date = October 16, 2023)

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

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

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

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

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

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

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

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

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

9. Additional Testing Performed in Accordance with a Legal Instrument

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

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

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

In exchange, the following conditions apply:

- An ultraviolet light (UV) point of entry treatment unit owned or leased by the owner of the system is connected to the plumbing of every building and other structure that is served by the drinking water system at 399 Radley Hill Road.
- The UV unit(s) is validated through biodosimetry testing for a dose of 40 mJ/cm².
- In the event that the UV unit malfunctions, loses power or ceases to provide the appropriate level of disinfection:
 - The UV unit has a feature that ensures that no water is directed to users of water treated by the unit and a certified operator takes appropriate action at the location where the unit is installed if such an event occurs before water is again directed to users of water treated by the unit, or
 - The UV unit has a feature that causes an alarm to sound immediately at the building or structure where the point of entry treatment unit is installed and a location where a certified operator is present, if a certified operator is not always present at the building or structure where the point of entry treatment unit is installed. If an alarm sounds, a certified operator must take appropriate action as soon as possible.

Table 13: Summary of UV Dosage

UV System	# of Samples	Range of Results <i>(min to max)</i>	Unit of Measure	Standard
UV Unit	78	79.6 to 315	mJ/cm ²	40

Schedule 22 – Summary Reports for Municipalities

10. Requirements the System Failed to Meet

According to information kept on record by OCWA for the reporting period, the New Liskeard Drinking Water System has complied with all the requirements set out in the system's Municipal Drinking Water License (MDWL), its Drinking Water Works Permit (DWWP), the Act and its Regulations.

Thirteen (13) adverse water quality incidents were reported to the Ministry's Spills Action Center during the reporting period. Refer to *Section 5 - Details of Notices Reported & Submitted to the Spills Action Center* on page 9 of this report for details.

11. Summary of Quantities and Flow Rates

11.1 Flow Monitoring

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

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

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

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

11.2 Rated Capacity & Flow Rates

The system's Permit to take Water (PTTW) No. 4417-AF2JAM allows the plant to withdraw a maximum volume of 4000 cubic meters from each wells each day and a total combined volume of 8000 cubic meters each day. A review of the raw water flow data indicates that the system did not exceed these allowable limits:

A review of the raw water flow data indicates that the total daily volume of water taken from each well never exceeded the allowable limits. The maximum water taking from Well No. 3 was 3433 m³, the maximum taking from Well No. 4 was 2811 m³ and the combined maximum was 5296 m³.

The Permit also allows a maximum flow rate of 4500 L/minute from each well. Well No. 3 and Well No. 4 operated within their allowable flow rates having a maximum flow rate of 4082 and 3785 L/minute respectively.

It is important to note that Well No. 4 was removed from service on October 9th at 1141 AM when the well pump failed. The pump was replaced and the well was put back into service on November 27th at 1005 AM.

Condition 1.0 (1.1) to Schedule C of MDWL No. 218-103 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system not exceed a maximum flow of 7865 m³ on any calendar day. The New Liskeard DWS complied with this limit having a recorded maximum volume of 5073 m³/day, which is 65 % of the rated capacity.

The following tables (Table 14, Table 15, Table 16 and Table 17) indicate the quantities and flow rates of water taken and produced during the reporting period, including monthly average flows, maximum daily flows and total monthly volumes. A comparison of the water data is made to the rated capacity and flow rates specified in the system's Permit to Take Water and the Municipal Drinking Water License.

Figure 1 is a comparison of the rate specified in the system's Municipal Drinking Water Licence to the average and maximum flows entering the treatment system.

Table 18 lists historical maximum raw and treated flows from 2018 to 2023.

Table 14: 2023 – Monthly Summary of Water Takings from the Source (Well No. 3)

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

Well No. 3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m ³)	37833	34904	35318	36705	49898	60549	51795	52450	49731	83463	89582	51951	634180
Average Volume (m ³ /d)	1220	1247	1139	1224	1610	2018	1671	1692	1658	2692	2986	1676	1736
Maximum Volume (m ³ /d)	2437	2472	1444	1635	2783	2974	2794	2797	2206	3274	3433	2811	3433
PTTW - Maximum Allowable Volume (m ³ /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	4082	3910	3885	3790	3360	3746	3359	3830	3269	3277	3259	3672	4082
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

Table 15: 2023 – Monthly Summary of Water Takings from the Source (Well No. 4)

Well No. 4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m ³)	36810	41854	46709	49421	54883	57495	56764	57418	53585	15193	6225	53082	529440
Average Volume (m ³ /d)	1187	1495	1507	1647	1770	1917	1831	1852	1786	490	208	1712	1450
Maximum Volume (m ³ /d)	1602	1883	1903	2131	2242	2613	2395	2594	2231	2162	2159	2811	2811
PTTW - Maximum Allowable Volume (m ³ /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	2585	2553	2514	2518	2526	2488	2449	2416	2291	2142	3785	2875	3785
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

Well 4 was taken out of service on October 9th when the well pump failed. The pump was replaced and the well was put back into service on November 27th.

Table 16: 2023 – Monthly Summary of Combined Water Takings from the Source (Well No. 3 & 4)

Combined (Well 3 & 4)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
<i>Total Volume (m³)</i>	74643	76758	82027	86126	104781	118044	108559	109868	103316	98656	95807	105033	1163619
<i>Average Volume (m³/d)</i>	2408	2741	2646	2871	3380	3935	3502	3544	3444	3182	3194	3388	3186
<i>Maximum Volume (m³/d)</i>	2663	4268	2843	3265	4612	4971	5189	5296	3861	3867	3433	4495	5296
<i>PTTW - Maximum Allowable Flow Rate (L/min)</i>	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000

Table 17: 2023 – Monthly Summary of Treated Water Supplied to the Distribution System

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

Treatment Plant	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
<i>Total Volume (m³)</i>	69807	72225	76891	81085	98903	112180	102610	103888	97649	95327	92903	99347	1102814
<i>Average Volume (m³/d)</i>	2252	2579	2480	2703	3190	3739	3310	3351	3255	3075	3097	3205	3020
<i>Maximum Volume (m³/d)</i>	2440	4103	2669	3073	4426	4762	4967	5073	3696	3695	3397	4333	5073
<i>MDWL - Rated Capacity (m³/day)</i>	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865

Table 18: 2023 – Historical Maximum Flows (2018 to 2023)

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

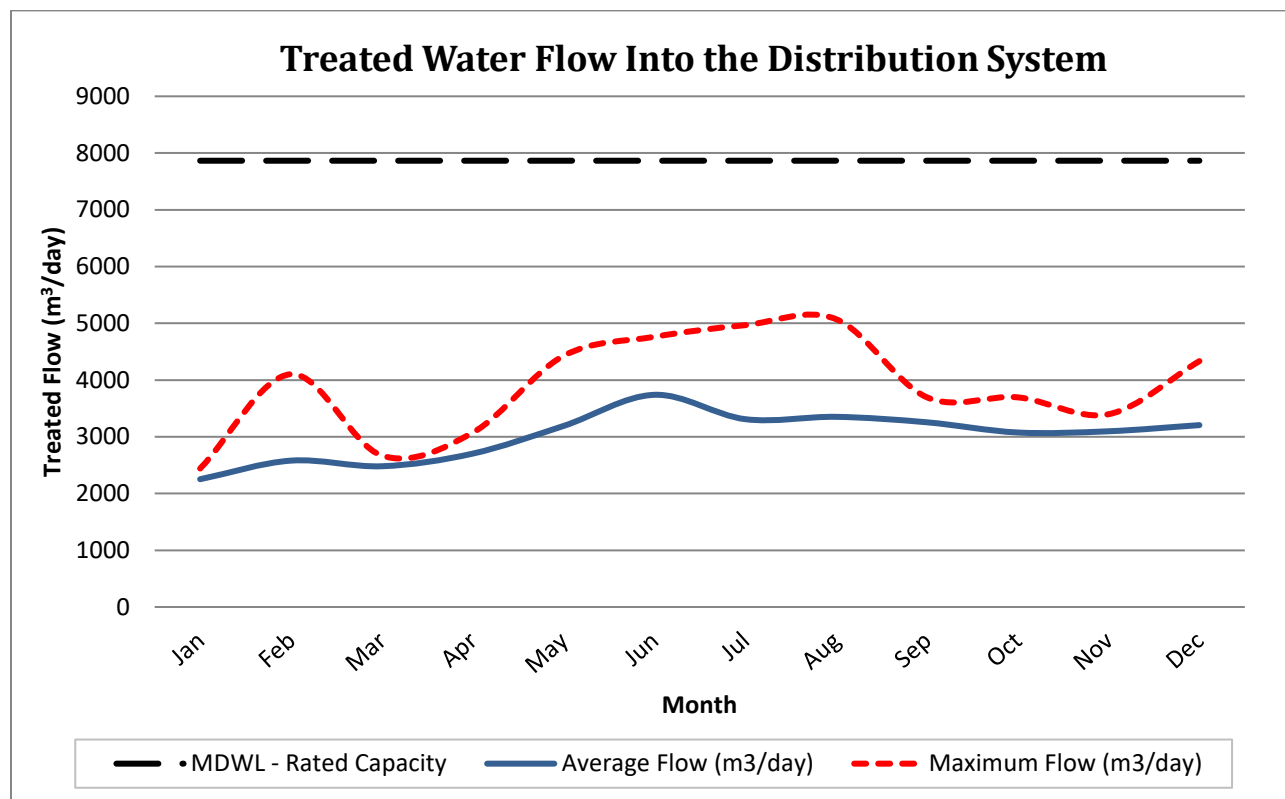


Figure 1: Comparison of Treated Flows to the Maximum Rated Capacity

11.3 System Performance

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

Rated Capacity of the Plant (MDWL)	7865 m ³ /day	
Average Daily Flow for 2023	3020 m ³ /day	38 % of the rated capacity
Maximum Daily Flow for 2023	5073 m ³ /day	65 % of the rated capacity
Total Treated Water Produced in 2023	1,102,814 m ³	

Conclusion

The water quality data collected in 2023 demonstrates that the New Liskeard drinking water system provided high quality drinking water to its users.

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

The system complied with all regulatory requirements of the Safe Drinking Water Act and its Regulations and met the terms and conditions outlined in its Municipal Drinking Water License and Drinking Water Works Permit.

All Adverse Water Quality Incidents were reported to the Ministry's Spills Action Center and the corrective actions were completed as required and resolved as soon as possible.

APPENDIX A

Summary of Adverse Water Quality Incidents (AWQIs)

New Liskeard DWS

Notices Reported & Submitted to the Spills Action Center

Incident #1: Category 2 - Emergency Watermain Repair / Loss of Pressure / BWA

AWQI No.	1-31Y0TY
Date	February 26, 2023
Details	<p>Watermain break at 141 Dymond Street. Replaced 12' of a 4 inch service line to the New Liskeard Public School.</p> <p>A precautionary boil water advisory (BWA) was issued by the local Health Unit for the East wing of the school. The school bagged the affected fountains and notified students and staff about the BWA during a morning announcement.</p>
Corrective Actions	<p>Repair parts were disinfected as required. After the repair was complete, the pressure was restored and the area was flushed until an acceptable free chlorine residual was achieved (1.18 mg/L).</p> <p>Two sets of 2 bacteriological samples were collected 24 hours apart (upstream and at the site of the break) on February 26th and 27th. All results were acceptable having no total coliforms and <i>E.coli</i>. The Health Unit lifted the BWA on March 1st at approximately 12:15 PM.</p>

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

AWQI No.	162028
Date	May 30, 2023
Details	<p>A valve replacement on Armstrong Street North. A defective 10 inch valve was replaced resulting in a loss of pressure to approximately 10 apartments and 25 businesses.</p> <p>The local Health Unit issued a BWA to the affected businesses and residences.</p>
Corrective Actions	<p>Valves and repair parts were disinfected as required and the pressure was restored. The area was flushed until an acceptable free chlorine residual was achieved (1.21 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected (upstream, downstream and at the site of the break) on May 31st and June</p>

New Liskeard DWS

Notices Reported & Submitted to the Spills Action Center

1st. Sample results indicated no total coliforms or *E.coli*. The BWA was lifted on June 5th at approximately 2:00 PM.

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

AWQI No.	162244
Date	June 20, 2023
Details	<p>A watermain main break in front of 183 Caroline Court in Dymond resulted in a loss of pressure to approximately 30 homes.</p> <p>The local Health Unit issued a precautionary BWA for the affected homes.</p>
Corrective Actions	<p>After a section of the main, a corporation stop and service line were replaced, the pressure was restored and the area was flushed until an acceptable free chlorine residual was achieved (0.94 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the break) on June 20th and June 21st. Sample results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on June 23rd at approximately 12:00 PM</p>

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

AWQI No.	162511
Date	July 10, 2023
Details	<p>While changing a service to the high school (Timiskaming District Secondary School) it was discovered that the 6 inch main water line into the school was leaking. A new T and valve were installed.</p> <p>This resulted in a loss of pressure and the issuance of a precautionary BWA by the local Health Unit to approximately 30 residences, the school and two businesses on Niven Street between Whitewood Avenue and Dymond Avenue as well as a portion of Pinewoods Center.</p>

New Liskeard DWS

Notices Reported & Submitted to the Spills Action Center

Corrective Actions	<p>After the repair was complete, the pressure was restored and the area was flushed until an acceptable free chlorine residual was achieved (FCR = 1.12 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the break) on July 11th and 12th. Sample results indicated zero total coliforms or <i>E.coli</i>. The BWA was lifted on July 14th at approximately 1:05 PM</p>
---------------------------	---

Incident #5: Total Coliform

SAC Event No.	162538
Date	July 12, 2023
Details	One (1) total coliform was detected in a distribution sample collected at 883275 Hwy 65# (Ebert's Welding Limited) in the New Liskeard distribution system. The sample was collected on July 10, 2023 at 9:29 AM. Free chlorine residual = 1.27 mg/L
Corrective Actions	Re-samples were collected (upstream, downstream and the site of the adverse result) on July 12 th and results were acceptable having zero total coliforms and <i>E.coli</i> .

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

AWQI No.	163013
Date	August 13, 2023
Details	<p>A watermain break occurred on a 6" cast iron main at 95 Dixon Street affecting approximately 50 homes. Suspected cause of the break is failure of a pressure relief valve which resulted in water hammer and a pipe blow-out.</p> <p>A precautionary BWA was issued for the affected area by the local MOH.</p>

New Liskeard DWS

Notices Reported & Submitted to the Spills Action Center

Corrective Actions	<p>A section of pipe was replaced. Pipe and repair parts were disinfected. Flushing performed at Dixon and Broadway (FCR = 1.20 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the work) on August 14th and 15th. Sample results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on August 17th at approximately 12:00 PM (noon).</p>
---------------------------	--

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

AWQI No.	163038
Date	August 16, 2023
Details	<p>Replacement of a valve on an 8" watermain at the corner of Whitewood Avenue and Golding Street, affecting 2 businesses. Approximately 100 homes has low pressure during this time.</p> <p>A precautionary BWA was issued for the affected businesses by the local MOH.</p>
Corrective Actions	<p>The valve and repair parts were disinfected as required.</p> <p>After the repair was complete, pressure was restored and flushing performed at hydrant No. 36 (FCR = 0.77 mg/L) and hydrant No. 35 (FCR = 1.38 mg/L)</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the work) on August 16th and 18th. Sample results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on August 21 at approximately 11:40 AM.</p>

Incident #8: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

AWQI No.	163054
Date	August 17, 2023

New Liskeard DWS

Notices Reported & Submitted to the Spills Action Center

Details	<p>Replacement of 2 valves in the area of Armstrong Street, between Sharpe and Murray streets, affecting 30 buildings and 1 apartment with 15 units.</p> <p>A precautionary BWA was issued for the affected area by the local MOH.</p>
Corrective Actions	<p>Valves and repair parts were disinfected as required.</p> <p>After the repair was complete, pressure was restored and flushing performed until an acceptable free chlorine achieved (0.94 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and near the site of the work) on August 18th and 19th. Sample results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on August 21st at approximately 10:30 AM.</p>

Incident #9: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

AWQI No.	163111
Date	August 22, 2023
Details	<p>Replacement of a valve on a watermain on Laurette Street, between Crystal Court and Drive-in-theater Road, affecting approximately 38 homes.</p> <p>A precautionary BWA was issued for the affected area by the local MOH.</p>
Corrective Actions	<p>Valves and repair parts were disinfected as required. After the repair was complete, the pressure was restored and flushing performed until an acceptable free chlorine achieved (0.74 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the work) on August 22th and 23th. Sample results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on August 25th at approximately 12:30 PM.</p>

New Liskeard DWS

Notices Reported & Submitted to the Spills Action Center

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

AWQI No.	163372
Date	September 12, 2023
Details	<p>Category 2 emergency watermain repair due to a broken valve on Whitewood Avenue caused a loss of pressure to approximately 20 homes and 25 businesses in the area (Whitewood Ave from Paget Street to Edith Street and also part of Mary Street and Farah Avenue). A precautionary BWA was issued by the local MOH for the affected area.</p>
Corrective Actions	<p>After the repair was complete, the pressure was restored and the area was flushed until an acceptable free chlorine residual was achieved (1.56 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the break) on September 12th and 13th. Sample results indicated zero total coliforms and <i>E.coli</i>. The BWA was lifted on September 15th at approximately 12:30 PM</p>

Incident #11: Category 2 - Planned Watermain Repairs / Loss of Pressure / BWA

AWQI No.	163359
Date	September 29, 2023
Details	<p>Valve replacement on Bolger Avenue - Isolation of the main caused a loss of pressure to approximately 28 residential houses, 1 school and 1 church. A precautionary BWA was issued by the local Health Unit for the affected area.</p> <p>Valve replacement on Jaffray Street - Isolation of the main is caused a loss of pressure for approx. 4 residential houses and 3 businesses. A precautionary BWA was issued by the local Health Unit for the affected area.</p>
Corrective Actions	<p>After the work was complete and pressure was restored, both areas were flushed until an acceptable free chlorine residuals were achieved (1.07mg/L on Bolger and 1.29 mg/L on Jaffray).</p>

New Liskeard DWS

Notices Reported & Submitted to the Spills Action Center

	<p>Two sets of bacteriological samples were collected in both areas. The samples collected for the Jaffray St. BWA were acceptable.</p> <p>The downstream sample collected for the Bolger collected on September 29th at 213 Whitewood Avenue had a result of 1 total coliform. Resamples were collected on September 30th and all results were acceptable having zero total coliforms and <i>E.coli</i>.</p> <p>The BWAs were lifted on October 3rd at approximately 10:00 AM.</p>
--	--

Incident #12: Total Coliform

AWQI No.	163665
Date	September 30, 2023
Details	<p>One (1) total coliform was detected in a distribution sample collected at 213 Whitewood Avenue in the New Liskeard distribution system. The sample was collected on September 29, 2023 at 12:20 PM (free chlorine residual = 1.02 mg/L).</p> <p>The sample was collected after a category 2 watermain repair (valve replacement) on Bolger Avenue. (AWQI 163659).</p>
Corrective Actions	Re-samples were collected (upstream, downstream and the site of the adverse result) on September 30 th and results were acceptable having zero total coliforms and <i>E.coli</i> .

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

AWQI No.	163701
Date	October 4, 2023
Details	<p>Replacement of a valve on Broadwood Avenue caused a loss of pressure to approximately 30 homes.</p> <p>A precautionary BWA was issued for the affected area by the local MOH.</p>
Corrective Actions	After the repair was complete, the pressure was restored and the area was flushed until an acceptable free chlorine residual was achieved (0.91 mg/L).

New Liskeard DWS

Notices Reported & Submitted to the Spills Action Center

Two sets of 3 bacteriological samples 24 hours apart (upstream, downstream and at the site of the break) on October 4th and 5th. Sample results indicated no total coliforms or *E.coli*. The BWA was lifted on October 10th at approximately 9:00 AM.

APPENDIX B

Monthly Summary of Microbiological Test Results

NEW LISKEARD DRINKING WATER SYSTEM
2023 Summary of Microbiological Test Results

Raw Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
Well 3 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	1	0	0	0	0	0			1	
Mean Lab	0	0	0	0	0	0	0.2	0	0	0	0	0		0.019		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 3 / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 4 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	1	2	5	47			
Max Lab	0	0	1	0	0	0	3	0	0	0	2	4			4	
Mean Lab	0	0	0.25	0	0	0	0.6	0	0	0	2	1.25		0.244		
Min Lab	0	0	0	0	0	0	0	0	0	0	2	0				0
Well 4 / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	1	2	5	47			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water																
Treated Water POE / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 20	< 20	< 40	< 10	< 10	< 10	< 10	< 10	< 20	< 40	< 50	< 10			50	
Mean Lab	< 12	< 12.5	< 17.5	< 10	< 10	< 10	< 10	< 10	< 12.5	< 16	< 20	< 10		< 12.5		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
Distribution Water																
1st Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	1	0	0	0	0	0			1	
Mean Lab	0	0	0	0	0	0	0.2	0	0	0	0	0		0.019		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 10	< 10	< 60	< 20	< 30	< 20	< 20	< 10	< 20	< 10	< 30	< 10			60	
Mean Lab	< 10	< 10	< 22.5	< 12.5	< 14	< 12.5	< 14	< 10	< 12.5	< 10	< 15	< 10		< 12.692		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10

NOTES:

1. Well No. 4 was removed from service on October 9th due to well pump failure. The pump was replaced and put back into service on November 27th.

2. One (1) total coliform was detected in a distribution sample collected at 883275 Hwy 65# (Ebert's Welding Limited) in the New Liskeard distribution system. The sample was collected on July 10, 2023 at 9:29 AM.

APPENDIX C

Monthly Summary of Operational Results

**NEW LISKEARD DRINKING WATER SYSTEM
2023 Summary of Operational Test Results**

Raw Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
Well 3 / Turbidity - NTU																
Count IH	5	4	4	4	4	2	5	4	4	4	4	4	48			
Max IH	2.46	1.38	1.62	0.98	6.33	0.31	0.97	1.42	1.33	1.21	0.35	0.57			6.33	
Mean IH	1.16	0.60	1.14	0.61	3.73	0.31	0.58	1.29	1.16	0.80	0.24	0.32		1.02		
Min IH	0.36	0.31	0.73	0.28	0.74	0.31	0.32	1.13	0.99	0.59	0.18	0.15				0.15
Well 4 / Turbidity - NTU																
Count IH	4	4	4	4	4	2	5	4	4	1	1	4	41			
Max IH	2.97	1.85	1.92	3.10	3.80	1.33	2.40	1.16	2.04	2.66	0.54	0.52			3.80	
Mean IH	1.56	1.60	1.43	2.27	2.43	0.94	1.44	1.06	1.77	2.66	0.54	0.43		1.52		
Min IH	0.86	1.03	0.95	1.05	1.73	0.55	0.90	0.97	1.37	2.66	0.54	0.30				0.30
Treated Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
Treated Water POE / Cl Residual: Free (Min 0.40 mg/L) - mg/L																
Max OL	3.72	2.22	1.76	1.82	1.73	3.56	2.30	2.08	2.16	2.17	3.81	2.73			3.81	
Mean OL	1.41	1.48	1.53	1.53	1.45	1.50	1.42	1.35	1.48	1.54	1.54	1.50		1.48		
Min OL	1.11	1.00	1.27	1.28	1.21	1.06	1.02	0.64	0.60	0.76	0.93	0.90				0.60
Distribution Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
1st Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	10	8	9	8	10	9	9	9	8	9	9	8	106			
Total IH	8.64	8.31	9.07	8.16	9.75	10.02	8.88	9.53	8.20	9.42	8.74	7.53	106.25			
Max IH	1.20	1.22	1.26	1.35	1.30	1.34	1.39	1.70	1.25	1.24	1.20	1.27			1.70	
Mean IH	0.86	1.04	1.01	1.02	0.98	1.11	0.99	1.06	1.03	1.05	0.97	0.94		1.00		
Min IH	0.54	0.84	0.88	0.86	0.84	0.92	0.41	0.61	0.83	0.84	0.81	0.40				0.40
2nd Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	9	8	9	8	10	9	9	9	8	9	9	8	105			
Total IH	8.01	7.98	9.96	8.64	10.30	9.78	8.68	8.94	7.81	8.89	9.35	8.00	106.34			
Max IH	1.61	1.26	1.37	1.22	1.23	1.34	1.36	1.13	1.29	1.11	1.20	1.26			1.61	
Mean IH	0.89	1.00	1.11	1.08	1.03	1.09	0.96	0.99	0.98	0.99	1.04	1.00		1.01		
Min IH	0.62	0.82	0.69	0.94	0.89	0.71	0.73	0.83	0.85	0.83	0.86	0.75				0.62
3rd Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	9	8	9	8	10	9	9	9	8	9	9	8	105			
Total IH	8.03	7.74	9.05	8.52	10.28	9.81	8.71	7.75	8.20	9.04	9.57	8.07	104.77			
Max IH	1.19	1.20	1.22	1.28	1.26	1.31	1.07	1.34	1.27	1.19	1.35	1.29			1.35	
Mean IH	0.89	0.97	1.01	1.07	1.03	1.09	0.97	0.86	1.03	1.00	1.06	1.01		1.00		
Min IH	0.66	0.77	0.87	0.77	0.90	0.79	0.79	0.41	0.77	0.57	0.78	0.75				0.41
4th Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	5	4	4	4	5	4	5	4	4	5	4	4	52			
Total IH	4.97	3.64	4.47	4.08	5.08	4.57	4.91	3.19	4.05	4.96	4.51	4.46	52.89			
Max IH	1.12	1.14	1.25	1.27	1.24	1.32	1.27	1.04	1.36	1.23	1.24	1.39			1.39	
Mean IH	0.99	0.91	1.12	1.02	1.02	1.14	0.98	0.80	1.01	0.99	1.13	1.12		1.02		
Min IH	0.84	0.77	0.97	0.79	0.78	0.94	0.67	0.32	0.85	0.78	1.00	0.98				0.32



ONTARIO CLEAN WATER AGENCY
AGENCE ONTARIENNE DES EAUX

2023 Annual/Summary Report for the Haileybury Drinking Water System

PREPARED BY

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

Date: February 15, 2024
Rev: 0

Revision History

Rev. No.	Date	Prepared by:	Approved by:	Description
0	February 15, 2024	I. Bruneau, PCT	C. Mongrain, Operations Supervisor/ORO	Revision 0 issued

Table of Contents

Background.....	1
Section 11 – Annual Report.....	2
1. Introduction	2
2. Description of the Haileybury Drinking Water System.....	3
3. List of Water Treatment Chemicals Used	5
4. Significant Expense Incurred in 2023.....	5
5. Details of Notices Reported & Submitted to the Spills Action Center	6
6. Microbiological Testing.....	6
7. Operational Testing.....	6
8. Chemical Testing	7
9. Additional Testing Performed in Accordance with a Legal Instrument.....	12
Schedule 22 – Summary Reports for Municipalities	14
10. Requirements the System Failed to Meet	14
11. Summary of Quantities and Flow Rates.....	15
11.1 Flow Monitoring.....	15
11.2 Rated Capacity & Flow Rates	15
System Performance.....	19
Conclusion	19

List of Tables

Table 1: Summary of Microbiological Results.....	6
Table 2: Continuous Monitoring in the Treatment Process	6
Table 3: Summary of Chlorine Residuals in the Distribution System	7
Table 4: Summary of Nitrate & Nitrite Data from the Water Treatment Plant	7
Table 5: Summary of Total Trihalomethane Results from the Distribution System.....	8
Table 6: Summary of Total Haloacetic Acid Results from the Distribution System.....	8
Table 7: Summary of Lead Results under Schedule 15.1 (from the distribution system)	8
Table 8: Most Recent Schedule 23 Inorganic Results from the Water Treatment Plant	9
Table 9: Most Recent Schedule 24 Organic Results from the Water Treatment Plant	9
Table 10: Most Recent Sodium Data (from the Water Treatment Plant)	11

Table 11: Most Recent Fluoride Data Sampled at the Water Treatment Plant	12
Table 12: Summary of NDMA Results.....	12
Table 13: Summary of Microcystin Results.....	13
Table 14: Requirements the System Failed to Meet	14
Table 15: 2023 – Monthly Summary of Water Takings from the Source (Lake Temiskaming)	17
Table 16: 2023 – Monthly Summary of Treated Water Supplied to the Distribution System	17
Table 17: 2023 – Historical Maximum Flows (2018 to 2023)	18

List of Figures

Figure 1: Comparison of Treated Flows to the Maximum Rated Capacity.....	18
--	----

Appendices

Appendix A: Summary of Adverse Water Quality Incidents (AWQIs)

Appendix B: Monthly Summary of Microbiological Test Results

Appendix C: Monthly Summary of Operational Test Results

Background

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

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

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

This Annual Report must be completed by February 28 of each year.

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

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

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

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

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

The two reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2023 Annual/Summary Report.

Section 11 – Annual Report

1. Introduction

Drinking-Water System Name	Haileybury Drinking Water System
Drinking-Water System Number	210000309
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores
Drinking-Water System Category	Large Municipal, Residential System
Municipal Drinking Water Licence No.	218-102-6 (issued July 23, 2021)
Drinking Water Work Permit No.	218-202-3 (issued July 23, 2021)
Permit to Take Water No.	P-300-1067513491 (issued February 13, 2020)
Reporting Period	January 1, 2023 to December 31, 2023

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

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

Yes at: <http://www.temiskamingshores.ca/en/index.asp>

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

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

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

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

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

The Ontario Clean Water Agency prepared the 2023 Annual/Summary Report for the Haileybury Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores.

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

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

2. Description of the Haileybury Drinking Water System

The Haileybury Drinking Water System is owned by the Corporation of the City of Temiskaming Shores and consists of a Class 3 water treatment subsystem and a Class 2 water distribution subsystem. It is a surface water system that services the communities of Haileybury and North Cobalt. The Ontario Clean Water Agency is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

Raw Water Supply

The water treatment plant is located at 322 Browning Street and obtains its raw water from Lake Temiskaming. A 197 m long, 450 mm diameter raw water intake pipe extends 168 m into the lake. The intake structure is an upturned bell inside a cribbed structure. The intake is approximately 12.5 m below the low recorded water level and 2 m above the lake bottom.

Water flows into the intake structure by gravity, through two removable inlet screens and is stored in the raw water wet well. The wet well contains a heated superstructure and has a storage volume of 37.2 m³. The low lift pumping station is equipped with three low lift duty pumps; all are vertical turbine pumps which operate on an alternating basis. A magnetic flow meter is located in the water treatment plant to monitor raw water flows. The raw water is also continuously monitored for pH, turbidity and temperature.

Water Treatment

Raw water is pumped to the water treatment building where it is injected with sodium carbonate (soda ash) for pH and alkalinity adjustment and aluminum sulphate for the coagulation/flocculation process. The process water undergoes rapid mixing, flows into two flocculation basins, where polymer is added as a coagulant aid and pH is continuously monitored. It is then directed to a settling tank for clarification. The process water flows through three dual media filters consisting of anthracite and silica sand. The filter system is equipped with an automated backwash sequence, filter-to-waste capabilities, air blower and an underdrain system. The backwash wastewater and the settled solids from the settling tank are discharged to the municipal sanitary system. On-line turbidity analyzers are used to monitor the turbidity off each filter.

After filtration, the process water is chlorinated and pH adjusted with soda ash before entering the dual celled clearwell. Three high lift pumps equipped with variable frequency drives (VFDs) are located at the end of the clearwell, where a magnetic flow meter is used to measure flow on the discharge main. In a separate room, with outside access only, a gas chlorine system equipped

with automatic switchover is used for post-filtration chlorination in the clearwell. The water leaving the clearwell is continuously monitored for flow, pH, turbidity and free chlorine residual as it is directed to an off-site reservoir.

Water Storage

The Niven Street reservoir is a baffled contact tank consisting of two reservoirs and one pumping chamber that provide sufficient chlorine contact time to meet CT requirements. The water in the reservoir is monitored for free chlorine residual and level to ensure primary disinfection is achieved. An ammonium sulphate dosing system is used to chloramine the treated water before being gravity fed or pumped to the distribution system by four high lift pumps equipped VFDs. The water directed to the pressure zones are continuously monitored for pH, turbidity, pressure and total chlorine residual. The gravity fed zone is continuously monitored for flow.

Control System

The Haileybury Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the SCADA computer located at the Haileybury water treatment plant or remotely using operator computers and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

Emergency Power

A 250 kW diesel generator with a 2000 L fuel tank is available outside of the main water treatment plant and is capable of supplying power to the facility during power failures.

A 200 kW diesel engine generator with a 1000 L fuel tanks is located outside of the Niven Street Reservoir to provide emergency power during emergencies.

Distribution System

The Haileybury drinking water system is classified as a Large Municipal Residential Drinking Water System that provides water to a population of approximately 4,200 residents. The distribution system has approximately 1940 service connections and is comprised of various pipe materials including 4" - 12" cast iron with lead joints or ductile iron, 10" and 12" asbestos cement, and PVC with mechanical joints. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, one air relief valve and four pressure reducing valves. Approximately 174 fire hydrants are connected to the system to aid in fire protection.

The system consists of four pressure zones. Zone 1 is a gravity fed area in downtown Haileybury, Zone 2 is an intermediate pressure region located at higher elevations along the west side of

Haileybury, Zone 3 is an controlled pressure system which is fed off of the high pressure system and is located in the central part of Haileybury and North Cobalt and Zone 4 is a high pressure zone in North Cobalt. The water distribution piping system is continuous between the four identified pressure zones; however the various zones are isolated from each other via closed valves.

3. List of Water Treatment Chemicals Used

- Aluminum Sulphate – coagulation/flocculation
- Ammonium Sulphate – secondary disinfection
- Chlorine Gas – disinfection
- Polyelectrolyte (Polymer) - coagulant aid
- Soda Carbonate (Soda Ash) – pH and alkalinity adjustment

All treatment chemicals meet AWWA and NSF/ANSI standards.

4. Significant Expense Incurred in 2023

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

Significant expenses incurred in the drinking water system include the following:

- Filter No. 1 and 3 rehabilitation,
 - removal of false floor and replace with pour in place concrete floor
 - sandblast and epoxy coat filter walls
 - installation of a new underdrain system
 - installation of new filter media
- Replaced oil and filters for Aerzen blowers,
- Purchased spare solenoids for filter valves,
- Replaced failed micro switch on Filter No. 2 e-valve
- Niven Reservoir - replaced faulty chlorine analyzer (CI-17),
- Niven Reservoir – new sump pump,
- Water treatment chemicals,
- Albert Street reconstruction – approximately 700m of 150mm diameter PVC watermain and appurtenances were replaced. Two pressure reducing valves were added. All existing service lines were replaced and new services were added to vacant lots.

- Quality and Environmental Management System (QEMS) external surveillance audit conducted by SAI Global.

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

Based on information kept on record by OCWA, fourteen (14) adverse water quality incidents (AWQIs) were reported to the Ministry's Spills Action Centre in 2023.

- Eight (8) AWQIs occurred during Category 2 watermain breaks or planned repairs.
- Five (5) AWQIs had adverse bacteriological results. Four (4) incidents with total coliforms and one (1) with NDOGN – no data overgrown with non-target organism.
- One (1) AWQI resulted from loss of free chlorine monitoring.

Refer to *Appendix A* for a summary of AWQIs.

6. Microbiological Testing

Table 1: Summary of Microbiological Results

Sample Type	# of Samples	Range of <i>E.coli</i> Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw	52	< 2 to 80	2 to > 1000	N/A	N/A
Treated	52	0 to 0	0 to 0	52	< 10 to 60
Distribution	156	0 to 0	0 to 0	52	< 10 to 2000

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

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

">" denotes greater than the laboratory's method detection limit

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

Refer to *Appendix B* for a monthly summary of the above microbiological data.

7. Operational Testing

Table 2: Continuous Monitoring in the Treatment Process

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Turbidity (Filer No. 1)	8760	0.00 to 0.42	NTU	≤ 1.0 ^{Note 2}

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Turbidity (Filer No. 2)	8760	0.00 to 0.74	NTU	
Turbidity (Filer No. 3)	8760	0.02 to 0.97	NTU	
Free Chlorine Residual	8760	1.27 to 3.06	mg/L	CT ^{Note 3}

Notes:

1. For continuous monitors 8760 is used as the number of samples.
2. Effective backwash procedures, including filter to waste and automatic filter shut down features are in place to ensure that the effluent turbidity requirements as described in the Filter Performance Criteria are met all times. Turbidity exceedances occur when two (2) readings are above 1 NTU for 15 minutes or more in a 24 hour period. Filters will backwash if turbidity reaches 0.7 NTU and will shut down and filter to waste at 1.0 NTU. The system performed as programmed and no high turbidity water was directed to the next phase of the process.
3. CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.3 mg/L to ensure primary disinfection is achieved.

Table 3: Summary of Chlorine Residuals in the Distribution System

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Combined Chlorine Residual	366	0.53 to 2.09	mg/L	≥ 0.25 to < 3.0

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

Refer to *Appendix C* for a monthly summary of the above operational data.

8. Chemical Testing

Table 4: Summary of Nitrate & Nitrite Data from the Water Treatment Plant

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 9	0.3	< 0.01	mg/L	No
April 11	< 0.1	< 0.01	mg/L	No
July 10	< 0.1	< 0.01	mg/L	No

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
October 16	0.4	0.02	mg/L	No

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

Table 5: Summary of Total Trihalomethane Results from the Distribution System

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 9	48.9	ug/L	Q1 = 43.5	No
April 11	45.6	ug/L	Q2 = 44.9	No
July 10	69.0	ug/L	Q3 = 51.6	No
October 16	84.3	ug/L	Q4 = 61.9	No

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

Table 6: Summary of Total Haloacetic Acid Results from the Distribution System

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 9	57	ug/L	Q1 = 64.3	No
April 11	63	ug/L	Q2 = 73.0	No
July 10	82	ug/L	Q3 = 70.0	No
October 16	82	ug/L	Q4 = 71.0	No

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

Table 7: Summary of Lead Results under Schedule 15.1 (from the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 7	3	7.26 to 7.68	2.2 to 3.2	32 to 33	N/A
September 13	3	7.29 to 7.33	16.6 to 18.1	35 to 37	N/A

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

The system is required to test for total alkalinity and pH in three distribution samples collected during the period of December 15 to April 15 (winter period) and three distribution sample

during the period of June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

Lead testing was not required this reporting period, but was done in 2021. The results were <0.1, <0.1 and <0.1 ug/L sampled on March 8th and 0.7, 0.1 and 0.3 ug/L sampled on September 22nd. Next lead sampling is scheduled for 2024.

Table 8: Most Recent Schedule 23 Inorganic Results from the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1.0	ug/L	10	No	No
Barium	8	ug/L	1000	No	No
Boron	< 2	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	0.5	ug/L	50	No	No
Uranium	< 1	ug/L	20	No	No

Note: Sample required every 12 months (sample date = October 16, 2023)

Table 9: Most Recent Schedule 24 Organic Results from the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.279	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.209	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.0978	ug/L	5	No	No
Carbaryl	< 3	ug/L	90	No	No
Carbofuran	< 4	ug/L	90	No	No

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.209	ug/L	90	No	No
Diazinon	< 0.209	ug/L	20	No	No
Dicamba	< 0.0855	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.2	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.2	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.367	ug/L	100	No	No
Diclofop-methyl	< 0.122	ug/L	9	No	No
Dimethoate	< 0.209	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 10	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No
Malathion	< 0.209	ug/L	190	No	No
Metolachlor	< 0.14	ug/L	50	No	No
Metribuzin	< 0.14	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	< 0.2	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.14	ug/L	2	No	No
Picloram	< 0.0855	ug/L	190	No	No
Prometryne	< 0.0698	ug/L	1	No	No

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Simazine	< 0.209	ug/L	10	No	No
Terbufos	< 0.14	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.3	ug/L	100	No	No
Triallate	< 0.14	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA)	< 6.11	ug/L	100	No	No
Trifluralin	< 0.14	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

Note: Sample required every 12 months (sample date = October 16, 2023)

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

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 (parameters listed in Table 8 and Table 9 of this report) exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg.169/03) during the reporting period.

Table 10: Most Recent Sodium Data (from the Water Treatment Plant)

Date of Sample	# of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 17, 2022	1	21.3	mg/L	20	Yes
October 25, 2022 (resample)	1	24.8	mg/L	20	Yes

Note: Sample required every 60 months. Next sampling scheduled for October 2027.

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

sodium result was reported to the Ministry's SAC and the Timiskaming Health Unit on October 25, 2022 as required under Schedule 16 of Ontario Regulation 170/03 (AWQI No. 160432).

Table 11: Most Recent Fluoride Data Sampled at the Water Treatment Plant

Date of Sample	# of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 22, 2022	1	< 0.05	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2027.

9. Additional Testing Performed in Accordance with a Legal Instrument

1. Nitrosodimethylamine (NDMA)

Condition 5.0 (5.1) of Schedule C to Municipal Drinking Water Licence (MDWL) #218-102 issued on July 23, 2021 requires sampling, testing and monitoring of Nitrosodimethylamine (NDMA). The sample is to be collected each quarter from the farthest point in the distribution system and not exceed the maximum allowable concentration (MAC) of 0.009 ug/L.

Table 12: Summary of NDMA Results

Date of Sample	NDMA Result	Unit of Measure	Exceedance
January 9	< 0.0009	ug/L	No
April 11	< 0.0009	ug/L	No
July 10	0.0017	ug/L	No
October 16	0.0012	ug/L	No

Maximum Allowable Concentration (MAC) for NDMA = 0.009 ug/L.

2. Harmful Algae Bloom Monitoring

Condition 6.0 (6.1) of Schedule C to MDWL No. 218-102 requires a Harmful Algae Bloom (HAB) monitoring, reporting and sampling plan. The plan must be implemented during the harmful algae bloom season, during but not limited to the warm seasonal period between June 1st and October 31st of each year, or as otherwise directed by the Medical Officer of Health. A Plan has been developed and is in effect for the Haileybury Drinking Water System during the HAB season. The Plan includes visual inspection of the HAB monitoring area at least once per week. Sampling for microcystins on the raw and treated water each week. Reporting to the local Health Unit and the Ministry's Spills Actions Center (SAC) if a suspected bloom is observed or if microcystins are detected in either the raw or treated water samples.

Table 13: Summary of Microcystin Results

Sample Type	# of Samples	Range of Microcystin Results (min to max)	Unit of Measure	Exceedance
Raw	23	0.15 to < 0.15	ug/L	No
Treated	23	< 0.15 to < 0.15	ug/L	No

Maximum Allowable Concentration (MAC) for Microcystin-LR = 1.5 ug/L

One (1) event of suspected and/or confirmed blue green algae blooms was reported to the Medical Officer of Health and the Ministry's SAC during the reporting period (Event No. 162225).

Event No.	162225
Date	June 16, 2023
Details	<p>Total microcystins were detected in a raw water sample collected on June 12, 2023 at 11:14 AM. Result = 0.15 ug/L.</p> <p>The treated water was also tested on June 12th at 9:01 AM and no microcystins were detected (result = < 0.15 ug/L).</p> <p>No blooms were observed in the HAB monitoring area.</p>
Corrective Actions	<p>Filtration and disinfection processes were optimized and closely monitored.</p> <p>Raw and treated water samples were collected and tested weekly for total microcystins. Incident was resolved when 3 sets of consecutive results were non-detectable (<0.15 ug/L) for microcystins and there was no visible algae bloom.</p> <p>Daily checks of the HAB monitoring area occurred until the event was resolved and then weekly observations resumed.</p> <p>Weekly sampling of the raw and treated water continued throughout the HAB season with no further detectable microcystin results.</p>

Schedule 22 – Summary Reports for Municipalities

10. Requirements the System Failed to Meet

The following table lists the requirements of the Safe Drinking Water Act (2002), the drinking water regulations, the system's approval, drinking water works permit, municipal drinking water works licence, and any other orders applicable to the system that were not met at any time during the reporting period. The duration of the failure and details of the actions that were taken to correct the failure must be described.

According to information kept on record by OCWA, the Haileybury Drinking Water System failed to meet the following requirements.

Table 14: Requirements the System Failed to Meet

Legislation	Requirement(s) not Met	Duration	Corrective Action(s)
O. Regulation 170/03, Municipal Drinking Water License (MDWL) No. 218-102, Drinking Water Works Permit (DWWP) No. 218-202	<p>Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was not performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and/or was not recording data with the prescribed format.</p> <p>Due to an analyzer fault, the free chlorine residual used to measure primary disinfection dropped from 1.77 mg/L to 0.00 mg/L for 1 hour and 18 minutes.</p>	October 31 st from 1634 to 1752 hours	<p>The on-call operator repaired the analyzer and restored monitoring. Free chlorine residuals were tested manually from 1700 hours to 1752 hours.</p> <p>1700 hours = 1.99 mg/L 1705 hours = 2.00 mg/L 1710 hours = 1.99 mg/L 1715 hours = 1.99 mg/L 1720 hours = 2.00 mg/L 1725 hours = 1.99 mg/L 1730 hours = 1.97 mg/L 1735 hours = 1.98 mg/L 1740 hours = 1.99 mg/L 1745 hours = 1.97 mg/L 1750 hours = 1.97 mg/L 1750 hours = 1.96 mg/L 1752 – analyzer back on-line</p> <p>The analyzer was back in operation at 1752 hours. Operator monitored analyzer to ensure proper operation.</p> <p>The incident was reported to the local Health Unit, Ministry's Spills Action Center (SAC) and Owner as required.</p> <p>No further action required.</p>

Fourteen (14) adverse water quality incidents were also reported to the Ministry's Spills Action Center during the reporting period. Refer to *Section 5 - Details of Notices Reported & Submitted* to the Spills Action Center on page 6 of this report for details.

11. Summary of Quantities and Flow Rates

11.1 Flow Monitoring

Municipal Drinking Water Licence (MDWL) #218-102 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

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

The systems' Permit to Take Water (PTTW) #P-300-1067513491 requires that on each day water is taken from the source, the date, the volume of water taken on that date and the rate at which it was taken be recorded.

The Haileybury drinking water system has one flow meter to monitor the raw water entering the treatment plant and one to monitor the treated water leaving the plant and entering an off-site reservoir. These flow metering devices are calibrated in accordance to manufacturers' specifications on an annual basis and are operating as required.

11.2 Rated Capacity & Flow Rates

The system's Permit to take Water (PTTW) No. P-300-1067513491 allows the plant to withdraw a maximum volume of 6816 cubic meters from Lake Temiskaming each day. A review of the raw water flow data indicates that the system did not exceed this allowable limit having a maximum volume of 3561 m³.

The Permit also allows a maximum flow rate of 4733 L/minute which was not exceeded during the reporting period having a maximum flow rate of 4728 L/min.

Condition 1.0 (1.1) to Schedule C of MDWL No. 218-102 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system not exceed a maximum flow of 6820 m³ on any calendar day. The Haileybury DWS complied with this limit having a recorded maximum volume of 2969 m³/day, which is 44 % of the rated capacity.

The following tables (Table 15 and Table 16) indicate the quantities and flow rates of water taken and produced during the reporting period, including monthly average flows, maximum daily flows and total monthly volumes. A comparison of the water data is made to the rated capacity and flow rates specified in the system's Permit to Take Water and the Municipal Drinking Water License.

Figure 1 is a comparison of the rate specified in the system's Municipal Drinking Water Licence to the average and maximum flows entering the treatment system.

Table 17 lists historical maximum raw and treated flows from 2018 to 2023.

Table 15: 2023 – Monthly Summary of Water Takings from the Source (Lake Temiskaming)

Regulated by Permit to Take Water (PTTW) #P-300-1067513491, issued February 13, 2020

Lake Temiskaming	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m ³)	58499	59482	69771	67045	72727	81226	73893	71273	66830	71552	66949	69680	828927
Average Volume (m ³ /d)	1887	2124	2251	2235	2346	2708	2384	2299	2228	2308	2232	2248	2271
Maximum Volume (m ³ /d)	2200	2413	2626	3561	3000	3106	3282	2737	2524	2574	2520	2391	3561
PTTW - Maximum Allowable Volume (m ³ /day)	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816
Maximum Flow Rate (L/min)	4453	4583	4728	4284	4380	4692	4704	4713	4434	4380	4427	4579	4728
PTTW - Maximum Allowable Flow Rate (L/min)	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733

Table 16: 2023 – Monthly Summary of Treated Water Supplied to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-102-3, issued July 23, 2021

Treatment Plant	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m ³)	55009	55805	65155	60223	65592	75969	68650	66665	62494	66993	62589	65165	770309
Average Volume (m ³ /d)	1774	1993	2102	2007	2116	2532	2215	2150	2083	2161	2086	2102	2110
Maximum Volume (m ³ /d)	2017	2275	2460	2597	2718	2969	2867	2662	2326	2459	2286	2300	2969
MDWL - Rated Capacity (m ³ /day)	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820

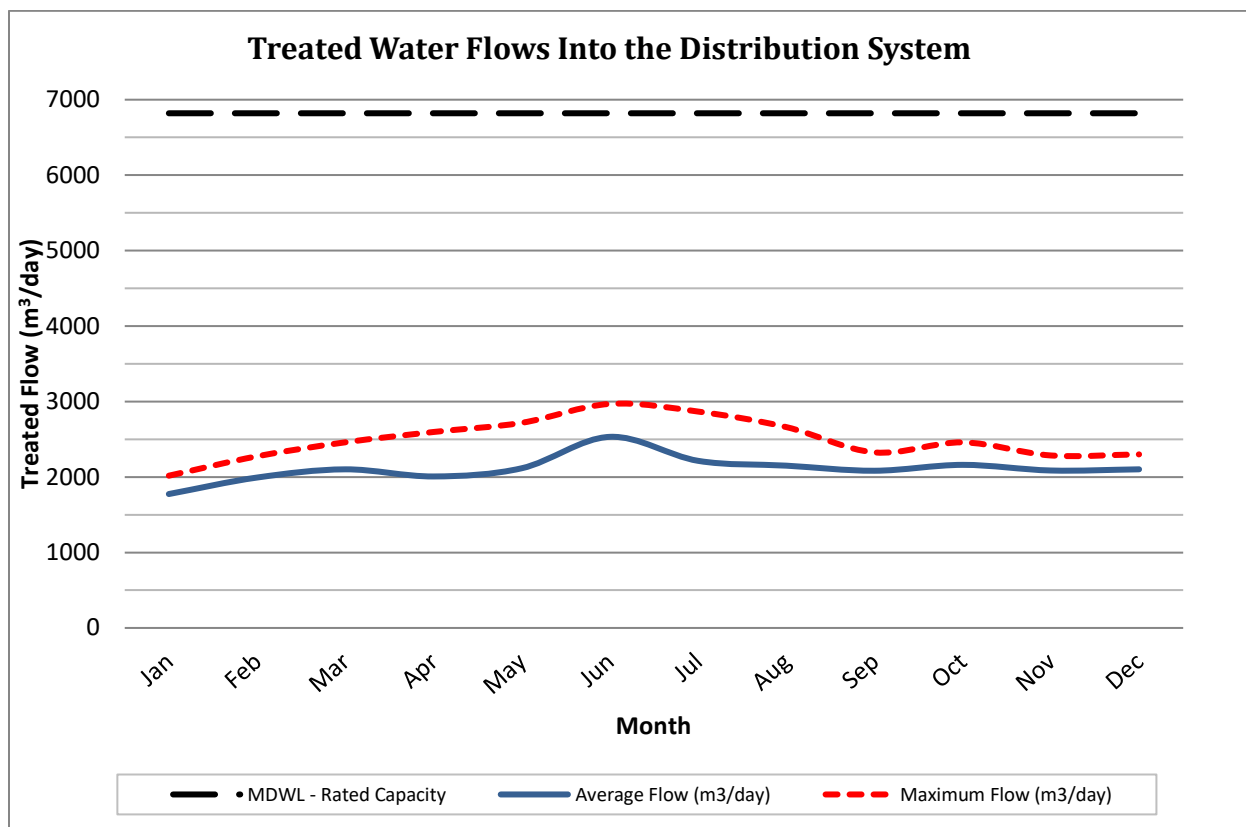


Figure 1: Comparison of Treated Flows to the Maximum Rated Capacity

Table 17: 2023 – Historical Maximum Flows (2018 to 2023)

Year	Maximum Raw Flow (m³/d)	Max. Day % of PTTW Allowable (6816 m³/d)	Maximum Treated Flow (m³/d)	Max. Day % of MDWL Capacity (6820 m³/d)
2023	3561	52%	2969	44%
2022	4088	60%	3836	56%
2021	3487	51%	3372	49%
2020	3788	56%	3565	52%
2019	4154	61%	3486	51%
2018	4427	65%	4220	62%

System Performance

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

Rated Capacity of the Plant (MDWL)	6820 m ³ /day	
Average Daily Flow for 2023	2110 m ³ /day	34 % of the rated capacity
Maximum Daily Flow for 2023	2969 m ³ /day	44 % of the rated capacity
Total Treated Water Produced in 2023	770,309 m ³	

Conclusion

The water quality data collected in 2023 demonstrates that the Haileybury drinking water system provided high quality drinking water to its users.

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

All Adverse Water Quality Incidents were reported to the Ministry's Spills Action Center and the corrective actions were completed as required. All non-compliances that were identified during the reporting period were addressed as soon as possible.

APPENDIX A

Summary of Adverse Water Quality Incidents (AWQIs)

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

Incident #1: Category 2 - Emergency Watermain Repair / Loss of Pressure / BWA

AWQI No.	161331
Date	February 13, 2023
Details	<p>The isolation of a watermain break on Lawlor Street and Rorke Avenue in the community of Haileybury resulted in a loss of pressure to 20 homes.</p> <p>A precautionary boil water advisory (BWA) was issued by the local Health Unit for the affected area on February 13th at approximately 9:00 PM.</p>
Corrective Actions	<p>The repair was completed and the line was re-pressurized which caused additional breaks and a valve to blow on the same pipe. The same 20 homes were affected.</p> <p>After the line was repaired and pressure restored, the area was flushed until an acceptable combined chlorine residual was achieved (1.68 & 1.79 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the break) on February 15th and 16th. Sample results were acceptable having no total coliforms or <i>E.coli</i>. The BWA was lifted on February 18th at approximately 11:30 AM.</p>

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

AWQI No.	162517
Date	July 11, 2023
Details	<p>Loss of pressure occurred during the replacement of a hydrant, 20 feet of a 6" watermain and the installation of a new valve on Albert Street.</p> <p>A precautionary BWA was issued by the local Health Unit on July 11th for the affected area (8 homes on Albert Street)</p>
Corrective Actions	<p>After the work was complete and pressure restored, the area was flushed until an acceptable combined chlorine residual was achieved (1.27 mg/L).</p>

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

	<p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and near the site of the work) on July 11th and 13th.</p> <p>Sample results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on July 17th at approximately 10:50 AM.</p>
--	---

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

AWQI No.	162529
Date	July 12, 2023
Details	<p>Watermain and valve replacement at the intersection of Bruce Street and Albert Street resulted in a loss of pressure for 6 homes and the Extendicare Nursing Home.</p> <p>The local Health Unit issued a precautionary BWA for the affected area.</p>
Corrective Actions	<p>After the work was complete and pressure was restored, the area was flushed until an acceptable combined chlorine residual was achieved (1.34 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 34 hours apart (upstream, downstream and at the site of the work) on July 13th and 14th. Sample results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on July 17th at approximately 12:00 PM (noon).</p>

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

AWQI No.	163026
Date	August 15, 2023
Details	<p>A valve replacement on Meridian Avenue (between Albert Street and Little Street) resulted in a loss of pressure to approximately 3 homes.</p> <p>The local Health Unit issued a precautionary BWA of the affected residences.</p>

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

Corrective Actions	<p>After the work was complete and pressure was restored, the area was flushed until an acceptable combined chlorine residual was achieved (1.12 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the work) on August 15th and 16th. The upstream sample collected on August 15th at 1405 hours from a hydrant located on the corner of Little and Meridian Streets had a result of one (1) total coliform (AWQI 163058). Sample results from August 16th were acceptable having zero total coliforms and <i>E.coli</i>.</p> <p>The BWA was lifted on August 21st at approximately 10:00 AM after acceptable bacteriological results were received.</p>
---------------------------	--

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

AWQI No.	163027
Date	August 16, 2023
Details	<p>A valve replacement on Meridian Avenue (between Albert Street and Algonquin Drive) resulted in a loss of pressure to approximately 16 homes.</p> <p>The local Health Unit issued a precautionary BWA of the affected residences.</p>
Corrective Actions	<p>Valves and repair parts were disinfected as required. After the work was complete and pressure was restored, the area was flushed until an acceptable combined chlorine residual was achieved (1.21 mg/L).</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the work) on August 16th and 17th. The upstream sample collected on August 16th at 316 Albert St. had a result of NDOGN-TC & EC (AWQI 163081). The sample collected August 16th at 320 Albert St.; the site of the work, had 2 total coliforms (AWQI 163082). A sample collected on August 17th at 316 Albert St. had a result of 1 total coliform (AWQI 163099).</p> <p>All corrective actions were performed as required by O. Reg. 170/03 and instructions provided by the MOH. All re-samples</p>

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

results were acceptable having zero total coliforms and *E.coli*.
The BWA was lifted on August 21st at approximately 4:00 PM.

Incident #6: Adverse Total Coliform Result

AWQI No.	163058
Date	August 17, 2023
Details	<p>One (1) total coliform was detected in a sample collected from a hydrant located on Little Street and Meridian Avenue. The sample was collected in response to a category 2 watermain repair (replacement of a valve) on August 15th (AWQI No. 163026). A precautionary BWA is already in place for the area which was issued by the local MOH on August 15th.</p> <p>The sample was collected on August 15th at 14:05 hours. The combined chlorine residual = 1.18 mg/L.</p>
Corrective Actions	<p>Re-samples were collected (upstream, downstream and the site of the adverse result) on August 17th and results were acceptable having zero total coliforms and <i>E.coli</i>.</p> <p>The BWA for AWQI No. 163026 was lifted on August 21, 2023 at 10:00 AM.</p>

Incident #7: NDOGN (No Data, Overgrown with Non-target – Exceedance for Total Coliform/*E.coli*)

AWQI No.	163081
Date	August 18, 2023
Details	<p>A result of NDOGN (TC & EC) was detected for a sample collected at 316 Albert Street in the community of Haileybury. The sample was collected in response to a category 2 watermain repair (replacement of a valve) on August 16th (AWQI No. 163027). A precautionary BWA was already in place for the area which was issued by the local MOH on August 16th.</p>

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

	The sample was collected on August 16 th at 1217 hours. The combined chlorine residual = 1.46 mg/L.
Corrective Actions	<p>The chlorine dose was immediately increased to ensure the combined chlorine residual in the distribution system was at or above 1.0 mg/L (290 Albert - upstream = 1.30 mg/L, 340 Albert - downstream = 1.14 mg/L, 316 Albert - site = 1.32 mg/L)</p> <p>Collected 2 sets of 3 re-samples (upstream, downstream and at the site of the adverse result) on August 18th and 19th (24 hours after the first set is collected).</p> <p>All corrective actions were performed as required by O. Reg. 170/03 and the MOH and all re-samples results were acceptable having zero total coliforms and <i>E.coli</i>. The BWA for AWQI No. 163027 was lifted on August 21st at approximately 4:00 PM.</p>

Incident #8: Adverse Total Coliform Result

AWQI No.	163082
Date	August 18, 2023
Details	<p>Two (2) total coliforms were detected in a sample collected at 320 Albert Street in the community of Haileybury. The sample was collected in response to a category 2 watermain repair (replacement of a valve) on August 16th (AWQI No. 163027). A precautionary BWA is already in place for the area which was issued by the local MOH on August 16th.</p> <p>The sample was collected on August 16th at 1227 hours. The combined chlorine residual = 1.41 mg/L.</p>
Corrective Actions	Re-samples (upstream, downstream and the site of the adverse result) were collected on August 18 th and results indicated zero total coliforms and <i>E.coli</i> . The BWA for AWQI No. 163027 was lifted on August 21 st at approximately 4:00 PM.

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

Incident #9: Adverse Total Coliform Result

AWQI No.	163099
Date	August 19, 2023
Details	<p>One (1) total coliform was detected in a sample collected at 316 Albert Street in the community of Haileybury. The sample was collected on August 17th at 1303 hours. The combined chlorine residual = 0.76 mg/L. A precautionary BWA is already in place for the area which was issued by the local MOH on August 16th for a loss of pressure event caused by watermain repairs (AWQI No. 163027)</p> <p>A sample collected on August 16th at his location had a result of NDOGN (AWQI 163081)</p>
Corrective Actions	<p>The chlorine dose was immediately increased to ensure the combined chlorine residual in the distribution system was at or above 1.0 mg/L</p> <p>Collected 2 sets of 3 re-samples (upstream, downstream and at the site of the adverse result) on August 19th and 20th (24 hours after the first set is collected). Sample results indicated zero total coliforms and <i>E.coli</i>. The BWA for AWQI No. 163027 was lifted on August 21st at approximately 4:00 PM.</p>

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

AWQI No.	163399
Date	September 13, 2023
Details	<p>Valve replacement on Georgina Avenue resulted in a loss of pressure to approximately 20 homes.</p> <p>A precautionary BWA was issued for the affected residents by the local MOH.</p>
Corrective Actions	<p>A section of pipe was replaced. Pipe and repair parts were disinfected. Flushing performed at Dixon and Broadway (FCR = 1.20 mg/L).</p>

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

After the work was complete and pressure was restored, the area was flushed and residuals collected. Two sets of 3 bacteriological samples were collected (upstream, downstream and at the site of the work) on September 13th and 14th. The sample collected near the site of the repair had a result of one (1) total coliform (AWQI No. 163460).

The second set of samples collected on September 14th had acceptable results with no total coliforms or *E. coli*. The third set of samples collected on September 15th also had zero total coliforms and zero *E. coli*.

The MOH lifted the BWA on September 18th at approximately 11:00 AM after acceptable results were received.

Incident #11: Adverse Total Coliform Result

AWQI No.	163460
Date	September 15, 2023
Details	One (1) total coliform was detected in a sample collected at 211 Georgina Avenue in the community of Haileybury. The sample was collected on September 13 th at 1254 hours. The combined chlorine residual = 0.65 mg/L. A precautionary BWA was already in place for the area which was issued by the local MOH on September 13 th for a loss of pressure event caused by watermain repairs (AWQI No. 163399).
Corrective Actions	Re-samples (upstream, downstream and the site of the adverse result) were collected on September 14 th & 15 th and results indicated zero total coliforms and <i>E.coli</i> . The BWA for AWQI No. 163399 was lifted on September 18 th at approximately 11:00 AM.

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

AWQI No.	163541
Date	September 21, 2023

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

Details	Replacement of a valve on Georgina Avenue and Albert Street resulted in a loss of pressure to approximately 20 homes. The local Health Unit was notified on September 20th of the planned work and issued a precautionary BWA for the affected residences. The BWA went into effect on September 21 st .
Corrective Actions	<p>Valves and repair parts were disinfected as required. After the work was complete and pressure was restored, the area was flushed until an acceptable chlorine residual was achieved.</p> <p>Two sets of 3 bacteriological samples were collected 24 hours apart (upstream, downstream and at the site of the work) on September 21st and 22nd. All results were acceptable having zero total coliforms <i>and E.coli</i>. The MOH lifted the BWA on September 25th at approximately 10:30 AM.</p>

Incident #13: Category 2 – Emergency Watermain Repair / Loss of Pressure / BWA

AWQI No.	163710
Date	October 4, 2023
Details	A watermain break (a broken valve) at Rorke Avenue and 455 Amwell resulted in a loss of pressure to approximately 400 homes. The local Health Unit issued a precautionary BWA for the affected residences. After consultation with OCWA and the Health Unit, the advisory was later extended to homes North of Albert Street (including Albert St.) and East for Rorke Avenue.
Corrective Actions	<p>After the repair was complete and pressure was restored, the area was flushed until an acceptable chlorine residual was achieved (CCR = 1.46 mg/L). Two sets of 6 bacteriological samples were collected as per the Health Units instructions on October 5th and 6th. All results were acceptable having zero total coliforms and <i>E.coli</i>.</p> <p>The MOH lifted the BWA on October 7th at approximately 5:00 PM</p>

Haileybury DWS

Notices Reported & Submitted to the Spills Action Center

Incident #14: Loss of Free Chlorine Residual Monitoring

AWQI No.	163936
Date	October 31, 2023
Details	Loss of free chlorine monitoring (0.00 mg/L) for 1 hour and 18 minutes (1637 to 1752 hours) due to an analyzer fault.
Corrective Actions	<p>On-call operator repaired the analyzer and restored monitoring. Free chlorine residuals were tested manually every 5 minutes from 1700 hours to 1752 hours. The analyzer was back in operation at 1752 hours. Operator monitored analyzer to ensure proper operation. The local Health Unit and the Ministry's Spills Action Center were notified.</p> <p>1700 hours = 1.99 mg/L 1705 hours = 2.00 mg/L 1710 hours = 1.99 mg/L 1715 hours = 1.99 mg/L 1720 hours = 2.00 mg/L 1725 hours = 1.99 mg/L 1730 hours = 1.97 mg/L 1735 hours = 1.98 mg/L 1740 hours = 1.99 mg/L 1745 hours = 1.97 mg/L 1750 hours = 1.96 mg/L 1752 hours – analyzer back on-line = 1.07 mg/L</p>

APPENDIX B

Monthly Summary of Microbiological Test Results

HAILEYBURY DRINKING WATER SYSTEM 2023 Summary of Microbiological Test Results

Raw Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
Lake Timiskaming / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	85	58	< 52	> 1000	340	195	160	65	16	> 400	> 400	194			1000	
Mean Lab	60.25	39	< 31	> 339	142.8	77.5	68	30.75	11	> 270.2	> 253	160.75		123.22		
Min Lab	30	30	< 2	> 6	44	15	10	6	6	> 20	> 74	122			<	2
Lake Timiskaming / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 8	< 5	< 2	80	< 5	< 5	< 20	< 5	< 8	30	< 40	< 5			80	
Mean Lab	< 4	< 2.75	< 2	30.5	< 3	< 4.25	< 7.4	< 3.5	< 5.75	16.4	< 16.667	< 3.25	<	8.16		
Min Lab	< 2	< 2	< 2	2	< 2	< 2	< 2	< 2	< 4	8	< 2	< 2			<	2
Treated Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
Treated Water / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 30	< 20	< 10	< 10	< 20	< 20	< 10	< 10	< 30	< 30	60	< 40			60	
Mean Lab	< 18	< 12.5	< 10	< 10	< 12	< 12.5	< 10	< 10	< 17.5	< 14	30	< 17.5	<	14.423		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	10	< 10			<	10
Distribution Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
1st Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 10	< 30	< 50	< 10	< 10	< 50	< 20	< 40	< 10	> 2000	< 60	< 40			2000	
Mean Lab	< 10	< 17.5	< 20	< 10	< 10	< 32.5	< 12	< 17.5	< 10	> 410	< 22.5	< 20		54.038		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	> 10	< 10	< 10			<	10
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0

APPENDIX C

Monthly Summary of Operational Results

HAILEYBURY DRINKING WATER SYSTEM

2023 Summary of Operational Test Results

Filtered Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
Filter #1 / Turbidity (Max 1 NTU) - NTU																
Max OL					0.42	0.15	0.12	0.09	0.12	0.18	0.30	0.25			0.42	
Mean OL	Filter off-line until May 17, 2023				0.52	0.04	0.04	0.03	0.03	0.05	0.07	0.06		0.11		
Min OL					0.04	0.00	0.03	0.00	0.03	0.03	0.00	0.04				0.00
Filter #2 / Turbidity (Max 1 NTU) - NTU																
Max OL	0.36	0.31	0.34	0.71	0.29	0.48	0.19	0.20	0.16	0.26	0.39	0.74			0.74	
Mean OL	0.04	0.04	0.04	0.04	0.06	0.05	0.03	0.03	0.03	0.05	0.07	0.08		0.05		
Min OL	0.00	0.03	0.03	0.03	0.04	0.00	0.02	0.00	0.02	0.02	0.05	0.04				0.00
Filter #3 / Turbidity (Max 1 NTU) - NTU																
Max OL	0.68	0.32	0.76	0.94	0.85	0.97	0.36	0.16	0.35	0.56	0.67	Filter off-line on Nov 6, 2023			0.97	
Mean OL	0.05	0.05	0.07	0.06	0.07	0.05	0.04	0.04	0.04	0.07	0.13			0.06		
Min OL	0.03	0.03	0.03	0.02	0.04	0.03	0.03	0.02	0.02	0.03	0.10					0.02
Treated Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
Reservoir / Cl Residual: Free (Min 0.3 mg/L) - mg/L																
Max OL	2.00	1.97	2.12	3.06	2.09	2.01	1.91	2.35	2.80	2.30	2.38	2.47			3.06	
Mean OL	1.76	1.87	1.97	1.85	1.78	1.83	1.69	1.91	2.09	2.04	2.07	1.88		1.89		
Min OL	1.54	1.71	1.73	1.29	1.58	1.57	1.27	1.59	1.92	1.85	1.76	1.70				1.27
Distribution Water	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	Total	Avg	Max	Min
1st Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	10	8	9	8	10	8	9	9	8	9	9	8	105			
Total IH	15.73	13.93	14.8	13.57	16.7	13.78	13.64	13.89	13.88	16.05	16.89	13.57	176.43			
Max IH	1.82	1.88	1.91	2.04	1.9	1.81	1.69	1.98	1.88	1.9	2.09	1.93			2.09	
Mean IH	1.573	1.741	1.644	1.696	1.67	1.723	1.516	1.543	1.735	1.783	1.877	1.696		1.68		
Min IH	0.62	1.3	1.14	1.5	1.28	1.55	1.22	0.78	1.41	1.35	1.58	1.42				0.62
2nd Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	10	8	9	8	10	8	9	9	8	9	9	8	105			
Total IH	12.99	10.8	10.63	9.12	12.47	9.67	10.17	8.51	6.81	10.29	11.06	10.17	122.69			
Max IH	1.84	1.68	1.78	1.39	1.76	1.51	1.5	1.47	1.08	1.32	1.55	1.6			1.84	
Mean IH	1.299	1.35	1.181	1.14	1.247	1.209	1.13	0.946	0.851	1.143	1.229	1.271		1.168		
Min IH	0.61	1.17	0.84	0.78	0.82	1.03	0.65	0.53	0.67	1.04	0.93	0.89				0.53
3rd Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	9	8	9	8	10	8	9	9	8	9	9	8	104			
Total IH	13.72	12.46	12.47	13.02	15.67	10.47	10.15	11.73	11.31	14.35	15.39	12.86	153.6			
Max IH	1.71	1.81	1.69	1.96	1.75	1.53	1.55	1.72	1.73	1.88	1.93	1.72			1.96	
Mean IH	1.524	1.558	1.386	1.628	1.567	1.309	1.128	1.303	1.414	1.594	1.71	1.608		1.477		
Min IH	0.98	1.09	0.99	1.19	1.39	1.05	0.77	0.71	0.98	1.03	1.38	1.22				0.71
4th Residual / Cl Residual: Combined - mg/L																
Count IH	5	4	4	4	5	4	5	4	4	5	4	4	52			
Total IH	7.7	6.36	6.76	6.16	7.7	6.43	7.37	6.19	6.71	8.1	7.47	6.55	83.5			
Max IH	1.84	1.78	1.78	1.77	1.83	1.63	1.52	1.85	1.76	1.77	2.09	1.76			2.09	
Mean IH	1.54	1.59	1.69	1.54	1.54	1.608	1.474	1.547	1.678	1.62	1.868	1.637		1.606		
Min IH	0.96	1.34	1.63	1.18	1.21	1.59	1.38	1.29	1.61	1.4	1.74	1.4				0.96

NOTES:

- Filter No. 1 was taken off-line on October 17, 2022 for refurbishment and put back into service on May 17, 2023.
Filter No. 3 was removed from service on November 6, 2023 for refurbishment. Work is on-going into 2024
- Filters will backwash if turbidity reaches 0.7 NTU and will shut down (callout and filter to waste) at 1.0 NTU. In 2022, the filters shut down during all high turbidity events.
- CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.30 mg/L to ensure primary disinfection is achieved. No CT calculations were required during the reporting period.

Subject: Request for Proposal Award – NL
and Haileybury Landfill Monitoring
(5-year Agreement)

Report No.: PW-007-2024

Agenda Date: March 5, 2024

Attachments

Appendix 01: Submission Evaluation

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2024; and
2. That Council hereby directs staff to prepare the necessary by-law to enter into a five (5) year agreement with D.M. Wills Associates Ltd., to provide annual monitoring services at the New Liskeard and Haileybury Landfill Sites, in the amount of \$308,975.00 plus applicable taxes (five-year total), for consideration at the March 19, 2024 Regular Council meeting.

Background

In accordance with the respective Environmental Compliance Approval's (ECA) for the New Liskeard and Haileybury Landfill Sites, annual surface/groundwater and gas monitoring is required. In addition, the monitoring is to be compiled into an annual report that is to be submitted to the Ministry of Environment, Conservation and Parks.

Historically, the required services have been provided by professional environmental engineering consultants through 5-year agreements. Since 2018, Council has approved the extension of the contract on numerous occasions with the current environmental engineering firm. The extensions were recommended by staff as this firm was also providing the City with environmental engineering services related to the opening of the New Liskeard Landfill and many components of the 2 projects overlapped.

In 2018 the Haileybury Landfill Site Closure Plan was approved by the Ministry and became part of the landfill's ECA requirements. This document outlines the requirements associated with the monitoring of the Haileybury Landfill.

In 2021 the New Liskeard Surface/Groundwater and Gas Monitoring Program was approved by the Ministry through the ECA process.

In October of 2023, the New Liskeard Landfill opened, and the Haileybury Landfill stopped accepting waste. With the new monitoring requirements in place for both Landfills, Request for Proposal PW-RFP-002-2024 - NL and Hail Landfill Monitoring was released and closed on February 14, 2024.

Analysis

Four (4) submissions were received in response to PW-RFP-002-2024. All proposals were reviewed and evaluated in accordance with the evaluation criteria set out in PW-RFP-002-2024. After communication with DM Wills, the final costing for year 1 was adjusted due to a mathematical error to reflect the installation of monitoring wells and gas probes. The mathematical correction was completed in accordance with the City's Procurement Policy (By-law No. 2027-015, as amended). The submissions, with adjustment, are summarized with the 5-year total as follows:

Firm	Evaluation Score					Total	Fees
	Expertise	Staff	Schedule	Knowledge	Fees	Score	Excl. taxes
DM Wills	174	135	180	90	350	929	\$ 308,975.00
Pinchin	174	135	180	90	280	859	\$ 371,569.00
Blumetric	160	105	155	80	210	710	\$ 408,519.00
Enviro-eco	160	110	155	80	140	645	\$ 607,645.33

Based on the above, Staff is recommending that Council approve entering into a 5-year agreement with D.M. Wills Associates Ltd. to provide the required annual monitoring services at the New Liskeard and Haileybury Landfill Sites, for a total amount of \$ 308,975.00 plus applicable taxes.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Administrative Report PW-007-2024

- PW-RFP-002-2024 - NL and Hail Landfill Monitoring

Financial / Staffing Implications

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

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

This is a 5-year agreement. There have been appropriate funds included in the 2024 Solid Waste Operating Budget. Future budget requirements are summarized below:

Landfill Report	HLby Landfill	N.L. Landfill	Upset Limit
2024 Monitoring Report	\$ 18,135.00	\$ 77,680.00	\$ 95,815.00
2025 Monitoring Report	\$ 16,895.00	\$36,395.00	\$ 53,290.00
2026 Monitoring Report	\$ 16, 895.00	\$36,395.00	\$ 53,290.00
2027 Monitoring Report	\$ 16, 895.00	\$ 36,395.00	\$ 53,290.00
2028 Monitoring Report	\$ 16, 895.00	\$ 36,395.00	\$ 53,290.00
Totals (less HST):	\$ 85,715.00	\$ 223,260.00	\$ 308,975.00

Climate Considerations

The climate lens was used for climate considerations. Although there will be minimal impacts to GHG emissions directly related to this project, the data collected as a result of the landfill monitoring may be useful in identifying how to reduce emissions related to landfills.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager

Request for Proposal - Evaluation
PW-RFP-002-2024
Eng. Services – NL and Haileybury Landfill Monitoring
EVALUATION

CATEGORY	Score between 0 - 10				Criteria
	Pinchin	Enviro-eco	Blumetric	DM Wills	Weight
QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (20%)					
Past ability to successfully complete projects within timelines & budget;	48.00	48.00	48.00	48.00	6
Stability and reputation of firm;	36.00	32.00	32.00	36.00	4
Qualifications of support staff;	45.00	40.00	40.00	45.00	5
Qualifications of senior staff/project manager.	45.00	40.00	40.00	45.00	5
PROPOSED PROJECT MANAGER AND TEAM (15%)					
Past experience directing or involvement with similar projects;	45.00	30.00	40.00	45.00	5
Expertise	45.00	40.00	40.00	45.00	5
Understanding of proposed project.	45.00	40.00	25.00	45.00	5
COMPLETENESS AND SCHEDULE (20%)					
Availability of key staff;	45.00	40.00	40.00	45.00	5
Demonstrated customer service program	45.00	35.00	35.00	45.00	5
Methodology and Schedule;	45.00	40.00	40.00	45.00	5
Quality assurance program.	45.00	40.00	40.00	45.00	5
KNOWLEDGE OF CITY REGARDING THE PROJECT (10%)					
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area environment.	90.00	80.00	80.00	90.00	10
ESTIMATED FEES AND DISPERSEMENTS (35%)					
Cost estimates	280.00	140.00	210.00	350.00	35
Weighted Summary (Totals):	859.00	645.00	710.00	929.00	1000

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to authorize an agreement with D.M. Wills Associates Limited for professional engineering services to provide annual monitoring at the New Liskeard and Haileybury Landfill Sites

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-007-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law with D.M. Wills Associates Limited for professional engineering services to provide annual monitoring services at the New Liskeard Site (open) and Haileybury Landfill Site (closed), in the amount of \$308,975.00 plus applicable taxes (five-year total), for consideration at the March 19, 2024 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with D.M. Wills Associates Limited to provide annual monitoring services at the New Liskeard and Haileybury Landfill Sites, in the amount of \$308,975.00 plus applicable taxes (five-year total), a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk

DRAFT



Schedule “A” to

By-law 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

D.M. Wills Associates Limited

for annual monitoring services at the New Liskeard and Haileybury Landfill Sites

This agreement made this 19th day of March, 2024.

Between:

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

and

D. M. Wills Associates Limited
(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
Eng. Services – New Liskeard and Haileybury Waste Disposal Sites
Request for Proposal No. PW-RFP-002-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, and forming part of this Agreement; and
- c) Complete, as certified by the Manager of Environmental Services, all the work by **December 31, 2028.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Three-Hundred and Eight Thousand, Nine-Hundred and Seventy-Five Dollars and Zero Cents (\$308,975.00) 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 Engineer shall be deemed to have been received by the addressee if delivered to the individual or

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

The Consultant:

D. M. Wills Associates Limited

150 Jameson Drive
Peterborough, Ontario
K9J 0B9

The Owner:

City of Temiskaming Shores

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

The Manager of Environmental Services:

Manager of Environmental Services

City of Temiskaming Shores

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

Remainder of this page left blank intentionally

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

Signed and Sealed in
the presence of

D. M. Wills Associates Limited

Michael J. Lord, QA/QC Coordinator & Senior Advisor

Municipal Seal

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule “A” to

By-law No. 2024-000

Form of Agreement



Proposal for Professional Engineering Services

**Corporation of the City of
Temiskaming Shores**

**Request for Proposal
PW-RFP-002-2024
Eng. Services – New Liskeard and
Haileybury Waste Disposal Sites**

D.M. Wills Project Number 24-7579

D.M. Wills Associates Limited
Partners in Engineering, Planning and
Environmental Services
Peterborough

February 2024

**Prepared for:
The Corporation of the City of
Temiskaming Shores**



Table of Contents

1.0	Introduction	1
2.0	Project Approach.....	1
2.1	Scope, Cost, and Time Management	2
2.2	Communications Management	2
2.2.1	Availability of Key Staff Members	3
2.2.2	Knowledge of City	3
2.3	Quality Management	3
2.4	Health, Safety, and Environment Management	3
3.0	Proposed Project Team.....	4
3.1	Additional Resources	8
3.2	Sub-Consultants and Contractors	8
3.2.1	Laboratory Analytical Testing	8
3.2.2	Monitor Well and Gas Probe Installation	9
4.0	Selected Project Experience and Qualifications.....	10
5.0	Project Understanding	13
5.1	Waste Disposal Site Background Information.....	14
5.2	Project Objectives	15
6.0	Methodology	16
6.1	Startup Meeting, Background Review, and Annual Pre-Monitoring Meeting.....	17
6.2	Pre-Monitoring Site Visits	17
6.3	Field Program	18
6.4	Site Inspections	18
6.5	Groundwater Sampling	19
6.6	Surface Water Sampling	19
6.7	Landfill Gas Monitoring	20
6.8	Annual Topographic Survey – New Liskeard Waste Disposal Site.....	20
6.9	Laboratory Program	21
6.10	Quality Assurance/Quality Control	21
6.11	Field Monitoring Summary Report	21
6.12	Annual Monitoring Reports	22
6.13	New Liskeard Waste Disposal Site - Monitor Well and Gas Probe Installation	23
7.0	Project Schedule	25

8.0	Project Budget.....	27
9.0	Contracts and Agreements.....	31
9.1	Accessible Customer Service Training	31
10.0	Limitations and Assumptions	31
11.0	D.M. Wills Associates Limited.....	32
12.0	Closing	33

Tables

Table 1– Project Schedule Start-Up Meeting and Annual Pre-Monitoring Meeting.....	25
Table 2– Project Schedule Monitoring Field Program	25
Table 3– Project Schedule Annual Reporting	26
Table 4 – Monitor Well and Gas Probe Installation Program	26
Table 5– Cost Estimate Annual Monitoring and Reporting	28
Table 6– Cost Estimate Monitor Well and Gas Probe Installation	30
Table 7– Summary of Wills' Unit Rates for Professional Services	30

Appendices

Appendix A	- City of Timiskaming RFP Forms, RFP #PW-RFP-002-2024
Appendix B	- Project Team Curricula Vitae and Organization Chart
Appendix C	- Contractor Statements
Appendix D	- Environmental Monitoring Programs

1.0 Introduction

D.M. Wills Associates Limited (Wills) is pleased to provide this proposal for Professional Engineering Services for Waste Disposal Site (WDS) Annual Environmental Monitoring and Reporting Programs (Project). The Project understanding and Scope of Work have been developed based on the Request for Proposal (RFP) Document *PW-RFP-00202024 Eng. Services – NL and Haileybury Landfill Monitoring* and all associated addenda issued by The Corporation of the City of Temiskaming Shores (City). Our proposal includes services to carry out the Environmental Monitoring and Annual Reporting for the New Liskeard Waste Disposal Site (New Liskeard WDS) and the Haileybury Waste Disposal Site (Haileybury WDS) over a five-year term (2024 – 2028).

The Project is to commence with spring monitoring in 2024 and conclude with the submission of the 2028 Annual Monitoring Report (AMR) for both sites. Wills shall be the prime consultant and will be responsible for the completion and submission of all deliverables.

The RFP, with consideration to the above information, includes routine environmental and operational monitoring, monitor well and gas probe installations, and annual reporting.

The purpose of this proposal is to demonstrate our approach to and understanding of the Project and to outline the methodology that will be applied to accomplish the City's specific Project objectives. Our ultimate goal is to become your preferred Environmental Engineering Services partner.

2.0 Project Approach

Wills' approach to this Project will focus on providing excellent project management, value for money and a high-quality final product to the City. To accomplish this, Wills shall focus on the following key result areas:

- Scope, Cost, and Time Management.
- Communications Management.
- Quality Management.
- Health, Safety, and Environmental Management.

Our approach to each of these key result areas is described in detail in the sections below.

2.1 Scope, Cost, and Time Management

Scope, Cost, and Time Management are critical components of the Project management process. A Scope, Cost, and Time Management Plan will be developed by Wills for our use on the Project.

Wills' Scope of Work has been established based on the RFP, supporting documents, Addendum No. 1, and Addendum No. 2, and is discussed in detail in **Section 6.0** of this proposal.

The Wills Team has established a budget to address the Scope of Work identified by the City. The prices provided are a fixed fee for the noted Scope of Work. The Wills Project Manager will be responsible for managing the Project activities within the established budget. In accordance with the change management process, changes in the Scope of Work and budget must be expressly approved by the City prior to execution of any additional work. Invoicing will be completed by the Wills Project Manager on a monthly basis for the work completed during that period. Invoices will be accompanied with justification for payment (such as progress reports or deliverables). All invoicing will be completed in accordance with the formatting requirements specified by the City in the contract or purchase order.

The City has outlined key milestone dates within the RFP. Based on these key dates, Wills has prepared a detailed Project schedule for the completion of the Scope of Work. The Project schedule will be updated regularly, and progress will be reported to the City. Some flexibility has been built into the schedule to accommodate for unforeseen minor delays.

2.2 Communications Management

The Wills Team includes specialist sub-consultants and contractors, who shall report directly to Wills' Project Manager. To ensure seamless communication between the Wills Team and the City, a Communications Management Plan will be developed which outlines the reporting structures and communications protocols. The Communications Management Plan will focus on two main aspects:

1. Communications within the Wills Team.
2. Communications with the City.
3. Communication with the Ministry of Environment, Conservation and Parks (MECP), as required.

As with most projects, the majority of communications with the Wills Team will be via email and telephone. Wills does have the ability to conduct video conferencing, if required to facilitate meetings with the Wills Team.

The majority of communications with City staff shall be through the Wills Project Manager; however, where scope specific information is required, Wills shall facilitate

meetings or teleconferences between the City and any sub-consultants/contractors, if required.

2.2.1 Availability of Key Staff Members

Transparent communication and prompt responses are of the utmost importance to the Wills Team. Our Project Team is always readily available via phone, email, and video calls at the request of the City to discuss Project deliverables, progress, and to address any of the City's questions or concerns.

2.2.2 Knowledge of City

The Wills Team currently completes the environmental monitoring program for the Township of Chamberlain and has an ongoing partnership with the Municipality of Charlton and Dack, completing waste disposal site Annual Reports. Our survey team has conducted programs at both the Chamberlain and Charlton and Dack waste disposal sites and is knowledgeable and comfortable with the surveying environment of the City.

2.3 Quality Management

Wills recognizes the importance of established standards and that the responsibility for the overall Project quality belongs with the consultant.

A Quality Control Plan to monitor all activities within the Project will be initiated at the commencement of the Project. A technical review will be conducted at the completion of the critical stages of the Project and prior to issuing the deliverables. A Wills technical review will establish technical accuracy of the services and conformance of the technical standards and specifications.

Senior members of the Wills Team will undertake the Quality Control reviews. Those conducting the quality review will not have direct responsibility for the areas they are auditing but will have the authority to direct those having responsibility for the areas being reviewed to strictly adhere to the terms of reference set up by the Project Team. The quality reviews monitor work carried out in accordance with the terms of reference and all records will be maintained accordingly. The Quality Auditor and the Project Manager are responsible for taking action on any necessary design modifications. These Quality Assurance actions will also be recorded internally at Wills and made available to the City, upon request.

2.4 Health, Safety, and Environment Management

Wills has an ongoing commitment to ensuring the health and safety of its workers and protecting workers from injury or occupational hazards in all company activities. As part of this commitment, Wills makes every effort to provide a safe and healthy work environment.

At Wills, managers and supervisors are held accountable for the health and safety of workers under their supervision. Managers and supervisors are subject to various duties in the workplace, including the duty to ensure that equipment is safe and that workers work in compliance with established safe work practices and procedures.

We have an active Joint Health and Safety Committee with corporate policies to address workplace hazards, including working around water and highway traffic.

Wills takes responsibility for the development and implementation of a plan for worker safety (including contact information), safety to the traveling public and the procurement of necessary work permits. We will provide traffic control and protection plans, as required.

Upon award of the Project, Wills will provide our Health and Safety Policy, WSIB Clearance Certificate and Injury Summary Report, Insurance information and Violence and Harassment Policy.

3.0 Proposed Project Team

To ensure the successful completion of this Project, we have assembled a Project Team that provides the necessary experience and expertise to complete the work efficiently and professionally. Wills shall be responsible for the overall project management, including management of all contractors and sub-consultants.

The Project Team curricula vitae and the Organization Chart are provided in **Appendix B** and biographies of the key staff members are provided below. The staff members listed below are the actual staff members that will be assigned to the job.

Ian Ames, M.Sc., P. Geo. – Project Manager & Environmental Geoscientist

As Project Manager and Competent Environmental Practitioner (CEP), Ian Ames will be the primary contact and will ensure that all Project objectives are achieved within the agreed upon schedule and budget. Ian will communicate with the Town to confirm the schedule of tasks, WDS observations, and relay field data, as required. As Project Manager, he will be responsible to effectively initiate, plan, monitor, and control the Project, and ensure the quality of all deliverables to industry standard and the applicable guidelines (As detailed in **Section 6.0**).

Mr. Ames is a registered Professional Geoscientist and has completed a bachelor's degree in geological science, as well as a master's degree in applied geology, from Queen's University. His experience includes geotechnical and environmental investigations and analyses, hydrogeology, geological mapping, and mineral exploration. Mr. Ames has experience with hydrogeology and subsurface site characterization project work, including groundwater characterization and impact assessments. Mr. Ames has considerable experience conducting subsurface investigations in support of environmental, geotechnical, and mining applications. He

has completed hydrogeological studies of varying complexity and is knowledgeable in soil and groundwater sampling procedures and analyses. Mr. Ames has experience in contaminant management investigations and has practical experience in landfill waste delineation in support of closure plans, and reconnaissance drilling and test pit investigations to evaluate prospective landfill sites. Mr. Ames has worked on a variety of municipal landfill Projects at Wills. These Projects include landfills in the Municipalities of Charlton and Dack, Chamberlain, Kearney, Magnetawan, Ewanturel, West Nipissing, Asphodel-Norwood, the City of Peterborough (Peterborough Organics Facility), and Matachewan. His role in these various Projects includes management and supervision of field staff, report writing, data collection and analysis, as well as the completion and coordination of various field activities.

Ralf Bolvin, P. Eng. – Competent Environmental Practitioner

Ralf Bolvin is a Registered Professional Engineer and CEP who has completed a master's degree from Polytech Sorbonne in Paris, France. Fluently bi-lingual, Mr. Bolvin's professional expertise centres on environmental site assessment and remediation. He has successfully implemented major land reconversion projects of formerly heavily industrialized areas around Paris. Mr. Bolvin's experience has included the design and implementation of groundwater and soil remediation projects using various methods such as dig and dump, soil vapour extraction, multi-phase extraction, and in-situ chemical oxidation. He has been responsible for the oversight of field investigations and on-site sampling, characterizing and delineating contaminants in soil and groundwater, and selecting appropriate remediation methods for clients in the public, industrial, and construction sectors.

Michael J. Lord, B.A., Dipl. ET – QA/QC Coordinator & Senior Advisor

Michael J. Lord will be the QA/QC Coordinator for the Project and will review all deliverables for compliance with the RFP, Conditions contained in each Environmental Compliance Approval (ECA) and Certificate of Approval (C of A), and the MECP *Monitoring and Reporting for Waste Disposal Sites - Groundwater and Surface Water Technical Guidance Document* (MECP Guidance Document).

As Director, Vice President, and Manager of Environmental Services, and with over 30-years of experience, he has completed more than 1,000 Projects on behalf of clients in both the municipal and private sectors. He has extensive experience coordinating multi-disciplinary teams of engineers, scientists, and planners to complete both small and larger, more complex, environmental compliance and facility design Projects. On behalf of numerous municipal clients, Mr. Lord has completed peer reviews, attended hearings, and provided expert testimony to defend his technical interpretations and analyses. Mr. Lord has been qualified as an expert in municipal solid waste management, environmental assessment, environmental site assessment and environmental impact assessment by the Ontario Municipal Board (now OLT). His organizational and facilitation skills have been used with success to achieve client objectives under very restrictive time and budget constraints.

For more than 30 years, Mr. Lord has provided professional waste management services to upper tier and most lower tier municipalities in Peterborough, Hastings, Victoria, Haliburton, Renfrew, Muskoka, and Northumberland counties, as well as worked on a variety of municipal landfill Projects at Wills. These Projects include landfills in the Municipalities of Charlton and Dack, Chamberlain, Kearney, Magnetawan, Evanturel, West Nipissing, Asphodel-Norwood, the City of Peterborough (Peterborough Organics Facility), and Matachewan.

Mr. Lord has managed more than 500 municipal solid waste projects including: annual monitoring programs; closure plans; composting facility, transfer station and recycling depot designs; hydrogeological investigations; waste diversion studies; waste audits; design and operations reports; capacity studies; landfill optimization studies; landfill mining and reclamation; waste management strategic planning; and, liaison with all levels of government and various stakeholder groups on behalf of municipal clients.

Lynsey Tuters, B.A., Dipl. E.T., C. Tech – Lead Environmental Technologist

Lynsey Tuters will be the Lead Environmental Technologist and will be responsible for all field work, sampling, and measurements, and ensuring the fieldwork programs are conducted in a safe, timely manner, and in accordance with MECP guidelines and site specific ECA or C of A requirements.

Ms. Tuters holds a B.A. co-major degree in Sociology and Philosophy from Brock University, a journalism diploma from Niagara College, as well as an Environmental Technician Diploma from Fleming College. She has gained experience writing technical reports, collecting field and sampling data and has obtained her C. Tech. designation.

Ms. Tuters has ample experience with waste disposal site management work including conducting groundwater, surface water, and landfill gas monitoring programs; preparing annual operational and environmental monitoring reports, conducting hydrogeological assessments; preparing design, operation, and closure plans; and consulting with the MECP with regards to WDS compliance and development. Ms. Tuters has worked on a variety of municipal waste disposal site Projects at Wills. These Projects include waste disposal sites in the Municipalities of Charlton and Dack, Chamberlain, Kearney, Matachewan, Evanturel, the City of Peterborough (Peterborough Organics Facility), and Asphodel-Norwood.

Chris Ostic, B.Sc. – Environmental Field Technologist

Chris Ostic will support the Lead Environmental Technologist during all aspects of the Annual Monitoring Programs. Mr. Ostic holds a B. Sc. In Geography and Environmental Science with an Interdisciplinary Minor in Sustainability from McMaster University. In addition, Mr. Ostic holds an Environmental Technician Diploma from Centennial College.

Mr. Ostic has experience providing oversight for landfill monitoring and site inspections, environmental and geotechnical drilling, stratigraphic logging and groundwater sampling, aquifer and hydraulic testing, land surveying, slope stability assessments, designated substance sampling, and associated data analysis and technical report writing.

Mr. Ostic has worked on a variety of municipal waste disposal site Projects at Wills. These Projects include waste disposal sites in the Municipalities Kearney, Matachewan, and Asphodel-Norwood.

Michael Kylie – Construction Surveyor

Michael Kylie has over 12 years of experience in the construction industry. In 2012, Michael obtained his Geomatics Technician Diploma from Sir Sandford Fleming College in Lindsay, ON. Upon graduation, Mr. Kylie was hired as a survey assistant with J.D. Barnes Ltd. in Markham, ON. Mr. Kylie continued working as a Survey Assistant and would progress and continue to work as a Survey Crew Chief over a 6-year period in the Greater Toronto Area. As a Survey Crew Chief, Mr. Kylie was responsible for the overall success and safety of a three-person survey crew. He eventually relocated back to the Peterborough area where he would continue to work for J.D. Barnes Ltd., primarily completing legal surveys and large boundary retracements.

In 2019, Mr. Kylie was hired as the resident Construction Surveyor for D.M. Wills Associates Limited, through their Construction Administration team. In his current role as a Construction Surveyor, Mr. Kylie manages all survey related work activities offered through the Construction Administration team by regularly providing detailed cost estimations and support for multi-disciplinary projects and proposals, maintaining exceptional communication with project managers, clients and contractors, completes detailed preliminary and as-built topographic surveys/verifications and by ensuring all survey equipment/materials are in good working condition. Mr. Kylie specializes in producing consistently accurate and reliable survey information using conventional survey equipment and CAD software.

Mr. Kylie has provided surveying services on a variety of municipal waste disposal site Projects at Wills. These Projects include waste disposal sites in the Municipalities of Charlton and Dack, Chamberlain, Kearney, Evanturel, the City of Peterborough (Peterborough Organics Facility), and Asphodel-Norwood.

Marybeth Jolicoeur, C. Tech – Senior Designer

Marybeth Jolicoeur will assist with field data interpretation, as well as AutoCad and other design work including creating groundwater contours, accurate WDS figures, and evaluating the cumulative capacity and waste volumes using the survey data.

Ms. Jolicoeur worked for nine years as an Environmental Technologist and was the senior field surveyor and AutoCAD operator for the purpose of determining volumes used, volumes remaining and remaining site life as well as creating final site designs for

over 40 waste disposal sites for many municipalities. Her responsibilities also included staking the site design limits, setting grade and overseeing the construction. AutoCAD was used to calculate site volumes and create groundwater contours from groundwater elevations to determine groundwater flow direction and gradient. Ms. Jolicoeur has written Design and Operations Plans as well as Closure Plans and Transfer Station Design and Operations Reports. She was also responsible for writing AMRs for submission to the MECP, which included groundwater, surface water analytical interpretation, groundwater flow direction, site operations, conclusions and recommendations.

3.1 Additional Resources

As a multi-disciplined engineering, land use planning, environmental, construction administration, and project management consulting firm, and with over 80 full-time staff, Wills is able to assign additional staff to the Project as required, to ensure that the Project remains on schedule.

Under the guidance of Mr. Lord, the Environmental Services Department employs experienced project managers, environmental planners, biologists, technicians, and professional geoscientists and engineers that are available to support the Project Team, as required.

3.2 Sub-Consultants and Contractors

Wills will retain and collaborate with the following accredited sub-consultants and contractors to ensure the quality execution of Project deliverables.

3.2.1 Laboratory Analytical Testing

Wills requested quotes from accredited laboratories to complete the laboratory analysis on the groundwater and surface water samples collected during the annual Environmental Monitoring for both WDSs. Based on costing received by Wills, the following laboratories have been selected to conduct the annual laboratory analysis for each WDS.

Caduceon Environmental Laboratories – Kingston, Ontario

Caduceon Environmental Laboratories (Caduceon) is accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) under CALA Membership Number 11002728. Caduceon is accredited for the analyses outlined in the environmental monitoring programs for the WDSs. Caduceon has been selected as the laboratory for the groundwater, surface water, and residential well laboratory analytical program for the New Liskeard WDS.

SGS Canada Inc. – Lakefield, Ontario

SGS Canada Inc. (SGS) is accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) under CALA Membership Number 101999. SGS is accredited for the analyses outlined in the environmental monitoring programs for the WDSs. SGS has been selected as the laboratory for the groundwater, surface water and residential well laboratory analysis for the Haileybury WDS.

Laboratories have a contract commitment to a five-to-ten-day turnaround time for laboratory analytical results. It should be noted, however, that during peak landfill monitoring seasons, laboratories may take up to two weeks to provide analytical results due to high demand. Wills has considered this potential time delay into our deliverables schedule.

3.2.2 Monitor Well and Gas Probe Installation

Cablewave Utility Services – Hallowell Monitor Well & Gas Probe Installation Private Locator

Cablewave Utility Services is based in Sudbury, Ontario, and has been providing locating services since 2014. With respect to utility service locates, Wills has recently worked closely with Cablewave on a subsurface investigation at a waste disposal site in Matachewan, Ontario. Their team has been found to be responsive, thorough, and trustworthy.

Landcore Drilling

Landcore Drilling (Landcore), located in Chelmsford, Ontario, specializes in environmental and geotechnical drilling. Staff at Wills and Landcore have worked together on multiple drilling programs, including the installation of monitor wells at the Matachewan WDS.

Demora Construction Services

Demora Construction Services is located in New Liskeard, Ontario and will be retained to deliver the water supply during the bedrock coring activities for the monitor well and gas probe installation program.

Documentation stating they have reviewed all parts of the detailed project schedule where their skills or expertise are required, and are able to meet the timelines-milestones provided in the detailed project schedule for the monitor well and gas probe installation program, is included in **Appendix C**.

4.0 Selected Project Experience and Qualifications

In recent years, Wills has completed numerous Projects very similar in scope and complexity to this Project. The following Projects are included to demonstrate the range of the Wills Team's experience as it relates to waste disposal site environmental monitoring, reporting, and compliance and should not be considered an exhaustive list of Projects. Client references are also provided.

Waste Management Consulting and Reporting, Township of Asphodel-Norwood

Client Contact: Peter Deshane
Manager of Public Works & Environmental Services
Township of Asphodel-Norwood
(705)639-5343, pdeshane@antownship.ca

Wills has been conducting the annual environmental monitoring and reporting programs for two waste disposal sites (one closed and one transfer station) within the Township of Asphodel-Norwood since Spring 2022. In addition to the annual monitoring and reporting, Wills prepared an updated Design, Operations and Closure Report for the Norwood Transfer Station and facilitated an ECA amendment to recognize the ongoing transfer station operations at the site. Wills' Project Team for this project includes Ian Ames (Project Manager), Mike Lord, Lynsey Tutters, Marybeth Jolicoeur, Michael Kylie, and Chris Ostic.

Waste Disposal Site Environmental Monitoring and Reporting, Town of Kearney

Client Contact: Cindy Filmore
Acting Clerk
Town of Kearney
(705)636-7029, cindy.filmore@townofkearney.ca

Wills has been conducting the annual environmental monitoring and biennial reporting program for the Kearney Transfer Station since 2016. Wills' Project Team for this project includes Ian Ames (Project Manager), Mike Lord, Lynsey Tutters, Marybeth Jolicoeur, and Chris Ostic.

Matachewan Waste Disposal Site Consulting Services, Township of Matachewan

Client Contact: Cheryl Swanson
CAO/Clerk-Treasurer
Township of Matachewan
705-565-2274, clerktreasurer@matachewan.ca

Wills began working with the Township of Matachewan in 2020. Our ongoing partnership with the Township includes updating the waste disposal site's Design and Operations Plan, MECP regulatory compliance consultation, conducting a hydrogeological assessment of the site, and developing the site's environmental

monitoring program. Wills' Project Team for this project includes Ian Ames (Project Manager), Mike Lord, Lynsey Tutters, Marybeth Jolicoeur, Michael Kylie, and Chris Ostic.

Waste Disposal Site Environmental and Operational Monitoring, Township of Chamberlain

Client Contact: Jon Schenk
Public Works Superintendent
Township of Chamberlain
705-544-7525, pws@chamberlaintownship.com

Wills has been working with the Township of Chamberlain since 2019, conducting the annual environmental monitoring program and preparing the biennial monitoring reports. Wills is also working with the Township to update their operations at the WDS to achieve greater waste volume capacity and streamline the development of the WDS. Wills' Project Team for this project includes Ian Ames (Project Manager), Mike Lord, Lynsey Tutters, Marybeth Jolicoeur, Michael Kylie, and Chris Ostic.

Peterborough Organics Facility, Peterborough County-City Waste Management Facility, Township of Otonabee-South Monaghan

Client Contact: Don Briand
Manager, Waste Operations
City of Peterborough
705-875-7813, dbriand@peterborough.ca

As an example of our experience with more complex waste management facilities, Wills completed all funding applications, consultation, studies, and investigations to support the preliminary and detailed design of the Peterborough Organics Facility, on behalf of the City of Peterborough. Wills' Project Team for this project includes Mike Lord (Project Manager), Ian Ames, and Lynsey Tutters.

Following Wills preparation and submission of three ECA applications (Waste, Air & Wastewater), the facility was approved by the MECP in 2023. Wills is currently completing Construction Administration and full-time on-site inspection while the facility is under construction.

With \$6.1 million in support from the federal government's Low Carbon Economy Fund, the facility is approved to receive a maximum of 45,000 tonnes per year and temporarily store up to 17,000 tonnes. The facility is operated by the City and is located adjacent to the northern boundary of the existing Peterborough County-City Waste Management Facility (Bensfort Road Landfill Site), in the Township of Otonabee-South Monaghan.

Wills completed a site selection process to identify candidate properties with access to three phase power and year-round road access; and with consideration for existing

and surrounding land uses, distance to sensitive receptors, railways and overhead utilities, and environmental constraints such as natural heritage features and existing aggregate resource areas.

The City selected the Gore® System, including the Gore® Cover and ancillary equipment as the preferred composting technology. The Gore® System is proven technology, accepted by the MECP, and is used successfully at several sites in Ontario.

Along with the Gore® System, Wills designed additional infrastructure, as follows:

- Site entrance shared with the Bensfort Road Landfill Site.
- Emergency entrance off Bensfort Road.
- Negative pressure receiving building and preparation area, including bio-filter to mitigate odours.
- Office building and maintenance shop.
- Active composting area (Gore® System).
- Leaf and yard waste open air, windrow composting area.
- Compost screening and curing area.
- Finished compost storage area.
- Stormwater management pond.
- Compost leachate collection system for conveyance to the existing Bensfort Road Landfill Site leachate collection system, and treatment by the City of Peterborough Water Pollution Control Plant.
- 30 metre buffer area (setback) from property line and natural heritage features.
- Visual screening from surrounding properties via berms and plantings.

The development process for the facility included:

Phase 1: Permitting and Approvals

- Preliminary design elements.
- Public consultation and Indigenous Community engagement.
- Completion and submission of the planning applications.
- Completion and submission of the Environmental Compliance Approval applications and supporting documentation.

Phase 2: Detailed Design and Tendering

- Civil engineering elements, including water supply and sanitary sewage disposal.
- Structural engineering elements, including on-site buildings, concrete slabs, and Gore® System bunkers.
- Electrical and mechanical engineering elements, including on-site lighting, building HVAC systems, and odour control system.
- Process engineering elements, including leachate collection and conveyance.
- Preparation of the Tender Package, including contract documents, drawings, and specifications.

Phase 3: Construction and Commissioning

- Pre-construction activities.
- Facility construction.
- Construction administration and inspection.
- Facility Commissioning and Close-out Activities.

5.0 Project Understanding

The following documents were provided to Wills and reviewed to support the preparation of this proposal:

- PW-RFP-00202024 Eng. Services – NL and Haileybury Landfill Monitoring.
- Haileybury Landfill Site Closure Plan, prepared by exp Services Inc., dated December 29, 2016.
- 2022 Annual Groundwater and Surface Water Monitoring Report Haileybury Waste Disposal Site, WSP E&I Canada Limited, dated April 2023.
- Haileybury C of A No. A570402, issue date of December 18, 2009 & October 9, 2018 amendment.
- Surface and Groundwater Monitoring Program New Liskeard Waste Disposal Site, Wood Environmental & Infrastructure Solutions effective 2022, WSP E&I Canada Limited, dated November 24, 2020 (New Liskeard Monitoring Program).
- 2022 Annual Groundwater and Surface Water Monitoring Report New Liskeard Waste Disposal Site, WSP E&I Canada Limited, dated April 2023.
- New Liskeard WDS ECA No. A-500-1115044194, issue date December 2, 2021.
- Addendum #1 issued January 26, 2024.
- Addendum #2 issued February 6, 2024.

5.1 Waste Disposal Site Background Information

A brief description and relevant details for each WDS are included below.

New Liskeard Waste Disposal Site – ECA No. A-500-1115044194

Address: 704165 Rockley Road, New Liskeard, Ontario

- Natural attenuation WDS located within a former limestone quarry, owned and operated by the City.
- Reported to have been in operation for more than 90 years.
- Approved for the disposal of solid domestic and commercial non-hazardous wastes.
- The original C of A No. A571505 specified an Approved Waste Disposal Area (AWDA) of 2.02 hectare (ha) within a total site area of 32 ha.
- It has been reported that historical waste extends outside of the AWDA increasing the footprint to approximately 5.9 ha.
- The Contaminant Attenuation Zone (CAZ) for the WDS was approved in the April 17, 2007, C of A Amendment.
- The WDS ceased accepting waste in June 2009, at which time final waste contours were achieved, and the WDS has since been inactive.
- The C of A was amended in 2012 to allow for the construction of solar panels within the CAZ. Construction activities were initiated in 2013.
- The current ECA was issued on December 2, 2021, and allows for an AWDA of 7.7 ha within a total site area of 32 ha, with a Theoretical Maximum Approved Capacity (TMAC) of 366,845 cubic metres (m³).
- Addendum No. 1 provided the following details:
 - All construction activities for the expansion of the WDS were completed in October 2023.
 - The WDS became fully operational on October 17, 2023.
- The Environmental Monitoring Program (Monitoring Program) including the field program, groundwater and surface water quality compliance evaluation, landfill gas assessment, and reporting requirements are to be conducted in accordance with the site-specific ECA, as detailed in the New Liskeard Monitoring Program), dated November 2020 prepared by Wood Environmental & Infrastructure Solutions. (effective 2022, WSP E&I Canada Limited).
- Additional monitor wells and gas probes are necessary to facilitate execution of the approved Monitoring Program for the WDS. Details for this component of the Project are provided in **Section 6.13**.

Haileybury Waste Disposal Site – C of A No. A570402

Address: Dump Road, Cobalt, Ontario

- A natural attenuation landfill site.
- Original C of A was issued to the Town of Haileybury in 1974 for the operation of the landfill.
- An amendment was issued in November 1998, November 2009, and in December 2009 to allow for an AWDA of 5.8 ha within a total site of 32.4 ha with a TMAC of 470,000 m³.
- In 2011, the MECP concluded that the WDS had exceeded the Reasonable Use Criteria (RUC) in the groundwater at the property boundary.
- In 2013 the City purchased 28 ha to extend the CAZ to meet the RUC at the property boundary.
- The WDS reached its TMAC in 2021. Due to emergency circumstances and as approved by the MECP, the WDS continued to accept waste until October 17, 2023.
- Addendum No. 1 provided the following details:
 - The Closure Plan received MECP approval on October 8, 2018.
 - Closure activities have not commenced at the WDS. Procurement for all closure activities will be conducted in February/March of 2024, with work to begin in spring or early summer.
- The Monitoring Program including the field program, groundwater and surface water quality compliance evaluation, landfill gas assessment, and reporting requirements are to be conducted in accordance with the site-specific C of A and the *Haileybury Landfill Site Closure Plan*, dated August 1, 2018, prepared by exp Services Inc.

5.2 Project Objectives

Based on our review of the RFP, addenda, and our understanding of the WDSs, we have identified the following principal objectives for the Project:

- Conduct the Monitoring Programs in accordance with the site-specific ECA and C of A over a five-year term (2024-2028).
- Conduct a monitor well and gas probe installation program for the New Lisheard WDS in 2024.

We understand that the City's expectations of the successful consultant in completion of this assignment are as follows:

- Meeting the Council's approved budget every year.
- Identifying issues and providing recommendations to maintain site compliance.

- Meeting the site-specific ECA/C of A reporting requirements and deadlines.
- Reducing the overall burden of the waste management infrastructure on the City by reviewing the environmental monitoring programs and current site operations, and recommending improvements and/or cost reductions, where appropriate.
- Wills understands through our review of the addenda documents that the Monitoring Program for the Haileybury WDS can be reassessed as years following closure activities increase. Wills has prepared our budget on the assumption that the Monitoring Program will remain consistent through the five-year term; however, we will strive to achieve cost savings where appropriate through the continuous evaluation of the established Monitoring Program's effectiveness.

6.0 Methodology

Wills has developed a detailed Scope of Work for this Project based on the requirements of the RFP. The detailed Work Plan, Project Schedule, and Project Budget are described below.

The Monitoring Programs will be completed in accordance with the RFP, C of A/ECA documents, and based on *Monitoring and Reporting for Waste Disposal Sites - Groundwater and Surface Water Technical Guidance Document*, MECP, Operations Division (November 2010). In addition, our work will be conducted based on MECP regulatory guidance documents including the *Guidance Manual for Landfill Sites Receiving Municipal Waste* (MECP, 1993; MECP, 1999).

Following a review of past monitoring results, recommendations for each WDS will be provided which may lead to improvements, increases in efficiency, and/or cost reductions for the City.

All collected water samples will be analyzed for parameters as outlined in Monitoring Program by Caduceon and SGS environmental analytical laboratories accredited by CALA.

For the purposes of this proposal, we have divided our work plan into the following phases, in consideration of the RFP document:

- Startup Meeting and Background Review.
- Field Program – Operational and Environmental Monitoring.
- Laboratory Program.
- AMRs.
- Monitor Well and Gas Probe Installation.
- Dynamic Evaluations, Communications, and Post-Consultation.

6.1 Startup Meeting, Background Review, and Annual Pre-Monitoring Meeting

The Project Manager will meet in person or virtually with City representatives upon notification of award to confirm lines of communication, confirm our understanding of the scope of work, and to provide for the exchange of required information. The startup meeting will provide an opportunity to formally introduce the City's Team to the Wills Project Manager. The startup meeting will also serve to confirm the City's requirements and expectations and clarify any items in our proposal.

The following items will be reviewed in detail at the meeting:

- Insurance documents (including WSIB) submitted by Wills.
- WHMIS and Health and Safety documentation provided by Wills.
- Signed Agreement and document exchange.
- Project scheduling confirmation.
- Review any on-going work tasks that may need to be adjusted (number of monitor wells, surface water stations, parameters, etc.).
- Review all available background information, including previous AMRs, MECP Site Inspection Reports, etc.
- Identify any issues or concerns by the City that may require the support of Wills.

Following the receipt of all necessary background documents pertaining to each WDS, the Wills Team will complete a thorough review of all material prior to the spring 2024 monitoring events to ensure that we are prepared to conduct the monitoring activities in compliance with ECA/C of A requirements.

Furthermore, in the spring of each year (2024-2028), Wills Project Manager will conduct a brief meeting with City staff to maintain open lines of communication, relay necessary information, and discuss any concerns prior to the commencement of the spring monitoring events.

6.2 Pre-Monitoring Site Visits

A comprehensive review of the Haileybury WDS will be undertaken by the Wills Team prior to the spring 2024 monitoring event. The WDS site visit will document property and equipment conditions, security and accessibility requirements, and any deficiencies with respect to the physical condition, regulatory requirements, and best practices.

Please note, Wills has not included fees for a pre-monitoring site visit at the New Liskeard WDS as the monitor well and gas probe installation program will provide an understanding of the WDS conditions.

6.3 Field Program

Wills' proposed Monitoring Programs were developed on the basis of information provided in the RFP document, historic AMRs, and the site-specific ECA/C of A requirements. The City will be notified at least one week prior to initiating any anticipated fieldwork.

The detailed Monitoring Programs are included in **Appendix D**.

6.4 Site Inspections

As part of Wills' work program, qualified staff will conduct WDS inspections at each WDS and include all elements detailed in the in the ECA and C of A annual reporting requirements. WDS inspections will occur concurrently with each environmental monitoring event at each WDS. If any concerns are noted, Wills will notify the City within 24 hours to report the findings. The site inspection will include field observations and documentation to characterize current operational and facility conditions. Site inspection efforts will include (but not be limited to):

- Current operational details, hours of operation, security, waste storage and limit conditions, servicing area characterization
- Review of documented complaint/emergency responses.
- A review of daily logs, site documents and interviews with site personnel, if required.
- Assess the condition of each monitor well; fencing, gates, signs, containers.
- Identify the presence of leachate seeps; settlement; stressed vegetation; erosion issues; conditions of the banks of nearby watercourses.
- Other observations or items specifically identified in the C of A/ECA for each WDS.
- Observations will be documented in the field notes and photographs will be taken during each monitoring event.
- The City will be notified of any findings that require immediate attention.

Wills will include the following WDS inspection findings in the Field Monitoring Summary Report (discussed in **Section 6.11**):

- Regulatory related issues.
- Areas for needed repairs.
- Equipment and systems requiring replacement or upgrading, if any.

6.5 Groundwater Sampling

The sampling events and frequencies outlined in the proposed monitoring programs, will follow the scope outlined below:

- Upon award, groundwater monitor well locations and site descriptions will be reviewed in detail to identify and assess location conditions, potential inefficiencies, and where dedicated sampling equipment is required to be replaced.
- Prior to sampling, groundwater levels will be obtained and recorded at each location, and three wellbore volumes will be purged (with the exception of residential wells) to ensure representative groundwater samples can be collected.
- Monitor wells will be photographed and assessed for damage or access issues, and GPS coordinates will be collected in UTM format. Minor repairs will be completed during the monitoring event. Any additional equipment or visit costs for repair will require approval from the City prior to completion.
- At each monitor well, groundwater field parameters (pH, electrical conductivity, total dissolved solids, and temperature) will be measured using a handheld multi-parameter meter.
- Collection of groundwater samples will be conducted in accordance with MECP protocol to ensure that sample integrity is maintained. Dedicated laboratory-provided sample bottles will be used, and chain-of-custody procedures will be followed.
- Quality Assurance and Quality Control (QA/QC) samples will also be collected, to ensure analytical accuracy. The QA/QC program will be developed according to the MECP document, *Guidance on Sampling and Analytical Methods for use at Contaminated Sites in Ontario*, revised December 1996 and the MECP guidance document revised in January 2012 titled, *Landfill Standards: A Guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites*.

6.6 Surface Water Sampling

Wills' surface water sampling procedures are outlined below:

- Conduct a review of existing surface water stations.
- Surface water levels (if applicable) and flow rate estimates will be measured and recorded.
- All surface water stations will be photographed and assessed for damage or access issues, and GPS coordinates will be collected in UTM format.

- At each surface water station, surface water field parameters (pH, electrical conductivity, temperature, dissolved oxygen, and total dissolved solids) will be measured using a handheld multi-parameter meter.
- Collection of surface water samples will be conducted in accordance with MECP and Wills protocol to ensure that sample integrity is maintained. Dedicated laboratory-provided sample bottles will be used, and chain-of-custody procedures will be followed.
- QA/QC samples will also be collected, to ensure analytical accuracy. The QA/QC program will be developed according to the MECP document, *Guidance on Sampling and Analytical Methods for use at Contaminated Sites in Ontario*, revised December 1996 and the MECP guidance document revised in January 2012, *Landfill Standards: A Guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites*.

6.7 Landfill Gas Monitoring

During each monitoring event, monitor wells will be screened for methane (% Lower Explosive Limit [% LEL]) and combustible vapours (% LEL), using an RKI-Eagle II Gas Meter, calibrated for hexane. Results from the landfill gas monitoring will be provided and discussed in each AMR.

6.8 Annual Topographic Survey – New Liskeard Waste Disposal Site

As outlined in the ECA Section F, item 3 Annual Report, an annual topographic survey is required for the New Liskeard WDS to inform the existing site contours, areas of landfilling operation, annual waste volume calculations, and to determine the remaining site life. The WDS surveys will include:

- The survey will be conducted in fall of each reporting year, in conjunction with the Monitoring Program.
- Survey, drafting, and evaluation work regarding quantification of landfill volumes will be conducted in-house by Wills' qualified and experienced staff.
- A Total Station and/or GPS (signal dependant) will be used for the WDS surveys.
- The survey will include information for; waste footprint of the WDS, top and bottom of slopes of the various waste piles, onsite buildings, entrance/exit gates, monitoring stations, laneways/driveways, and ground elevations throughout the WDS.
- Please note: Wills assumes the information from previous surveys/ECA's and that information for benchmarks and control points is accurate. Any visible monitor wells and structures on site will also be surveyed. Additional information including delineation of final or interim cover will be identified by visual observation and correspondence with City staff. If needed, Wills shall transfer offsite field data for alignment and elevation confirmation.

- Upon collection of the survey data, our Senior Designer will begin interpretation. Based on either an established base elevation or an assumed base grade, volume estimates will be completed to approximate the total air space consumed and the volume of both interim and final cover material that have been applied.
- An existing surface will be created in AutoCAD and will be compared to a previous surface to complete capacity calculations.
- Based on approved volumes obtained from ECAs, AMRs, and Operations Reports, estimates of remaining air space capacity will be calculated.
- Site location plans will be provided, as well as detailed topographic maps in both electronic and hard-copy format. In addition, Geo-referenced ESRI Shapefile layers displaying the landfills current and proposed future use can be included. Areas of final or interim cover will be delineated, and these areas will be differentiated, where possible.

6.9 Laboratory Program

Groundwater and surface water samples collected at each WDS will be analyzed at Caduceon and SGS for the parameters specified in the RFP, and applicable ECA and C of A, as well as the noted reports detailing the Monitoring Programs for each WDS. As detailed in the AMR requirements all chain of custody documentation will be provided to the City and Wills will ensure all hold times are respected. The detailed monitoring programs, **Appendix D**, includes the list of sampling locations, frequencies, and parameters as specified in the RFP and addenda.

6.10 Quality Assurance/Quality Control

Wills' QA/QC program for assignment deliverables ensures and verifies that an acceptable level of quality is achieved and maintained. It is the responsibility of the Project Manager and QA/QC Coordinator to implement and monitor the QA/QC program for sample, data, and report quality throughout the assignment. A series of Project deliverable checks and reviews will be conducted by the Wills Team to ensure accuracy, completeness, consistency, and safety.

Quality checks will be conducted by the accredited laboratory through confirmatory sample collection, data verification activities, and review of laboratory QA/QC data. The proposed laboratory QA/QC procedures include:

- Blind field duplicate samples (one per 10 samples).

6.11 Field Monitoring Summary Report

The Wills Team will provide the City with a brief Field Monitoring Summary Report within 14 business days of receiving the laboratory analytical results from each monitoring event. The Field Monitoring Summary Report will include the following information:

- A description of the tasks completed during the monitoring event.
- Any discrepancies and/or changes that were required due to health and safety, damage, or accessibility issues.
- A synopsis of any relevant findings.
- Trigger mechanism and environmental compliance results will be presented to the City in table format for review and to facilitate any required discussions.

6.12 Annual Monitoring Reports

The AMR for each WDS will be prepared in accordance with each sites ECA/C of A as well as the MECP document, *Monitoring and Reporting for Waste Disposal Sites - Groundwater and Surface Water Technical Guidance Document*, November 2010.

As per the RFP provided by the City, Monitoring Reports will be completed annually. Further details relating to Project timelines are included in **Section 7.0**.

The AMRs will be submitted in accordance with the new reporting guideline issued in 2014 to comply with the MECP requirements to facilitate timely responses to requests for changes to monitoring and reporting.

The AMRs provided by Wills to the City will be completed by an appropriate CEP. This requirement, in addition to the requirement for the completion of the document titled *Appendix D: Monitoring and Screening Checklist*, is to be included as part of the AMR submission in accordance with the MECP Technical Guidance Manual as updated in 2014 and required to be implemented as of January 2015.

The Monitoring and Screening Checklist found in Appendix D of the MECP document *Monitoring and Reporting for Waste Disposal Sites - Groundwater and Surface Water Technical Guidance Document* provides an overview of the findings of the AMR. The Monitoring and Screening Checklist will be included with each AMR aiding in the review process. The Monitoring and Screening Checklist and final version of the AMR are both signed and stamped by a CEP.

The AMRs will include the following information:

- A Development and Operations Section (New Liskeard WDS).
 - Wills expects that documentation summarizing accepted volumes of waste and recycling diversion volumes at the New Liskeard WDS will be provided for review and documentation in the AMRs.
 - At least one figure detailing the results of the WDS Capacity Survey with contour intervals presented at 0.5 m intervals. Survey data will be provided in a raw data format compatible with Autodesk products and/or ArcGIS. Capacity calculations and life expectancy will be detailed in the text of the AMR.

- The AMRs will document the WDS history and detail the timeline of events and significant changes.
- Description of applicable geological and hydrogeological conditions at each WDS.
- A description of all work performed at the WDS, including methodologies used.
- Lists of dedicated sampling equipment (tubing and foot valves) replaced during the routine monitoring events during the year.
- Summary of sampling protocols in relation to applicable guidance documents, including QA/QC procedures. Any limitations or issues that arise during sampling will be provided, including access issues, damaged monitoring stations, and anything that may have impacted sample reliability and accuracy.
- Data evaluation of the results compared to the applicable criteria including MECP B7 Reasonable Use Criteria (RUC).
- Data analysis for groundwater and surface water including discussions and recommendations to remain in compliance with the ECA/C of A and trigger mechanisms.
- Discussion of applicable information relating to the effectiveness of the CAZ.
- A summary of all analytical results in tabular format comparing the results to the appropriate criteria – Ontario Drinking Water Quality Standards (ODWQS) and the Provincial Water Quality Objectives (PWQO), Canadian Water Quality Guidelines (CWQG), and all trigger mechanisms.
- Time concentration graphs for leachate indicator parameters.
- WDS location plans.
- Photographs and maps of the WDS showing relative groundwater and surface water features, water table contours, groundwater elevations and flow direction, monitoring locations, and other WDS features.
- Final conclusions and recommendations, specifically relating to the Environmental Monitoring Program and the Operational Developments (if required) of the WDS.

Draft AMRs will be submitted to the City as detailed in **Table 2**, in accordance with the site-specific requirements . AMRs will be finalized once comments have been received from the City and resubmitted as a Final copy to the City no later than March 15 (Haileybury WDS) and June 31 (New Liskeard WDS) of the following year. As detailed in the RFP, AMRs may be submitted to the MECP on behalf of the City with authorization provided by City Staff.

6.13 New Liskeard Waste Disposal Site - Monitor Well and Gas Probe Installation

As part of the RFP and detailed in the New Liskeard Monitoring Program, the installation of six monitor wells, potential repair of one monitor well, and two gas probe installations

are required to facilitate the implementation of the updated Environmental Monitoring Program at the WDS. The locations are as follows:

- OW-26-II – shallow bedrock monitor well.
- OW-32-1 and OW32-11 – one overburden and one deep bedrock monitor well.
- OW-16-IV – one deep bedrock monitor well.
- OW-23-III – one deep bedrock monitor well.
- OW-11-II – potential repairs required.
- GP-01 – gas probe installation.
- GP-02 – gas probe installation.

It should be noted that an additional monitor well is included in the Monitoring Program, however, this monitor well is to be installed following completion of Cell 2 of the WDS Development Plan and can be addressed at that time. The monitor well and gas probe installation requirements are as follows:

- The supervision of the monitor well and gas probe installations will be completed by Wills staff, including the coordination of public and private locates to identify any potential underground infrastructure prior to drilling.
- Landcore Drilling will advance the boreholes and complete the installation of the monitor wells and gas probes to the proposed depths and at the selected locations as detailed in New Liskeard Monitoring Program document prepared by Wood and approved by the MECP.
- Wills staff will ensure that monitor wells are installed to facilitate groundwater characterization and gas probes are advanced to an appropriate depth to facilitate accurate characterization of landfill gas migration. Upon completion of the installations, appropriate documentation will be completed, including the submission of Well Records to the MECP as per Ontario Regulation 903, as amended.
- If any required alterations to the proposed monitor well and/or gas probe locations and/or depths are discovered through the installation process due to subsurface conditions, the City will be notified immediately.
- Wills will prepare a Technical Memo following the completion of the monitor well and gas probe installations, including borehole logs that detail the encountered stratigraphy and installation details.

7.0 Project Schedule

Wills is committed to meeting the scheduling expectations of the City. Based on an assumed award/start date of mid March 2024, we have prepared a detailed Project Schedule that outlines the Work Breakdown Structure and the important milestone dates. The proposed schedule will be maintained and updated as required throughout the Project. The Project Schedule is included in **Table 1** through **Table 4**.

Table 1– Project Schedule Start-Up Meeting and Annual Pre-Monitoring Meeting

Project Start-Up Meeting	Annual Pre-Monitoring Meeting
March 2024*	Annually in April 2025 – 2028

*Subject to award date of RFP

Table 2– Project Schedule Monitoring Field Program

WDS	Annual Environmental and Operational Monitoring			Topographic Survey
	Spring	Summer	Fall	
New Liskeard	May* 2024 – 2028	July* 2024-2028	October* 2024 – 2028	October* 2024 – 2028
Haileybury	May* 2024– 2028	July* 2024-2028	October* 2024 – 2028	Not applicable

*The City will be notified at least one week prior to each monitoring event. Monitoring events will occur between the 1st and 15th day of the identified month.

Table 3– Project Schedule Annual Reporting

WDS	Field Monitoring Summary Report	AMR Submission to City		AMR Submission to MECP
		Draft	Final	
New Liskeard	June 15*, August 15*, November 15* 2024-2028	May 31 2025-2029	June 31 2025-2029	July 31, 2025-2029
Haileybury	June 15*, August 15*, November 15* 2024-2028	February 15 2025-2029	March 15 2024-2028	March 31, 2025-2029

* Laboratory turnaround times vary between 5 to 10 business days from receipt of samples. Please note: during landfill monitoring seasons (spring, summer, and fall), laboratories often take a bit longer to return analytical results and a turnaround time of 15 days may be anticipated. Wills anticipates the provided Project Schedule is appropriate, as it accounts for potential laboratory delays.

Table 4 – Monitor Well and Gas Probe Installation Program

WDS	Task	Start Date	Completion Date
New Liskeard WDS	Public and Private Locate Requests	April 1, 2024	April 10, 2024
	Drilling Program including Monitor Well and Gas Probe Installation	April 15, 2024	April 20, 2024
	Technical Memo including borehole logs submission	May 10, 2024	

The project schedule will be reviewed annually with City staff and written approval will be obtained prior to making any changes. Wills' Project Manager will use the project

schedule to monitor and track project activities, project completion dates for deliverables, identify modifications to the schedule, and develop corrective actions.

Wills is prepared to meet all expected milestone dates, as identified in the RFP.

8.0 Project Budget

Wills has established our professional fees for the services to be provided as per our proposed work program. The detailed cost estimate for the Monitoring Programs is provided in **Table 5**. The cost estimate for the monitor well and gas probe installation program is provided in **Table 6**. The fee schedule shows all rates and prices in Canadian funds and itemizes HST separately. The hourly rates for Wills' staff are provided in **Table 7**.

Table 5– Cost Estimate Annual Monitoring and Reporting

WDS	2024	2025	2026	2027	2028	Total (2024-2028)
New Liskeard WDS						
Professional Fees	\$ 14,150.00	\$ 12,770.00	\$ 12,770.00	\$ 12,770.00	\$ 12,770.00	\$ 65,230.00
Laboratory Fees	\$ 20,265.00	\$ 20,265.00	\$ 20,265.00	\$ 20,265.00	\$ 20,265.00	\$ 101,325.00
Disbursements (travel, accommodation, meals, equipment maintenance/minor repair)	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 16,800.00
Total	\$ 37,775.00	\$ 36,395.00	\$ 36,395.00	\$ 36,395.00	\$ 36,395.00	\$ 183,355.00
Haileybury WDS						
Professional Fees	\$ 8,800.00	\$ 7,610.00	\$ 7,610.00	\$ 7,610.00	\$ 7,610.00	\$ 39,240.00
Laboratory Fees	\$ 7,245.00	\$ 7,245.00	\$ 7,245.00	\$ 7,245.00	\$ 7,245.00	\$ 36,225.00
Disbursements (travel, accommodation, meals, equipment maintenance/minor repair)	\$ 2090.00	\$ 2040.00	\$ 2040.00	\$ 2 040.00	\$ 2 040.00	\$ 10,250.00

Total	\$ 18,135.00	\$ 16,895.00	\$ 16, 895.00	\$ 16, 895.00	\$ 16, 895.00	\$ 85,715.00
SUB TOTAL	\$ 55,910.00	\$ 53,290.00	\$ 53,290.00	\$ 53,290.00	\$ 53,290.00	\$ 269,070.00
HST (13%)	\$ 7,268.30	\$ 6,927.70	\$ 6,927.70	\$ 6,927.70	\$ 6,927.70	\$ 34,979.10
TOTAL (incl. HST)	\$ 63,178.30	\$ 60,217.70	\$ 60,217.70	\$ 60,217.70	\$ 60,217.70	\$ 304,049.10

The above annual cost estimates include:

- Project management and client liaison.
- Field staff hours.
- Equipment maintenance.
- Annual topographic survey – New Liskeard WDS.
- Travel, accommodation, meals.
- Laboratory fees.
- Annual disbursements for minor equipment replacement (Waterra tubing, foot valves, well locks).
- Field Monitoring Summary Report preparation and senior review.
- AMR Preparation and senior review (including one round of updates based on City comments).

Table 6– Cost Estimate Monitor Well and Gas Probe Installation

New Liskeard WDS Monitor Well Installation	Fee
Project Management and Client Liaison	\$ 520.00
Private Locate Package – Cablewave Utilities	\$ 1,270.00
Drilling Contractor	\$ 28,755.00
Water Truck Contractor	\$ 1,575.00
Wills Fees	\$ 5,225.00
Technical Memo including borehole logs	\$ 1,030.00
Expenses	\$ 1,530.00
SUB TOTAL	\$ 39,905.00
HST (13%)	\$ 5,187.65
TOTAL (Incl. HST)	\$ 45,092.65

Table 7– Summary of Wills' Unit Rates for Professional Services

Wills Team Member Role	Hourly Rate
Administration	\$ 75.00
QA/QC Coordinator (Department Manager)	\$ 225.00
Project Environmental Technologist	\$ 110.00
Field Environmental Technologist	\$ 80.00
Project Manager	\$ 185.00
Environmental Engineer	\$ 125.00
Surveyor	\$ 125.00
Senior Advisor	\$ 225.00

* Rate for Travel Expenses: \$0.57 per kilometre.

Please note, the fees associated with the Monitoring Programs are based on Wills' current rate table and shall remain at these rates for the duration of the proposed project timeline.

9.0 Contracts and Agreements

The following Insurance provisions will be provided to the City within 10 days of notification of acceptance and prior to the commencement of work:

- **Commercial General Liability** – with coverage limits of no less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use.
- **Automobile Liability Insurance (If Applicable)** – with coverage limits of no less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, in respect to licensed vehicles owned or leased by Wills. The policy shall include City of Temiskaming Shores as an additional insured and containing a cross liability clause.
- **Workplace Safety and Insurance Board (WSIB)** - Wills confirms that upon contract award and prior to contract signing, it will provide a valid WSIB Certificate of good standing to the satisfaction of the City with validity updates as required.

All insurance policies referenced shall be maintained in good standing throughout the duration of the Agreement and will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry.

9.1 Accessible Customer Service Training

Pursuant to Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Wills ensures that all employees have received the training regarding the provision of goods and services provided to people with disabilities. All deliverables will meet AODA requirements.

10.0 Limitations and Assumptions

During the preparation of this proposal in response to the RFP published by the City, multiple limitations and assumptions have been identified that should be considered by the City. Limitations and assumptions identified pertaining to this RFP include, but are not limited to, the following:

- A requirement to conduct an annual topographical survey at the New Liskeard WDS. As such, existing elevation data in AutoCAD format is requested upon award of contract to assist with capacity and remaining life calculations.
- To properly assess trends for analytical data at groundwater and surface water stations, Wills assumes that at least three years of past monitoring data will be provided in MS Excel format for each WDS.

- In addition to the required one week notice for monitoring work, Wills requests that unhindered access be provided to each WDS. This may include providing a key for each WDS, which will allow for scheduling flexibility and expediting sampling.
- Wills has assumed that monitor well locations will be purged of three well bore volumes (as calculated using water levels and well depths), or until the well goes dry. We have assumed that after purging, the wells will recover that day and be ready for sampling.
- Pricing provided by Wills was based on the assumption that repairs to any groundwater monitor wells will be minor in nature. Additional costs may be incurred, with City prior approval, if major repairs or re-drilling of monitor wells is deemed necessary.
- Wills has assumed that 10% of the dedicated sampling equipment will require replacement over the course of the Contract. Repairs will be completed during routine monitoring events. A summary of replaced equipment will be provided in each AMR.
- Wills assumes that monitor wells and gas probes to be installed at the New Liskeard WDS are located in areas that are easily accessible for a track-mounted drill rig. Any restrictions to unencumbered access including trees or other obstacles will be the responsibility of the City to remedy.

11.0 D.M. Wills Associates Limited

D.M. Wills Associates Limited (Wills) is a privately owned, Canadian, multi-disciplinary consulting firm providing **Engineering, Environmental and Land-Use Planning Services**.

With offices in Peterborough and Bancroft, our team includes:

- Professional Engineers and Geoscientists
- Environmental Specialists
- Technologists and Technicians
- Registered Planners and Land Use Planners
- Construction Administrators
- Finance and Administrative Support Staff

Wills provides professional consulting engineering, environmental and land use planning services to public and private sector clients throughout Ontario and employs reliable, responsible and accountable business practices to ensure the highest level of customer satisfaction. Our ultimate goal is to be your preferred partner.

Local knowledge, sound technical resources and the dedication to quality enable Wills to offer reliable and cost-effective consulting solutions. We pride ourselves on

communicating effectively with our clients and offering the best quality professional service.

Wills provides comprehensive services in the fields of municipal, water resources, transportation and structural engineering. Wills further provides a full suite of Environmental and Land-Use Planning Services, as well as contract administration and Project management services to deliver Projects from conception to completion. Wills has been providing services to our valued clients for over 30 years.

12.0 Closing

Thank you for the opportunity to submit this Proposal for Professional Engineering Services. We believe that our proposal meets the requirements of the City and provides excellent value for the quoted fees. Our team has the necessary experience and knowledge to see this Project through to successful completion. It is our hope that ours will be the preferred team to carry out this Project. If additional information or clarification is required, we would be happy to meet with you to discuss the Project.

Appendix A

City of Timiskaming RFP #PW-RFP-002-2024 Forms



City of Temiskaming Shores
PW-RFP-002-2024
Eng. Services – NL and Haileybury Landfill Monitoring
Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, D.M. Wills Associates Limited
(Registered Company Name/Individuals Name)

Of, 150 Jameson Drive, Peterborough, ON, K9J 0B9
(Registered Address and Postal Code)

Phone Number: 705-742-2297 - Ext. 224 Email: mlord@dmwills.com

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

Monitoring Report	HLby Landfill	NL Landfill	Upset Limit
2024	\$ 18,135.00	\$37,775.00	\$ 55,910.00
2025	\$ 16,895.00	\$36,395.00	\$ 53,290.00
2026	\$ 16, 895.00	\$36,395.00	\$ 53,290.00
2027	\$ 16, 895.00	\$ 36,395.00	\$ 53,290.00
2028	\$ 16, 895.00	\$ 36,395.00	\$ 53,290.00
Totals	\$ 85,715.00	\$ 183,355.00	\$269,070.00
5 Year Agreement Total			\$269,070.00

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _1 and 2_ in preparing my/our proposal.

Bidder's Authorized Official: Michael J. Lord, B.A. Dipl. ET

Title: Vice President

Signature: 

Date: February 14, 2024

Form 1 to be submitted.

City of Temiskaming Shores
PW-RFP-002-2024
Eng. Services – NL and Haileybury Landfill Monitoring
Non-Collusion Affidavit

I/ We **D.M. Wills Associates Limited** 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.

Dated at: Peterborough this 14 day of February, 2024.

Bidder's Authorized Official: Michael J. Lord, B.A. Dipl. ET

Title: Vice President

Signature: 

Date: February 14, 2024

Form 2 to be submitted.

City of Temiskaming Shores
PW-RFP-002-2024
Eng. Services – NL and Haileybury Landfill Monitoring
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.

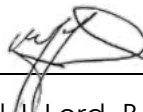
☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

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.

Dated at: Peterborough this 14 day of February, 2024.

Signature:



Bidder's Authorized Official:

Michael J. Lord, B.A. Dipl. ET

Title:

Vice President

Company Name:

D.M. Wills Associates Limited

Form 3 to be submitted.

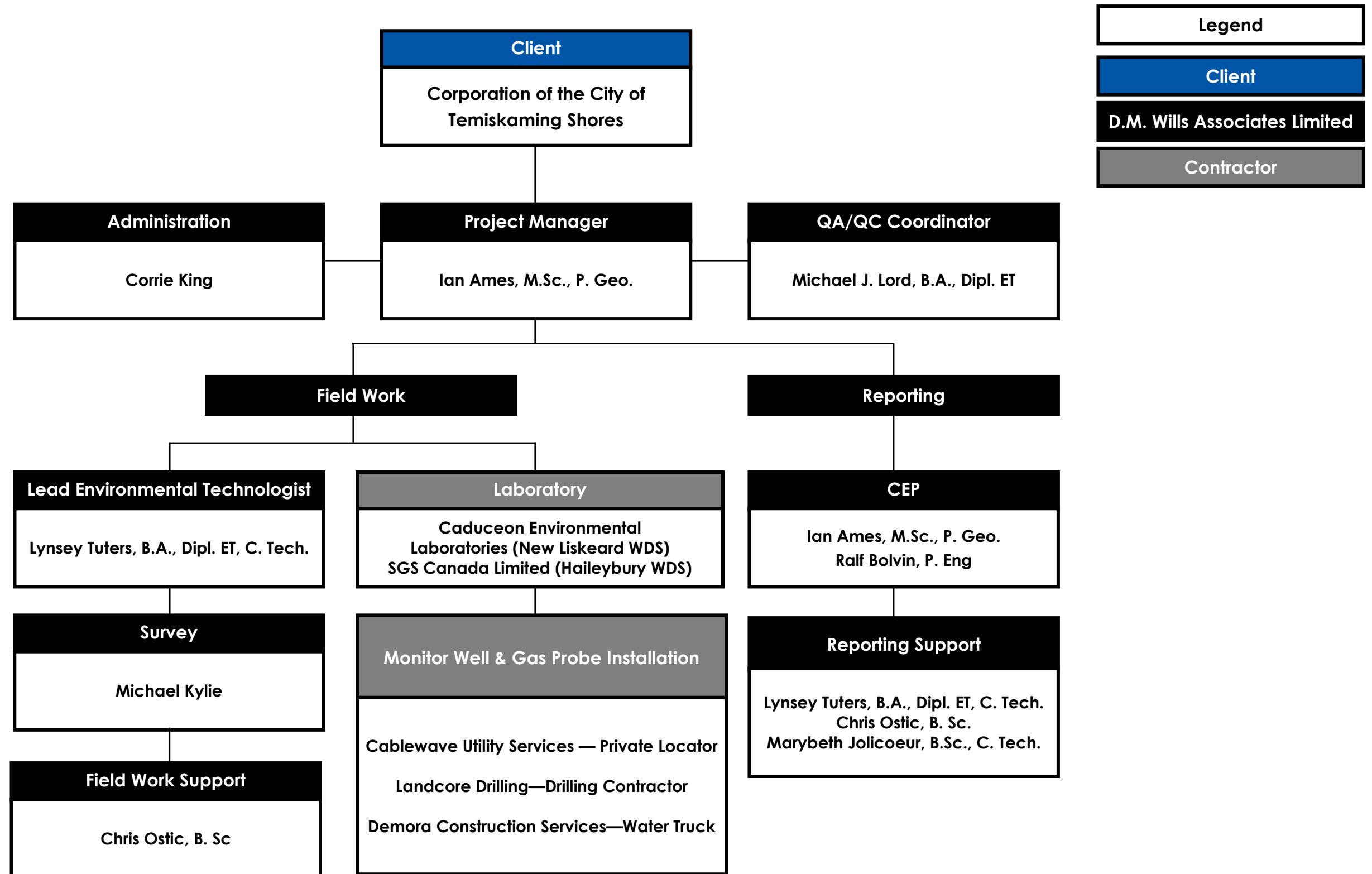
Appendix B

Project Team Curricula Vitae and Organization Chart





Project Team Organization Chart
The Corporation of the City of Temiskaming Shores
Eng. Services — New Liskeard and Haileybury Waste Disposal Sites
RFP # PW-RFP-002-2024



Appendix C

Contractor Statements



TO:

DATE:

**Whom it May Concern,
O/B Lynsey Tuters
D.M. Wills Associates Limited**

January 25 2024

Confirmation of Private Utility Locates at New Liskeard Waste Disposal Site:

We are pleased to confirm that Cablewave Utility Services will be undertaking private utility locates at the New Liskeard Waste Disposal Site, situated at 704165 Rockley Road, New Liskeard, Ontario, scheduled in the month of April 2024. This service is being facilitated on behalf of D.M. Wills Associates Limited.

We have tentatively scheduled the completion of this work for April 4, 2024. However, we will follow up in Mid-March to confirm the exact drilling date. Cablewave Utility Services is dedicated to ensuring the timely execution of this project once the scheduling details are finalized.

Thank you for entrusting us with this important task. Should you have any further inquiries or require additional information, please do not hesitate to contact us.

Best Regards,



Anthony McRae

Owner

Cablewave Utility Services Inc.

Appendix D

Environmental Monitoring Programs



Monitoring Program - 7579			
Haileybury Waste Disposal Site			
Parameter	Frequency	Medium	Locations
pH, Electrical Conductivity, Total Dissolved Solids Nitrate as N, Nitrite as N, Ammonia as N, Total Kjeldahl Nitrogen, Organic Nitrogen, Dissolved Organic Carbon, Phosphate as P, Phenols, BOD5, Chemical Oxygen Demand Fluoride, Chloride, Sulphate, Alkalinity, Total Hardness, Dissolved Metals (Al, As, Ba, Be, Bi, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Hg, Mo, Ni, P, K, Se, Si, Ag, Na, Sr, S, Th, Sn, Ti, U, V, Zn) <i>Field Parameters: Static Water Level, Temp, pH, Total Dissolved Solids, Electrical Conductivity</i> QA/QC - Duplicate Sample	Three times annually (Spring, Summer, Fall)	Groundwater 15 sample sets	TW-4
			TW-5
			TW-6
			TW-7
			TW-8
			TW-9
			TW-10
			TW-11
			TW-12
			TW-13
			TW-14
			TW-15
			TW-16
			TW-17
One Duplicate			
pH, Electrical Conductivity, Total Dissolved Solids, Total Suspended Solids, Turbidity Nitrate as N, Nitrite as N, Total Kjeldahl Nitrogen, Ammonia as N, Dissolved Organic Carbon, Phenols, Chemical Oxygen Demand, BOD5, Dissolved Oxygen (DO) Total Phosphorous (TP) Chloride, Sulphate, Alkalinity, Total Hardness Dissolved Metals (Al, As, Ba, Be, Bi, B, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Hg, Mo, Ni, P, K, Se, Si, Ag, Na, Sr, S, Th, Sn, Ti, U, V, Zn) <i>Field Parameters: Temp, pH, Electrical Conductivity, Total Dissolved Solids, Dissolved Oxygen</i> QA/QC - Duplicate Sample	Twice Annually (Spring and Fall)	Surface Water 4 sample sets	SW3
			SW4
			SW5
			One Duplicate

Monitoring Program - 7579			
New Liskeard Waste Disposal Site			
Parameter	Frequency	Medium	Locations
Alkalinity, Ammonia, Chloride, DOC, Conductivity, Nitrate, Nitrite, pH, Total Phosphorus, Sulphate, Total Dissolved Solids, Total Kjeldahl Nitrogen, Phenol, BOD5, COD, TSS (Leachate only), Aluminum, Arsenic, Barium, Beryllium, Bisuth, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Magnesium, Potassium, Sodium, Zinc, Mercury, VOCs (Benzene, 1,4 Bichlorobenzene, Dichloromethane, Toluene, Vinyl Chloride) <i>Column 1, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Dissolved Solids</i> QA/QA - duplicate samples, one trip blank for VOCs	Once Annually (Summer)	Groundwater	OW-1R-1 OW-1R-111 OW-2R-1 OW-10-1 OW-10-11 OW-10-111 OW-11-1 OW-11-11 OW-12-1 OW-12-11 OW-13-1 OW-13-11 OW-14-1 OW-14-11 OW-16-1 OW-16-11 OW-16-111 OW-16-1V OW-17-1 OW-17-11 OW-17-111 OW-20-1 OW-20-11 OW-21-1 OW-22-1 OW-23-1 OW-23-11 OW-23-111 OW-24-1 OW-24-11 OW-24-111 OW-25-1 OW-25-11 OW-25-111 OW26-14 OW26-II OW-27-14 OW-28-14 OW-30-1 OW-30-11 OW-30-111 OW-31-1 OW-31-11 OW-32-1 OW-32-11 Three Duplicates
Alkalinity, Ammonia, Chloride, DOC, Conductivity, Nitrate, pH, Sulphate, Total Dissolved Solids, BOD5, Chemical Oxygen Demand, Total Suspended Solids, Barium, Boron, Calcium, Iron, Magnesium, Sodium <i>Column 2, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Dissolved Solids</i> QA/QC - duplcate samples	Twice Annually (Spring, Fall)		OW-1R-11 OW-18
Static Water Levels Only	Three Times Annually (Spring, Summer, Fall)		
Alkalinity, Ammonia, Chloride, DOC, Conductivity, Nitrate, Nitrite, pH, Total Phosphorus, Sulphate, Total Dissolved Solids, Total Kjeldahl Nitrogen, Phenol, BOD5, COD, TSS (Leachate only), Aluminum, Arsenic, Barium, Beryllium, Bisuth, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Magnesium, Potassium, Sodium, Zinc, Mercury, VOCs (Benzene, 1,4 Bichlorobenzene, Dichloromethane, Toluene, Vinyl Chloride) <i>Column 1, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Dissolved Solids</i>	Once Annually (spring)	Residential Wells	WS-7 WS-8 WS-9 WS-13 WS-14 WS-15 WS-16
Alkalinity, Ammonia, Chloride, DOC, Conductivity, Nitrate, pH, Sulphate, Total Dissolved Solids, BOD5, Chemical Oxygen Demand, Total Suspended Solids, Barium, Boron, Calcium, Iron, Magnesium, Sodium <i>Column 2, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Dissolved Solids</i>	Once Annually (Fall)		
Alkalinity, Ammonia, Biochemical Oxygen Demand, Chemical Oxygen Demand, Chloride, Conductivity, Nitrate, Nitrite, pH, Phenol, Sulphate, Total Dissolved Solids, Total Kjeldahl Nitrogen, Total Phosphorus, Total Suspended Solids, Arsenic, Barium, Boron, Cadmium, Chormium, Copper, Iron, Lead, Mercury, Zinc <i>Column 3, Schedule 5</i> <i>Field Parameters: Temp, pH, Electrical Conductivity, Total Dissolved Solids, Dissolved Oxygen, Flow Measurements</i>	Three times annually (spring, summer, fall)	Surface Water	SW2 SW3 SW4 SW5 SW6 SW7 SW8 SW9 Perimeter Ditch Seepage Pond One Duplicate
Landfill Gas Monitoring - Lower Explosive Limit Methane, Oxygen, Carbon Dioxide, Balance	Three times annually (Spring, Summer, Fall)	Landfill Gas	OW-18 GP-01 GP-02

Subject: Housing-Enabling Water Systems Fund (HEWSF)

Report No.: PW-008-2024

Agenda Date: March 5, 2024

Attachments

Appendix 01: HEWSF Program Guideline

Appendix 02: HEWSF Final Webinar Presentation

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2024; and
2. That Council directs staff to submit a funding application to the Housing-Enabling Water Systems Fund (HEWSF) by April 19, 2024, for the reconstruction of McKelvie Street from Hesse Avenue to Baker Avenue, and for the reconstruction/construction of Baker Avenue to support Phase 2 of the Boreal Subdivision.

Background

In late 2023, the provincial government announced that they would be investing \$200 million over three years to help municipalities repair, rehabilitate and expand critical drinking water, wastewater and stormwater infrastructure. The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program that will support growing communities, helping municipalities build critical water infrastructure that would not otherwise get built and bringing the province one step closer to the government's goal to build at least 1.5 million homes by 2031.

The program launched on January 29, 2024, and will close on April 19, 2024. Eligible projects may see a provincial contribution of 73% (up to \$35 Million) with the municipality responsible for funding the remaining 27%. Provincial stacking is not permitted under this program with the exception of funding received by the Building Faster Fund (BBF) and the Ontario Community Infrastructure Fund (OCIF).

Projects must have a clear start and end date. The project must start no later than September 30, 2024 and be completed by March 31, 2024.

Analysis

The Ministry of Infrastructure hosted 3 separate webinars related to this funding program. Staff participated in the 3 webinars and reviewed the program guidelines to gather all pertinent information to be able to select a project that would meet the funding criteria.

With the build out of Phase 1 of the Boreal Subdivision (east of ESCSM) nearing completion, in 2023, FPT Holdings Ltd. initiated preliminary conversations with city staff regarding the development of Phase 2. This phase would see the development of approximately 55 serviced lots designed for single family dwellings and multi-residential dwellings.

Various meetings were held with FPT Holding Ltd. and their consultant EXP, with one area of concern being the sufficient supply of potable water to meet the daily consumption and fire flow requirements.

As a result of the release of the Housing-Enabling Water Systems Fund, it was decided that the project that best aligns with the funding criteria is the installation of a trunk water main on McKelvie Street, from Hessle Avenue to Baker Avenue, and Baker Avenue to the new subdivision. This project would not only meet the daily consumption and fire flow needs for the proposed Phase 2 but would also provide sufficient water supply for future phases of the overall subdivision footprint. In addition, upgrading the sanitary system would assist with capacity issues for a portion of the Phase 2 development.

This project would involve the full reconstruction of McKelvie Street, from Hessle Avenue to Baker Avenue and the full reconstruction/construction of Baker Avenue.

In addition to meeting the funding criteria outlined in the program guidelines, the project is inline with priorities within the City's Asset Management Plan as condition ratings range from very poor to fair for the infrastructure assets within the proposed area of construction.

Below is a summary of the condition ratings (1 to 5) for the affected infrastructure:

- Watermain Constructed in 1973 – Condition Rating – 2
- Sanitary Main Constructed in 1973 – Condition Rating – 1
- Storm Main Constructed in 1973 – Condition Rating – 1
- Road Constructed in 1973 (Asphalt Scoring) – Condition Rating 3

Through conversation with FPT Holding Ltd. it is anticipated that the subdivision application for Phase 2 will be submitted by the end of March 2024.

Based on the above, it is staff's recommendation that a funding application be submitted by April 19th, 2024, to the Housing-Enabling Water Systems Fund (HEWSF) for the reconstruction of McKelvie Street from Hesse Avenue to Baker Avenue and the reconstruction/construction of Baker Avenue to support Phase 2 of the Boreal Subdivision.

Attached as Appendix 01 is the HEWSF Program Guideline.

Attached as Appendix 02 is the HEWSF Final Webinar Presentation.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Asset Management Plan

Consultation / Communication

- Various Meetings with FPT Holdings Ltd. and EXP

Financial / Staffing Implications

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

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

Financial/staffing implications for the submission of the funding application are limited to normal administrative duties and minimal engineering services. These services will be funded as an operating project within the 2024 Public Works Operating Budget where sufficient funds have been approved.

In the event that the funding application is successful, the 27% municipal responsibility will potentially be funded through the Building Faster Fund, Ontario Community Infrastructure Fund and/or cost sharing agreements. There would be no financial implications in 2024, as upwards of 85% of the total eligible project costs would be released at time of construction tender award.

Climate Considerations

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager



HOUSING-ENABLING WATER SYSTEMS FUND (HEWSF)

Program Guidelines – 2024 Intake

Housing-Enabling Water Systems Fund
Ontario Program Guidelines

Contents

1. Program Overview.....	3
2. Objectives.....	3
3. Applicant Eligibility	3
3.1 Overview	3
3.2 Joint Applications.....	3
4. Project Conditions.....	4
4.1 Overview	4
4.2 Project Eligibility	4
4.3 Project Conditions	6
5. Application Process.....	7
5.1 Number of Project Submissions.....	7
5.2 Submissions and Funding Approval Steps.....	7
5.3 Key Dates.....	8
6. Assessment Process.....	9
6.1 Assessment Criteria.....	9
6.2 Asset Management Plan	10
6.3 Provincial Land-Use Planning	11
7. Financial Matters	12
7.1 Cost-Sharing	12
7.2 Funding Maximum	12
7.3 Combining Funding from Other Sources (Stacking).....	12
7.4 Eligible Project Costs.....	13
7.5 Ineligible Project Costs	13
7.6 Payments & Reporting.....	14
8. Duty-to-Consult and Environmental Assessment.....	15
9. Contact Information	16
10. Outcomes and Indicators	16
11. Application Package Requirements.....	18
12. Maps in KML Format	19

1. Program Overview

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program. Projects funded through the program will aim to protect communities by investing in the repair, rehabilitation and expansion of core water, wastewater, and stormwater projects to promote growth and enable housing.

The following guidelines provide an overview of program details and requirements and act as a reference for applicants.

2. Objectives

Eligible projects under this intake should meet the following project outcomes:

- Enable growth and housing opportunities.
- Increase access to potable water; and
- Increase treatment and/or management of wastewater and stormwater.

This funding intake is a competitive process. Funding approval is not guaranteed.

3. Applicant Eligibility

3.1 Overview

Eligible applicants include all municipalities that own water, waste and stormwater infrastructure. Privately-owned drinking water systems (e.g., year-round, non-municipal residential systems) are not eligible for this program.

Indigenous projects are ineligible to apply as standalone projects; however, municipalities may submit projects that benefit Indigenous communities but will not receive additional funding like other joint applications outlined below (see 3.2 Joint Applications).

3.2 Joint Applications

Joint projects between multiple eligible applicants are encouraged. As part of the application assessment, additional consideration will be given to joint projects that optimize housing enabling outcomes. Joint projects are those where each **co-applicant contributes financially** to the project. All applicants and co-applicants must meet the applicant eligibility criteria.

Each single municipality is allowed to submit only one application. Should municipality choose to submit a joint application with another municipality, that submission would be counted as their sole application. In summary, **a municipality cannot submit a joint application in addition to a stand-alone application.**

Joint applications must have a primary applicant submitting the application. The primary applicant must own all or part of the water asset and confirm all co-applicant(s) funding is secured to support the project. If successful, the primary applicant will be required to sign a Transfer Payment Agreement (TPA) with the Province. The primary applicant is responsible for entering into a partnership agreement with the other eligible co-applicant(s) that will be contributing to the project. Funds will only be made available to the primary applicant who signs the TPA with the Province. The primary applicant will be responsible for the financial management of the project, ensuring all requirements in the TPA are satisfied, including regular reporting requirements. The primary applicant will be the main contact for the project for the Province.

For joint applications, an increased funding threshold will be available (see 7.2 Funding Maximum).

4. Project Conditions

4.1 Overview

The provision of the HEWSF is governed by the Government of Ontario. Transfer Payment Agreements (TPAs) will set out the terms and conditions under which the Ministry agrees to provide funds to applicants, and will provide additional details on payment schedules, milestones, reporting, and audit requirements. The Province will fund a maximum of 73% (up to \$35 million) with the municipality required to fund all remaining eligible project costs (27%). TPAs will only be entered into with primary applicants whose projects are approved by the provincial government.

4.2 Project Eligibility

(1) Eligible Project Types:

- A project must include a capital component and may also include pre-construction planning and design work.
- A project should enable housing development.
- A project can be any of the following project types: Rehabilitation/Repair; Reconstruction; or Expansion.
- Projects must have a clear start and end point.
- Projects can be stand-alone or a component of a larger project.
- Projects must be in the process of or completed the design and planning phase.
- Projects must meet all relevant provincial regulatory requirements.
- The application must include a clearly defined scope of work in order to enable a comprehensive assessment of the project (financial, technical, risk, etc.). For example, an application must clearly identify how it enables housing development, define how it could address existing health and safety issues and/or risks and the construction activities that will be undertaken to address the issue.

(2) Eligible Asset Type:

- Wastewater assets (e.g., lagoon systems, pump stations, lift station, linear assets, treatment plants, storage tanks and collection systems)
- Drinking water assets (e.g., treatment plants, reservoirs, local pipes including the distribution system watermain and the municipal portion of service lines, pump stations)
- Stormwater assets (e.g., management facilities, linear assets including conveyance piping/ditches/culverts)

Note: Projects can include an optimization and/or performance review as part of a capital project on the above asset types. Private hookups of water system to municipal infrastructure would also be eligible.

(3) Ineligible Project Types:

- For this intake, ineligible project types include:
 - Projects that have started construction;
 - Indigenous projects as stand-alone projects (however, municipally led submissions that cross indigenous borders and positively impact indigenous communities will be considered as eligible. These projects are eligible to be submitted through municipal-led applications);
 - Planning and design work as stand-alone projects;
 - All costs associated with preparing the application are ineligible for funding and should not be included in the scope or financials of the application;
 - Assets that are located on private land (e.g., campgrounds);
 - Operational costs of operating assets; and
 - Flood management control works (including dams and dykes).

Other requirements

To support your application evaluation, the application must demonstrate how it will meet the intended outcomes of the program. For example:

- a. **Wastewater projects:** must result in wastewater effluent that meets or exceeds the applicable provincial regulatory requirements.
- b. **Drinking water:** water quality following the completion of a drinking water project must meet or exceed applicable provincial regulatory requirements.
- c. **Asset ownership:** Applicants must attest to owning and ensuring the operation of the infrastructure assets put forward for funding.
- d. **Imminent Health and Safety:** consideration will be given to projects that pose an imminent, critical health and safety risk.

- e. **Bundling of eligible asset types:** Applicants must select only one primary project asset type but may bundle more than one eligible project asset type. For example, a project may have both water and wastewater components. Bundled projects must demonstrate that each component of the project is inter-related and meets eligibility requirements.
- f. **Milestone Based Program:** As the program is milestone-based, funds are distributed to applicant after they have provided a report to the government demonstrating that required milestones, as set out in the TPA, have been met. Successful applicants must have a financing strategy in place to cover project costs upfront and unanticipated shifts in costs during the project such as cost escalations and over-runs. **Applicants will be responsible for any cost over-runs.**

4.3 Project Conditions

Projects must comply with the following conditions to be considered eligible:

- (1) **Project start:** Projects must have a clear start and end date. **The project must start no later than September 30, 2024.** This start date could be pre-construction soft costs (i.e., design, planning, engineering, project management, etc.).
- (2) **Project completion:** Projects must be completed by **March 31, 2027.**
- (3) **Housing development:** Projects should enable housing such as an increase in housing units created.
- (4) **Financial sustainability:** Projects should have a financial plan in place to operate the asset(s) and should not be dependent on or seek senior level government support for operational funding as well as any potential cost over-runs or escalations experienced on a project.
- (5) **Duty-to-Consult and Environmental Assessment:** Projects cannot start construction or site preparation until the provincial government has confirmed in writing that all Duty-to-Consult (DTC) and Environmental Assessment (EA) requirements have been met. The undertaking of site preparation or construction prior to written confirmation being received from the provincial government confirming that DTC and EA requirements have been met may jeopardize project funding.
- (6) **Asset management plans:** Projects should be informed by an applicant's asset management plan (AMP). This means the proposed project was identified based on the plan's prioritized lifecycle activities (e.g., construction, maintenance, renewal, rehabilitation, replacement, etc.) for the applicable asset category. For example, if an applicant has identified drinking water needs as a priority lifecycle activity within its asset management plan, then the submission of a drinking water project would be appropriate. If a proposed project does not align with the priorities identified within an applicant's asset management plan, a strong rationale must be provided in the application form. Asset management plans should be developed in accordance with the *Asset Management for Municipal Infrastructure* regulation (O.Reg. 588/17).

For more details on AMP requirements please see section 6.2.

- (7) **Energy standards:** If the project is a building, the project must meet or exceed any applicable energy efficiency standards for buildings outlined in the [Pan-Canadian Framework on Clean Growth and Climate Change](#).
- (8) **Accessibility standards:** Projects must meet or exceed the requirements of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant [municipal by-laws](#).

5. Application Process

5.1 Number of Project Submissions

Each eligible applicant may only submit a maximum of **one project** for this intake. If an eligible applicant participates in a joint application, the joint project will be counted as their single project submission.

5.2 Submissions and Funding Approval Steps

Step 1: Applicants must register or login online through the Province of Ontario's online grant portal, [Transfer Payment Ontario \(TPON\) \(TPON\)](#). Step by step support for working with the online grant portal are found [here](#). Full details on the application can be found by following the Submitting for Funding link from the TPON landing page. When filling out the application, please review your organization's contact information carefully. If the program area is unable to contact a project representative in a timely manner, an application may be deemed incomplete. Only authorized representatives of the applicant organization should be included on the form (consultants should not be named as the point of contact). Authorized representatives typically include an individual that can legally bind the organization (e.g., CAO, treasurer).

Step 2: Applicants must fully complete one HEWSF application form and all supporting documents. **The application form and supporting documents are available through the TPON online portal.** For a complete list of supporting documents please see section 11.

Step 3: The application form and supporting documents must be submitted online through the **Transfer Payment Ontario (TPON)** system by **11:59 p.m. EST on April 19, 2024**. A scanned application form will not be accepted. **Failure to meet minimum submission requirements will result in the submission being identified as incomplete and will be at risk of not proceeding to the evaluation portion of the application process.**

For technical issues related to the submission of your application form, technical schedule or other supporting documents or if you note any discrepancies in the pre-filled section of the application form, please contact Transfer Payment Ontario Client Care at **416-325-6691** or **1-855-216-3090** or email TPONCC@ontario.ca for assistance.

For all other questions, please contact HEWS@ontario.ca.

Step 4: Once the completed application form has been submitted, an automated acknowledgement of receipt and a file number will be emailed to the primary applicant.

Step 5: Projects will be assessed and evaluated by the Province. If additional clarification is required, the project representative will be contacted and provided with **two business days to submit the required information**.

Step 6: Notification of project approval.

Step 7: TPA Development. Once a project has been approved, the Province will create a project specific TPA and provide it to the primary applicant for signature. The TPA sets out the terms and conditions of funding including:

- That contracts will be procured through a competitive, value-for-money process.
- That the primary applicant will fulfill all Duty-to-Consult and Environmental Assessment requirements.
- A detailed list of eligible and ineligible expenditures (see Section 7.4 and 7.5 for more details).
- Communication requirements (including project signage).
- Mandatory reporting requirements, including insurance obligations.

5.3 Key Dates

Applications and all supporting documentations must be submitted through TPON by **11:59 p.m. EST on April 19, 2024**.

Note: applications including all supporting documentation will not be accepted after this time and submissions cannot be changed after this deadline. **Failure to meet minimum submission requirements will result in the submission being identified as incomplete and will be at risk of not proceeding to the evaluation portion of the application process. That includes completing each section of the application form within the required timeline.**

Note successful applicants cannot start capital work (e.g., site preparation, construction, etc.) on a project until they have been notified by the Province in writing that Duty-to-Consult and Environmental Assessment requirements have been met.

- Projects must start no later than **September 30, 2024**, and be completed by **March 31, 2027**. The project start date can represent pre-construction soft costs (i.e., design, engineering, project management, etc.).

6. Assessment Process

6.1 Assessment Criteria

Ontario will assess projects primarily in relation to the following assessment criteria:

1. Technical Merit (Housing and Water)
2. Project Readiness
3. Financial Capacity and Need
4. Critical Public Health and Safety

Priority will be given to those projects that are more advanced in planning and design (e.g., Stage 4 of Environmental Assessment).

Note: Additional consideration will be given to cross-municipal joint projects with highest impact.

Project approval will be assessed and prioritized based on program requirements, applicant eligibility, application completeness, assessment criteria and the overall demand of funds in the program.

Criteria 1 – Technical Merit

Projects would be assessed on technical merit factors such as:

A) Housing Impact

- i. Total new housing units enabled (by year) by the municipality as a result of the project.
- ii. Comparison of housing units to remaining gap to achieve housing targets (if applicable).
- iii. Cost per housing unit created.

B) Water Systems

- i. Meets provincial regulatory requirements;
- ii. Environmental impacts, including climate resiliency;
- iii. Current utilization of water/wastewater/stormwater infrastructure capacity;
- iv. If the project is a net new or expansion project.

Criteria 2 – Project Readiness

Projects would be assessed on readiness factors such as:

- Anticipated project start date;
- Whether the project is in the planning and design phase;

- Alignment of proposed housing development (enabled by infrastructure funding) with land use planning policies (e.g., conformity with the Provincial Policy Statement Official Plans, zoning, etc.); and
- Status of the proposed housing development (e.g., what proportion of units enabled by the project have proceeded to the Plans of Subdivision and/or Plans of Condominium stage) and expected date of completion of the housing development.

Criteria 3 – Financial Capacity and Need

Using data from the Financial Information Return, projects will be assessed on the applicant municipality's financial capacity to support the municipal contribution (i.e., 27%) of the project. A detailed listing of funding source(s) (e.g., own source revenues, debt, reserves) is to be provided by the applicant municipality. An updated Repayment Limit (ARL) is also to be provided. For more information about the ARL, please see [O. Reg. 403/02](#) (Debt and Financial Obligation Limits).

Criteria 4 – Criticality of Health and Safety

Projects will be assessed on the criticality of health and safety factors based on a technical assessment criterion used relative to industry standards which engineers at the Ministry of Environment, Conservation and Parks (MECP) will use to review and score projects.

This includes:

- Whether the project is an appropriate solution to address a risk, including considering potential climate change impacts.
- Public health and/or safety issues (including continuity of service) related to water systems within the framework of the standards, policies and requirements of MECP, including but not limited to long-term drinking water and boil water advisories.
- Aspects that may potentially pose a threat to public health and safety, and their critical and imminent levels.
- Risk of meeting or failing to meet applicable standards, policies, as well as an assessment of the urgency of the identified health and safety need.
- Urgency of the need based on the information outlined in the application and technical schedule as well as any supplemental documents submitted with the technical schedule (e.g., for drinking water projects, laboratory results and advisories may be required depending on your responses to the technical schedule).

6.2 Asset Management Plan

The *Asset Management Planning for Municipal Infrastructure* regulation (O.Reg. [588/17](#)) sets out requirements for undertaking municipal asset management planning. The regulation is being phased in over a 7-year period, from 2018 to 2025), with progressive requirements for municipalities with respect to their asset management plans.

6.2.1 Asset Management Phase-in Schedule

Date	Regulation
July 1, 2019 (complete)	Date for municipalities to have a finalized strategic asset management policy that promotes best practices and links asset management planning with budgeting, operations, maintenance and other municipal planning activities.
July 1, 2022 (complete)	Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater and stormwater management systems) that identifies current levels of service and the cost of maintaining those levels of service.
July 1, 2024	Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels of service.
July 1, 2025	Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out in 2024. This includes an identification of proposed levels of service, what activities will be required to meet proposed levels of service, and a strategy to fund these activities.

At the time of application, the asset management plan used to inform the proposed project should be developed according to O.Reg. 588/17.

As part of project reporting requirements, and to remain eligible for funding, successful applicant will be required to provide a link to their updated, public facing and Council approved asset management plan to municipalassetmanagement@ontario.ca as regulatory milestones are phased in over the life of the project (2024 and 2025).

For more information about municipal asset management planning, as well as tools and supports available to help municipalities develop and improve their plans, please visit the <http://www.ontario.ca/assetmanagement>.

6.3 Provincial Land-Use Planning

Projects must be aligned with and support provincial priorities and outcomes, as set out in provincial land use policy, provincial land use plans, and municipal official plans and supported by policy direction in the Provincial Policy Statement (PPS).

Applicants are required to submit land use planning documents (e.g., Official Plan, Zoning, Draft/Final copy of Plan of Subdivision) as part of their application.

7. Financial Matters

HEWSF funds will be disbursed to applicants once mandatory reporting requirements have been fulfilled demonstrating that required milestones, as set out in the TPA, have been satisfactorily met (see [section 7.6](#) for details on milestones and payment). Additional reporting requirements may be included and described through the Transfer Payment Agreement. Successful applicants must have a financing strategy to cover costs up-front and operating costs as well as any potential cost over-runs or escalations experienced on a project. More details on combining funding under this intake with other federal, provincial, and municipal programs can be found in [section 7.3](#) below.

7.1 Cost-Sharing

Successful projects would be cost shared between municipal applicants and the Province. This includes a minimum of 27% of eligible expenditures covered by municipalities, matched at 73% by the Province.

7.2 Funding Maximum

The Province would fund a maximum of 73% (up to \$35 million) of eligible project costs with the municipality required to fund all remaining eligible project costs. This means that total project cost per applicant could equate up to approximately \$48 million, assuming a 73%/27% cost share.

For joint applications, the primary applicant can apply for up to \$35 million in provincial contribution on total eligible costs, times the number of applicants. For example, a joint project with three eligible co-applicants can submit a project with a combined provincial contribution of up to \$105 million (i.e., \$35 million multiplied by three eligible applicants equals \$105 million).

For illustrative purposes only:

Value of Project	Provincial Contribution (73% max)	Municipal Contribution (27% min)
\$5 million	\$3.65 million	\$1.35 million
\$48 million	\$35 million	\$13 million
\$100 million	\$35 million	\$65 million

Note: figures reflect approximate amounts

For projects submitted by an individual municipality that benefit Indigenous communities, the provincial contribution of funding does not multiply as these are not considered joint applications.

Please note that any project with a provincial contribution of \$20 million or more may be subject to having their [delivery model](#) evaluated by Infrastructure Ontario.

7.3 Combining Funding from Other Sources (Stacking)

Eligible applicants may combine (i.e., stack) other federal and municipal funding (including development charges revenue) to fund the 27% minimum recipient contribution. Applicants are responsible for determining if federal funding can be used towards the project being submitted to the Province. Provincial stacking will not be permitted, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

7.4 Eligible Project Costs

All eligible project costs must be incurred after **April 1, 2023**. Project contracts must be awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles in accordance with local procurement by-laws and as prescribed within the Procurement Requirements of Section 271 of the [*Municipal Act, 2001, S.O. 2001, Chapter 25*](#). Construction costs will not be covered until such time that all Duty to Consult (DTC) and/or Environmental Assessment (EA) requirements are fulfilled and communicated to the primary applicant. Costs related to the DTC and Environmental Assessment requirements are eligible under the HEWSF program.

Note: successful applicants must not start capital work (e.g., site preparation, construction, etc.) on a project until they have been notified in writing by the government that all DTC, Environmental Assessment and land use requirements have been met.

Projects that begin construction prior to receiving written notification that they may proceed, may be deemed ineligible for program disbursement and projects cancelled.

7.5 Ineligible Project Costs

Successful applicants are responsible and must pay for all ineligible project costs as well as any potential cost over-runs or escalations experienced on a project.

The following costs are ineligible for funding:

- All capital costs, including site preparation and construction costs, prior to confirmation in writing from the provincial government that DTC and Environmental Assessment requirements have been met and continue to be met (See Section 8 for DTC and Environmental Assessment);
- Financing and financing charges, debt restructuring, loan interest payments bank fees, and legal fees including those related to easements (e.g. surveys);
- Operational costs of operating assets;
- Costs incurred for cancelled projects;
- Costs of relocating entire communities;

Housing-Enabling Water Systems Fund
Ontario Program Guidelines

- Land acquisition;
- Planning costs, if not tied to a capital project (i.e., planning-only project submitted);
- Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- Any overhead costs, including salaries and other employment benefits of any employees of the applicant, any direct or indirect operating or administrative costs of applicants, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the applicant's staff, except in accordance with approved incremental costs of employees noted above;
- Any goods and services costs which are received through donations or in kind;
- Provincial sales tax, goods and services tax, or harmonized sales tax;
- Any costs eligible for rebates;
- Costs associated with operating expenses and regularly scheduled maintenance work; and
- Cost related to furnishing and non-fixed assets which are not essential for the operation of the asset/project.

A more detailed list of eligible and ineligible expenditure categories will be provided in individual project-level Transfer Payment Agreements (TPAs).

7.6 Payments & Reporting

Funding is milestone-based meaning that funds will be disbursed to applicants once a report is submitted to the government demonstrating that required milestones, as set out in the Transfer Payment Agreement (TPA), have been met.

Expenditures for projects will be disbursed, conditioned on the project completes each milestone and submits appropriate reporting requirements which are deemed satisfactory. For illustrative purposes, the following table is intended to be an example of a payment schedule.

Further information on the actual payment schedule and required reporting schedule will be provided in the Transfer Payment Agreement. Additional reporting requirements may be required as part of ongoing project monitoring that are not outlined above and are not tied to any payment (e.g., project status).

Milestone	Supporting Documentation	Payment Amount	Payment Timeline
Milestone 1:	An executed Transfer Payment Agreement and a Council by-law/	Up to 25% of project Total Eligible Cost (TEC)	Payment may be received between April 1, 2024, and March 31,

Housing-Enabling Water Systems Fund
Ontario Program Guidelines

	Board resolution authorizing the applicant's entry into the Agreement. Any other reporting requirements requested by the Ministry.		2025
Milestone 2:	Construction Contract Award Report and project progress report, including revised budget forecast. Any other reporting requirements requested by the Ministry.	Up to 60% of project TEC.	Payment may be received between April 1, 2025, and March 31, 2026
Milestone 3:	Final Report, may include any or all supporting document related to the project lifecycle. Any other reporting requirements requested by the Ministry.	Province's acceptance and approval of Final report– release of the final (up to) 15% of project TEC.	Payment may be received between April 1, 2026, and March 31, 2027

* This schedule is intended to be an example of a payment schedule. Further information on payment schedule and required reporting schedule will be provided in the Transfer Payment Agreement.

8. Duty-to-Consult and Environmental Assessment

As part of the application process for funding, applicants will be required to complete the Duty-to-Consult (DTC) Questionnaire found in the HEWSF Application Form (Appendix B).

Projects cannot start construction or site preparation until the provincial government has confirmed in writing that all DTC and Environmental Assessment (EA) requirements have been met. The Province reserves the right to withhold funding or recover funds utilized for construction-related activities if they began prior to the determination by the Province that DTC requirements having been met.

9. Contact Information

For program related inquiries the Housing-Enabling Water Systems Fund team can be reached by email at HEWS@ontario.ca. For inquiries related to the TPON system, please contact TPON at TPONCC@ontario.ca.

10. Outcomes and Indicators

Outcome Description	Indicator	Unit of Measure
Increased/restored drinking water/wastewater/stormwater infrastructure capacity, while the associated public health and safety risk is being addressed.	Extent to which treatment and management facility capacity are being increased (or restored).	Increase in treatment capacity in Cubic meters per day.
	Extent to which conveyance capacity are being increased (or restored) in watermain and sewer infrastructure, in the upgraded and/or new water systems.	Flow Capacity Enhancement in Distribution/Collection Systems (m3/day or L/s).
	Increase in stormwater management capacity / and/ or increase in drainage area/ conveyance capacity before HEWSF investment (baseline) and at project conclusion.	Increase in Number of assets, increase in drainage area with stormwater management.
	Increase in treatment capacity of the stormwater facility or wastewater treatment plant (operational and rated capacity) before HEWSF investment and at project conclusion.	Increase in treatment capacity in volume units.
	Enhanced Physical condition of the wastewater/ stormwater assets before HEWSF investment (baseline) and at project conclusion.	<p>Asset condition improvement index five-point rating of scale:</p> <ul style="list-style-type: none"> <u>Very poor</u> The asset is unfit for sustained service. Near or beyond expected service life, widespread signs of advanced deterioration, some assets may be unusable. <u>Poor</u>

Housing-Enabling Water Systems Fund
Ontario Program Guidelines

		<p>Increasing potential of affecting service. The asset is approaching end of service life; condition below standard and a large portion of system exhibits significant deterioration.</p> <ul style="list-style-type: none"> • <u>Fair</u> The asset requires attention. The assets show signs of deterioration, and some elements exhibit deficiencies. • <u>Good</u> The asset is adequate. Acceptable, generally within mid stage of expected service life. • <u>Very good</u> Asset is fit for the future. Well maintained, good condition, new or recently rehabilitated.
Support residential growth (e.g., increased housing supply).	How many housing units are being supported/enabled for each project.	Number of existing housing units in the municipality as of January 1, 2024 (baseline).
		Number of potential new housing units enabled by the project (by year).
		Number of new housing units that have started construction as a direct result of the project (by year).
Complement provincial programs, particularly the Building Faster Fund, by providing multi-year funding support for water projects that specifically accommodate housing growth.	Maximizing provincial infrastructure investments in Ontario communities.	Total amount of HEWSF dollars leveraged.

11. Application Package Requirements

As part of the complete HEWSF application, applicants will be required to submit the following through TPON:

- ✓ The **HEWSF Application Form** which will provide information about your project proposal. The form also includes a Technical Schedule, Duty to Consult (DTC) Questionnaire, and Asset Management Plan Self-Assessment Questionnaire in the appendices that need to be completed.
 - The applicant may also be required to submit additional supporting documentation to support details included in the Technical Schedule (e.g., lab results, advisory orders). However, evaluation will be assessed based on technical schedule completion.
- ✓ **Project Map** clearly identifying all components in the project description in KML format (Refer to Section 12 “Maps in KML Format” for instructions) and submitted as an attachment through TPON.
- ✓ **Land use planning information** related to proposed housing development (e.g., location, official plan designation and zoning for subject area, status of and information regarding any other land-use planning applications/approvals).

Applicants may also submit the following optional documents alongside the application form if they have conducted these assessments:

- ✓ Environmental Assessment (if applicable)

12. Maps in KML Format

A KML file that identifies project-specific information will help reviewers understand the nature and location of your project as well as the work that you are proposing to do.

The provincial government requires a detailed KML file showing exactly where each work site/asset is located. This is not a picture or PDF map of the project location, but a digital spatial representation of the project location produced by a geographic information system.

A labelled marker or line must be added to show each element of the project you are applying for.

Specifically, for water projects you must:

- Add a marker or draw a line for all locations of work on existing or proposed watermain, standpipes, pumps, and Water Treatment Plants (WTPs).
- Add a marker for each location of all wells that are being worked on as part of the project (you will be required to identify which wells are private vs. public facing)

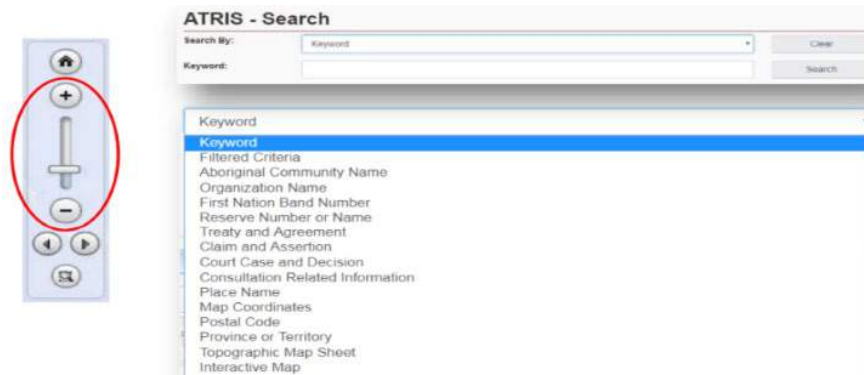
How to Create a KML File

We ask that all proponents provide their project location in one single format as a .KML file. This simple file type, designed specifically for the visualization of geographic data, provides an accurate and detailed representation of the project location. Using a .KML allows a variety of point, polygon, and line data to be represented spatially with detail and consistency. A .KML file can be created easily by anyone using Indigenous and Northern Affairs Canada's (INAC) publicly available Aboriginal & Treaty Rights Information System (ATRIS) web-based application or Google Earth's free desktop application, as well as other geographic software packages like ArcGIS or QGIS. This guide will walk you through the steps to do so using ATRIS or Google Earth.

Using ATRIS:

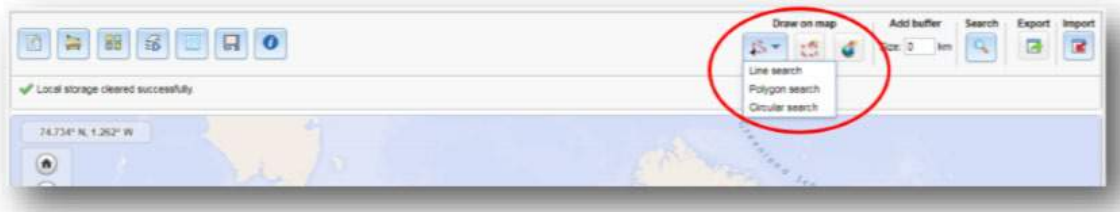
1. Navigate to INAC's publicly available ATRIS web-based application using this link:
http://sidait-atris.aadnc-aandc.gc.ca/atris_online/Content/Search.aspx
2. Navigate to the project location in the map viewer, either by clicking, dragging, and scrolling to zoom, or using the various search options available in the 'Search By:' drop down menu.

Housing-Enabling Water Systems Fund Ontario Program Guidelines



Draw your project on the map in the exact location using the “Draw on map” tools drop down located in the top right of the ATRIS interface. You may draw as many components of varying types (point*, line, polygon) as necessary to be saved as one single .KML file. *ATRIS users will not be able to create a geometry “point” in GIS terms, but the “Circular Search” option allows users to create circular polygons able to mimic points in terms of scale.

*ATRIS users will not be able to create a geometry “point” in GIS terms, but the “Circular Search” option allows users to create circular polygons able to mimic points in terms of scale.



Choose the appropriate drawing tool for the type of component you are drawing:

- Line search – Click as many times as necessary to create a line that represents your linear project feature. Double click to complete. Examples include: roads, sewer lines, railways, pipelines, trails, transmission lines, etc.



Housing-Enabling Water Systems Fund
Ontario Program Guidelines

Polygon search – Click as many times as necessary to create a closed polygon that represents the project feature. Double click to complete. Examples include: building footprints, vegetation cuts, sewer/wastewater lagoons, etc.



Circular search – Click on the map to automatically create a circle. To create a smaller circle similar to a point, zoom in as close as possible on the map before clicking. Alternatively, click and drag, then release to draw a circular project feature yourself. Examples include: wells, outfalls, culverts, etc.



If at any time you wish to erase anything you've drawn, use the following two options:



Erase by Exent: Click and drag to create a shape around what you want to delete. Anything intersecting the box will be deleted when you release.



Global Erase: This will erase everything on the map. Click OK when prompted to clear the map viewer and start fresh.

3. Once you are satisfied with the drawn representation of your project, click the 'Export' button.



The .KML will download as 'SearchAreas.kml' (unless you have specified otherwise) to the location where your browser saves downloads. The file name can be changed to something that reflects the project name before sending it to INFC.

Once saved, the .KML file is ready to be uploaded or sent via email. Should you need any further assistance with ATRIS, please visit the following link to find more information about ATRIS training webinars:

https://www.aadnc-aandc.gc.ca/eng/1100100014686/1100100014687#sec1_1

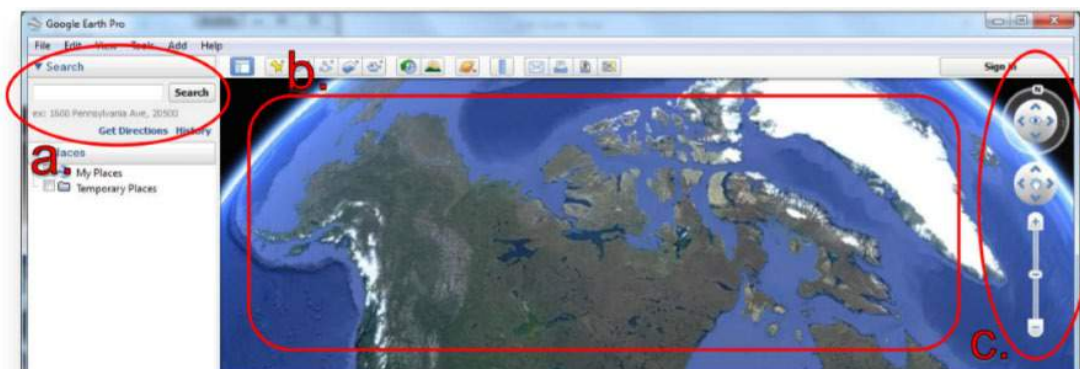
Using Google Earth:

*If you already have Google Earth installed on your system, skip to step 2.

1. If you don't already have Google Earth (free) installed on your system, follow the download instructions at this link: <https://www.google.com/earth/desktop/>

2. Navigate to your project location using one or more of the following options:

- a. Typing an address or coordinates in the search bar
- b. Clicking, dragging, and scrolling in the map viewer
- c. Using the navigation tools



Draw your project on the map in the proper location using the placemark, polygon, and path tools (pictured below). You may draw as many components of varying types (point, line, polygon) as necessary.

Housing-Enabling Water Systems Fund Ontario Program Guidelines

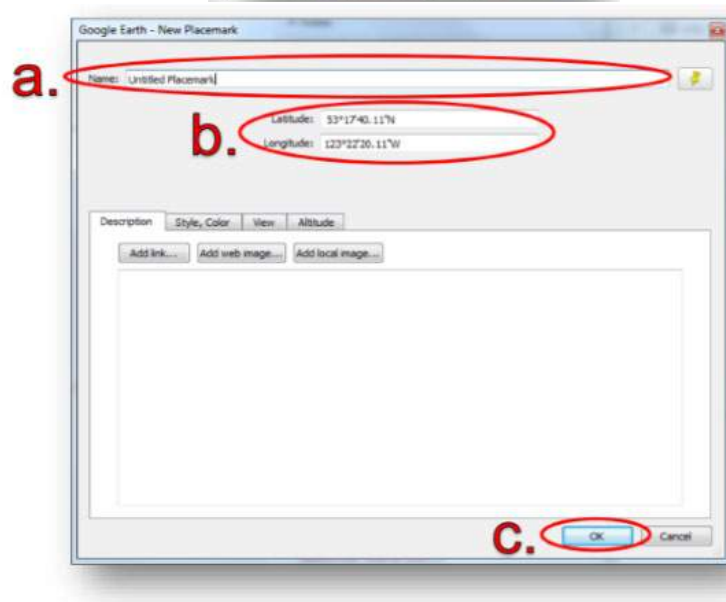


Choose the appropriate drawing tool for the type of component you are drawing:

- a. Placemark: point project components – Examples include: wells, outfalls, culverts, etc.



Clicking this button will add a placemark to the map and bring up a corresponding dialogue box (see below).



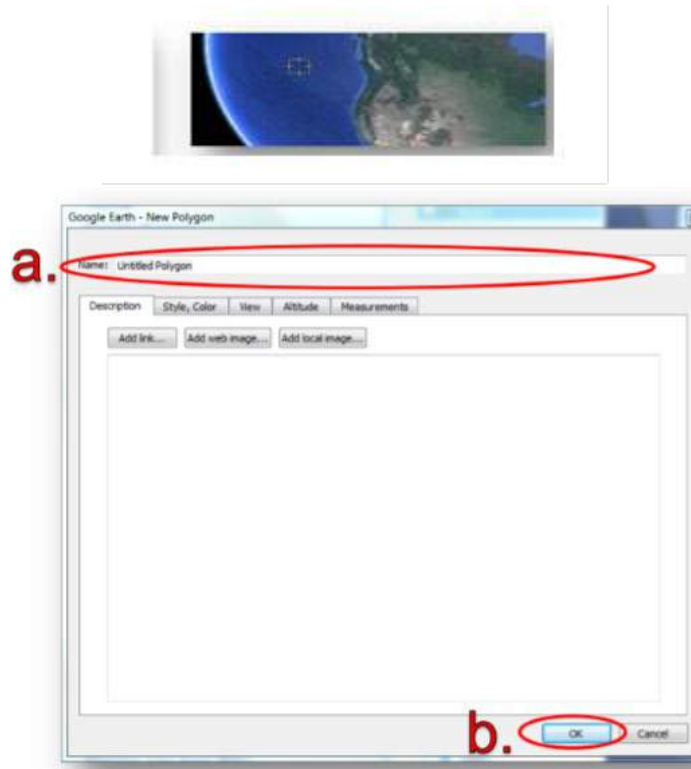
- You can move the placemark by clicking and dragging it to the desired location, or entering the desired latitude and longitude coordinates in the dialogue box (a).
- You can rename the placemark by changing the entry in the 'Name' field of the dialogue box (b).
- Click 'OK' when finished (c).

- b. Polygon: project components that consist of an area of any shape

Housing-Enabling Water Systems Fund
Ontario Program Guidelines

- Examples include: building footprints, vegetation cuts, sewer/wastewater lagoons, etc.

Clicking this button will bring up a dialogue box and a crosshair cursor (see below). Click as many times as necessary to create a closed polygon that represents your project feature.



- You can rename the polygon by changing the entry in the 'Name' field of the dialogue box (a).
- Click 'OK' when finished (b).



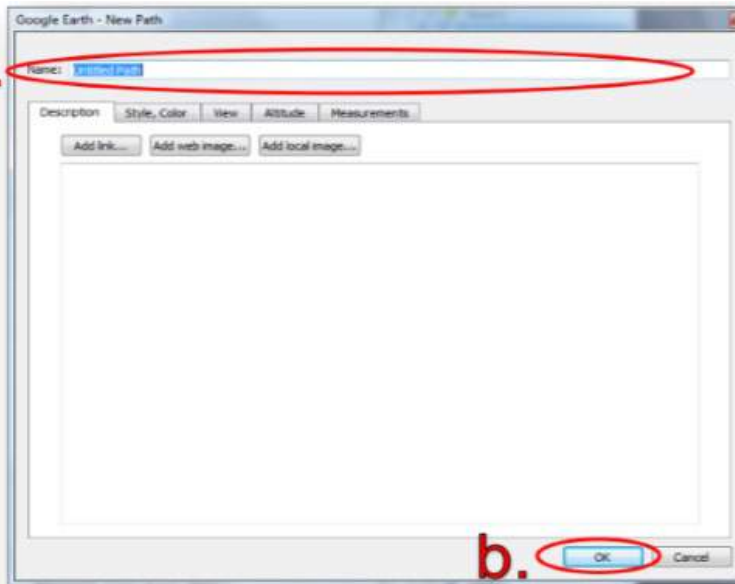
- c. Path: linear project components – Examples include: roads, sewer lines, railways, pipelines, trails, transmission lines, etc.

Clicking this button will bring up a dialogue box and a crosshair cursor (see below). Click as many times as necessary to create a line that represents your project feature.

Housing-Enabling Water Systems Fund Ontario Program Guidelines



a.

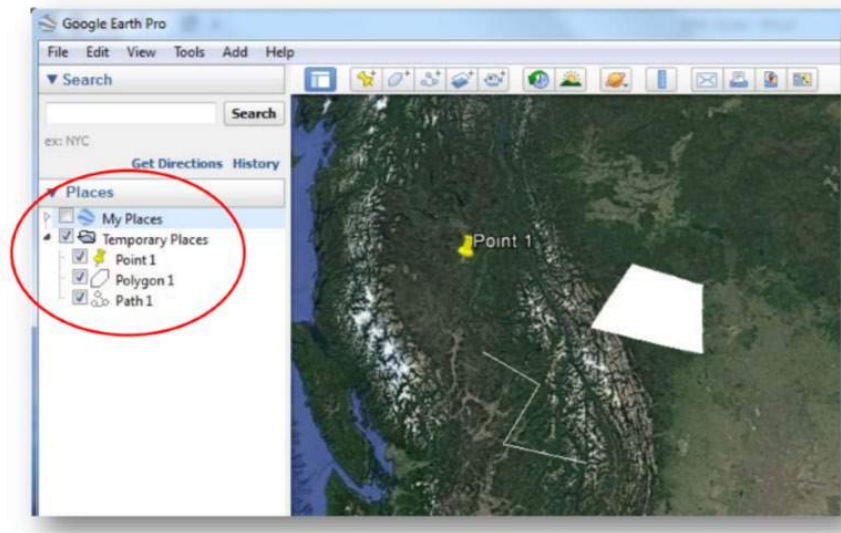


b.

- You can rename the path by changing the entry in the 'Name' field of the dialogue box (a).
- Click 'OK' when finished (b).

All drawn components will appear in the 'Places' sidebar under the 'Temporary Places' folder.

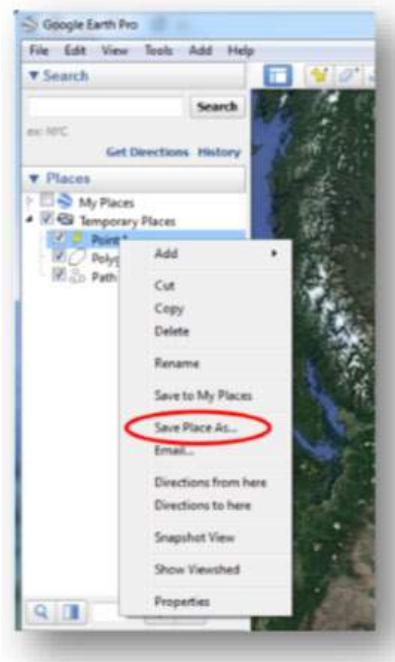
Housing-Enabling Water Systems Fund Ontario Program Guidelines



Export the shapes to .KML to be shared.

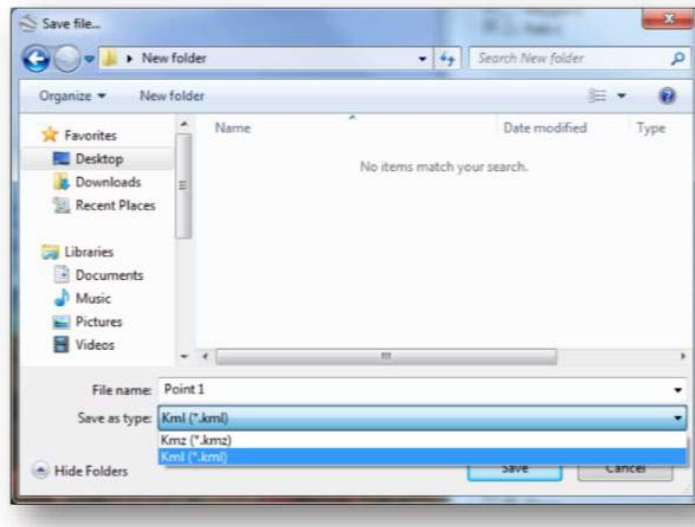
* Warning: If you have multiple shapes, they will need to be exported individually as separate .KML files.

Right click on the component in the 'Places' sidebar and click 'Save Place As...'.



Change the file type from .KMZ to .KML using the 'Save as type:' drop down menu.

Housing-Enabling Water Systems Fund Ontario Program Guidelines



Choose the location where you would like to save the file in the file browser. You will need to locate it later on to send it to INFC.



Click 'Save' when you are finished. You are now ready to upload or email the file to INFC.

*Repeat Step 4 for as many project components as you have created if you have more than one.

Ministry of Infrastructure

Housing-Enabling Water Systems Fund

Third Webinar – AMO/MOI

February 2024

Program Overview

Context

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program for \$200 million over three years for the repair, rehabilitation and expansion of core water infrastructure to protect communities and enable new housing development.

Overview

- All municipalities that own water infrastructure will be able to apply for 1 project with a total provincial contribution maximum of \$35M (municipalities can combine funding maximum through a joint project submission).
- The application intake for the program launched on **January 29, 2024 and will close on April 19, 2024.** With these timelines, municipalities will be able to fund their projects as early as Summer/Fall 2024.
- The program aims to complement the Ministry of Municipal Affairs and Housing's Building Faster Fund.

Objectives

- Enable growth and housing opportunities.
- Increase access to potable water; and,
- Increase treatment and/or management of wastewater and stormwater.

This funding intake is a competitive process and funding approval is not guaranteed.

Program Guidelines can be found here:
<https://forms.mgcs.gov.on.ca/en/dataset/on00603>

Program Conditions

Project eligibility will be based on the following conditions:

Category	Details
Applicant Eligibility	<ul style="list-style-type: none">• All municipalities (i.e., upper, lower and single tiers) that own water, waste and stormwater infrastructure.• Municipalities can submit applications for water assets managed for them by LSBs or MSCs.• Each eligible applicant could submit a maximum of one project submission for this intake.• Joint-municipal projects, including joint ownerships, are eligible to apply. However, it will be counted as one project for each individual municipality (e.g., York Durham).• Municipally led submissions that cross indigenous borders and positively impact indigenous communities will be considered as eligible. These projects are eligible to be submitted through municipal-led applications.
Eligible Asset Type	<ul style="list-style-type: none">• Wastewater (e.g., lagoon systems, pump stations, lift stations, linear assets, treatment plants, storage tanks, collection systems, private hook ups).• Drinking water (e.g., treatment plants, reservoirs, local pipes including the distribution system watermain and the municipal portion of service lines, pump stations).• Stormwater (e.g., management facilities, linear assets including conveyance piping/ditches/culverts).
Project Types	<ul style="list-style-type: none">• Projects must enable housing development.• Can be any of the following project types: Rehabilitation/Repair; Reconstruction; or Expansion.• Projects must not have started construction.• Projects must have a clear start (no later than September 30, 2024) and end (no later than March 31, 2027).• Projects can be stand-alone or a component of a larger project.• Projects must include a capital component and may also include pre-construction planning and design work.• Planning and design work are not eligible as stand-alone projects.• Projects must be in the process of or completed design and planning at the time of application.• Projects must meet all relevant provincial regulatory requirements.

Sample Staged Project Evaluation

Projects will be assessed in collaboration with the Ministry of the Environment, Conservation and Parks and the Ministry of Municipal Affairs and Housing on the following factors:

Criteria	Guide
Stage 1	
Note: Projects that fail on any one of the three Stage 1 criteria do not move on to Stage 2.	
Mandatory Criteria	A) Applicant completeness B) Applicant eligibility
Meeting Program Outcomes	A) New Housing Units created (yes / no) B) Start Date C) End Date
Mandatory Criteria - Water Project Readiness	Must be in the process of or completed the design and planning phase
Stage 2	
Technical Merit - Housing Enabling	A) Total number of new housing units enabled (by year) by the municipality
	B) Comparison of housing units to remaining gap to achieve housing targets (if applicable)
	C) Cost per housing unit created (calculated as provincial contribution to the total project cost divided by number of housing units enabled)
Technical Merit - Water Systems	A) Meets provincial requirements B) Environmental impacts, including climate resiliency C) Current utilization of water/wastewater/stormwater infrastructure capacity D) Is the project a net new/expanded water/wastewater/stormwater project?
Financial Capacity and Need	Financial capacity of municipality to support the project (including funding sources such as debt, reserves, loans, development charges)
Housing Development Readiness	Status of proposed housing development i.e., alignment to provincial policies (e.g., provincial policy, official plan, plans of subdivision and/or condominium)
Critical Health & Safety	Criticality of health and safety risk and is an appropriate solution to address risk, including considering potential climate change impacts
Joint Applications	Determined through number of co-applicants on a single project

Funding Overview

- Eligible project costs may be cost-shared between the province (73% up to \$35M) and recipient (minimum 27%). See table below.
- Municipalities may stack other federal and municipal funding for their 27% minimum recipient contribution.
 - Provincial stacking will not be permitted with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

Value of Project	Provincial Contribution (73% max)	Municipal Contribution (27% min)
\$5 million	\$3.65 million	\$1.35 million
\$48 million	\$35 million	\$13 million
\$100 million	\$35 million	\$65 million

Funding will be flowed to successful recipients using a **milestone-based approach**.

Expenditures for projects will be distributed in stages/portions as the project completes each milestone, for example:



Milestone 1: TPA signed – release of 25% of project Total Eligible Cost (TEC)



Milestone 2: Construction tender awarded – release of 60% of project TEC



Milestone 3: Final report and invoices submitted – release of the final 15% of project TEC. In the final reimbursement, project invoices will be reviewed, and final payments made based on the actual costing submitted, and the confirmation of completion of outcomes.

- More information on reporting requirements will be provided in the Transfer Payment Agreement.

Costs



Eligible Costs

- Direct costs that are considered, in the province's sole and absolute discretion, to be directly necessary for the successful completion of the project.
- Costs related to the Duty To Consult (DTC) and Environmental Assessment requirements, once complete.
- Project soft costs can be retroactive to April 1, 2023.

Ineligible Costs

- Capital costs incurred prior to confirmation of DTC or EA requirements;
- Financing fees, provincial taxes, or rebates;
- Operating and maintenance work;
- Overhead costs (e.g., salaries);
- Leasing and land acquisition costs;
- Donations and non-fixed assets (e.g., furnishing);
- Planning costs, if not tied to a capital project.

To see full list of ineligible costs, please refer to the Program Guidelines found here:
<https://forms.mgcs.gov.on.ca/en/dataset/on00603>

Program Timelines

Deliverable	Est. Timeline*
Application Intake Launch	January 29, 2024
Respond to program inquiries	Ongoing
Application Intake Close (<i>application form, technical schedules, Duty to Consult questionnaire and supporting documents submitted to TPON</i>)	April 19, 2024
Notify successful / unsuccessful recipients, including public announcement	Summer 2024
Program Delivery (i.e., Transfer Payment Agreements and projects begin)	Summer 2024 onwards
Project Start Date	September 30, 2024

*Estimated timelines are subject to change

The background is a solid blue color. On the right side, there are several overlapping, curved shapes in different shades of blue, creating a layered, abstract effect. The shapes appear to be segments of larger circles or ellipses.

TPON

Login

<https://www.ontario.ca/page/get-funding-ontario-government>

Get funding from the Ontario government

Find out what funding your organization could receive from the Ontario government and learn how to access with Transfer Payment Ontario.


[Log in to Transfer Payment Ontario](#)



français

Transfer Payment Ontario

Manage your funding from the Ontario government

 **Effective April 17, 2023:** We've changed the way you access Transfer Payment Ontario. Create a My Ontario Account or sign in below. Need more information? See the [Creating a My Ontario Account guide](#) and [video](#).

I don't have a My Ontario Account

- Create a My Ontario Account
- **IMPORTANT:** Existing Transfer Payment Ontario users with a ONE-key or GO Secure ID - migrate your profile by creating a My Ontario Account using your **Transfer Payment Ontario email address**

[Create account](#)

I have a My Ontario Account

- Sign in with your My Ontario Account email and password.

[Sign in](#)

For technical support, please contact Transfer Payment Ontario (TPON) Client Care at [416-325-6691](tel:416-325-6691) or [1-855-216-3090](tel:1-855-216-3090) or email TPONCC@ontario.ca



The background is a solid blue color. On the right side, there are several overlapping, semi-transparent blue shapes that resemble stylized, curved lines or abstract architectural elements. These shapes are in various shades of blue, creating a layered effect.

Application Process Support

Application Form

The application PDF contains multiple tabs. Pressing the "Expand" button will open all sections. Alternatively, you may navigate between them by clicking on them in the header.

All appendices must be completed as part of the application form.

Ensure that all sections are complete. Incomplete applications will not move to Stage 2 of the evaluation.

Tips

- Be concise and clear in written responses.
- Save frequently.
- Double check your application for completeness. The **"Validate"** button will indicate any areas that are not completed correctly and will need to be corrected before you can submit your application.
- Note your case number in the top right-hand corner. This will be your project's unique identifier and will be used to reference your project in any correspondence.



APPLICATION

Case No.: 2024-02-1-1546500060

Housing-Enabling Water Systems Fund (HEWSF)

Saved: 02/05/2024 09:59

Expand

Validate

A) Instructions	B) Organization Information	C) Organization Address Information
D) Applicant Contact Information	E) Project Information	F) Project Financials
G) Asset Management Plan	H) Risks	I) Outcomes
J) Declaration / Signing	K) Appendix A: Technical Schedule	L) Appendix B: Duty to Consult Questic
M) Appendix C: Asset Management Pla		

A) Instructions

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program. Projects funded through the program will aim to protect communities by investing in the repair, rehabilitation and expansion of core water, wastewater, and stormwater projects to promote growth and enable housing.

Before applying, potential applicants are encouraged to review the program guidelines to determine if you are an eligible applicant or if your project is eligible for funding under the HEWSF. Failure to meet minimum submission requirements will result in the submission being identified as incomplete and will be at risk of not proceeding to the evaluation portion of the application process.

How do I apply?

1. Applicants are required to complete this application form, which includes Technical Schedule (Appendix A), Duty-To-Consult Questionnaire (Appendix B), and an Asset Management Plan Self-Assessment Questionnaire (Appendix C). Applicants will also be required to submit the following supporting documents as attachments through the TPON system:
 - o Land use planning information related to proposed housing development (e.g., location, official plan designation and zoning for subject area, status of and information regarding any other land-use planning applications/approvals); and
 - o Project map(s) clearly identifying all components in the project description in KML format. Refer to "How to Create a KML File" at the end of the program Guidelines for instructions.
2. Applicants may also submit the following optional documents, if applicable (See section 11 of the Program Guideline for more information):
 - o Environmental Assessment
3. Applicants may also be required to submit additional information depending on answers provided in the Technical Schedule section. See section 11 of the program guideline for more information.
4. Applicants are eligible to apply for only one project for funding through the HEWSF. Joint submissions will be counted as one application and must be submitted by lead applicant (see section 3 of Program Guidelines for detailed eligibility criteria).
5. All applications and required attachments (i.e., land use planning information and project map) must be completed electronically and submitted to Transfer Payment Ontario by April 19, 2024, 11:59PM (EST). Scanned application forms will not be accepted.

Fill in all required fields and fields that apply to your proposed project. Failure to complete this form in its entirety and submit appropriate required documentation will result in the inability to assess the application and the project will be declined.



Section A) Instructions

This section will tell you how to complete and submit your application, what attachments are mandatory, and which are optional.

Section B) Organization Information

Section C) Organization Address Information

These sections are automatically populated with your organization's information per your TPON registration.

These sections are not editable.

Any updates required will need to go through TPON Client Care and a new form subsequently downloaded to show any updated information.

Organization Information	
Organization Name:	ABC Municipality
Organization Legal Name:	ABC Municipality
Website URL:	
Type of Organization:	Municipality
C) Organization Address Information	
<p>This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a one-window self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in this Section of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information.</p>	
Business Address	
Street Address 1:	Street Address 2:
1 Stone Road West	
City/Town:	Province:
Guelph	ON
Postal Code:	Country:
N1G 4Y2	Canada

Section D) Applicant Contact Information

Identify at least one representative who has signing authority on behalf of the applicant.

Ensure one contact is selected as Primary and that one is selected as having signing authority.

Additional contacts may be added by clicking the "Add" button.

Project Contact information		Add	Remove
1) Please include the contact information of at least one representative within your organization who has signing authority for the project. 2) Please also include a primary contact for the project (e.g. Project Lead). The primary contact will receive updates or inquiries about the project and application. 3) If this is a joint project, also include contact information for all partners involved in the project. 4) Use the "add" button to include any additional supporting project-specific contacts (e.g. an alternate contact in case the primary contact is absent)			
Primary: <input checked="" type="checkbox"/>	Salutation: * Ms.		
First Name: * Jennifer	Last Name: * Smith		
Title: * CAO	Contact Type * Applicant		
Phone Number (Work): * (123) 456-7890	Phone Number (Mobile):		
Email Address: * CAO@municipality.ca			
Signing Authority <input checked="" type="checkbox"/>			

Section D) Applicant Contact Information cont'd

If this is a joint project:

- Indicate how many partners in total there are.
- Select "Yes" in the dropdown for "Is this a joint project?"
- Add contact information for the partner organization.
- Reminder:
 - Partners must be eligible standalone applicants
 - Joint applications constitute each partner applicant's one submission allowed under this program

Indicate number of municipal partners including the lead applicant municipality *			
2			
Is this a joint project? *			
Yes			
Contact at Partner Organization:			Add
			Remove
Name of Partner Organization *		What is the proposed financial contribution from joint applicant *	
XYZ Municipality		\$1,000,000.00	
Salutation: *	First Name: *	Last Name: *	
Mr.	David	Johnson	
Title: *			
Clerk/Treasurer			
Phone Number (Work): *		Phone Number (Mobile):	
(123) 456-7890			
Email Address: *			
Clerk@XYZ.ca			

Section E) Project Information

General: Project Title should concisely identify the nature of the project and asset type e.g., "Rehabilitation of King Street Watermains."

Project Description: Ensure the entire scope of the project is captured. Include quantifiable components (i.e., approximate lengths, quantities), type(s) of asset(s) being supported (i.e., drinking water, wastewater).

If this is a phase of a larger project, only include activities in the phase being applied for.

E) Project Information

General

Project Title

Please provide a description of the asset and work to be completed. Include the nature of the project and asset type. For example, **Rehabilitation of King Street Watermains** would be an acceptable title (50 characters max., no special characters, e.g., "&"). *

Title

Project Description

What is the scope of the project? Include all quantifiable components including if it is an expansion, reconstruction, or repair project (e.g., expand a water treatment plant; repair a pump control system; reconstruction of two water reservoirs; replace 500m of water mains under John Street between 4th and 5th Avenues; how many housing units to be supported, etc.).

What type of water asset is being supported (e.g., drinking, storm or wastewater)? Include all components. For projects with multiple asset types, please indicate all asset types and indicate the primary water asset supported.

The project scope should align with your Total Eligible Costs (TEC) and align with the project description you provide in all other supporting documents. Do not include components outside of your eligible cap. Note: Project Outcomes will be captured in Section I.

If your project is a phase of a larger project, ensure the description and all other components of the application (e.g., outcomes) refer only to the phase of the project included in the funding application.

Detailed Answer

Section E) Project Information - Continued

Location: Select your municipality from the Community drop-down. If it is not listed, select "Not Applicable" and then type in your municipality's name in the box below.

Ownership: Select drop down for two questions on Ownership of Asset. Depending on drop down option selected, you may need to provide additional information.

Nature of Project: Please provide more information on the type of project. Total percentage value must be 100.

Project Schedule: This section requires details on project start date, forecasted Construction start and end dates.

Location

Provide the latitude and longitude of the project. If your project has multiple points (e.g. watermain, multiple water reservoirs), only include the starting or central point.

Community

--Not Applicable--

If Not Applicable or the community is not in the list, enter the name below. You may enter more than one.

ABC Municipality

Project Latitude *

42.000000

Project Longitude *

-80.000000

Asset Ownership and Operation

240202-13

E) Project Information

Page 1 of 2

Confirm the asset is owned by the applicant. Note that it is a requirement for the funding recipient (i.e. Ultimate Recipient) to own the asset under the Housing-Enabling Water Systems Fund (HEWSF) *

Yes

Will the Applicant operate the asset? *


Yes

Nature of the project

Indicate the percentage for each of the options. Input "0" for inapplicable fields. Total percentage must equal 100%.

New (including reconstruction) %	Rehabilitation %	Expansion %	Other %
0%	100%	0%	0%
Total percentage			
100%			

Ontario



Section F) Project Financials

Only provide dollars for eligible costs that correspond to the activities in your Project Description. Do not include dollars for ineligible items or for work outside of the project scope.

You must provide at least one item for each Component. If you have nothing to add in "Other", write "N/A" under "Component" and "0" in "Eligible Costs" as the form will not validate if these fields are empty.

The form will automatically cap the funding amount to \$35 million per applicant/partner.

- **Joint applications:** the funding ceiling will be multiplied by the number of partners indicated in Section D.

Contribution: The Ultimate Recipient contribution must be at least 27% (Provincial contribution 73% up to \$35M maximum).

Design, Engineering and other Professional Fees (maximum 3)		
Component *	Eligible Costs *	
Engineering	\$500,000.00	- +
	Sub Total Eligible Cost \$500,000.00	
Construction/Materials (maximum 5)		
Component *	Eligible Costs *	
Construction	\$25,000,000.00	- +
	Sub Total Eligible Cost \$25,000,000.00	
Other Costs (maximum 3)		
Component *	Eligible Costs *	
N/A	\$0.00	- +
	Sub Total Eligible Cost \$0.00	
Component Cost Summary		
Total Eligible Cost (pre-contingency)	\$25,500,000.00	
Contingency		
Contingency Percentage *	25	
Contingency Amount	\$6,375,000.00	
Grand Total Amount (total eligible cost + contingency)	\$31,875,000.00	
Contribution		
Funding Source *	% Contribution *	Funding *
Provincial	73.00000000%	\$23,268,750.00
Ultimate Recipient	27.00000000%	\$8,606,250.00
240202-13 F) Project Financials Page 1 of 2		
Total Contribution % 100.00000000%		Total Funding Amount \$31,875,000.00

Section F) Project Financials Cont'd

Project Completion: The dollars in this chart will be auto-calculated dependent on the percentages provided. Ensure the fiscal years align with the start and ends dates provided in Section E. These percentages must add to 100% for the form to validate.

Project Completion				
Indicate the percentage for each year. Input "0" for inapplicable years. Total percentage must equal 100%. Note that the years below reflect the Province's fiscal year – which runs from April 1 to March 31 (e.g., 2024-25 runs from April 1, 2024, to March 31, 2025). Please ensure that forecasted expenditures align with the project start and end date, as you have indicated in the Project Schedule question above (i.e. funding should end in the same fiscal year the construction ends unless there is a specific rationale provided for post-construction funding needed). Construction holdbacks should be forecast in the year in which the work is performed – not the year in which the holdbacks are released				
Year	% Project Completion *	Provincial Funding	Ultimate Recipient Funding	Total
2023-24	10.0000000%	\$5,493,756.89	\$2,031,937.48	\$1,332,638.75
2024-25	40.0000000%	\$21,975,027.58	\$8,127,749.92	\$5,330,555.00
2025-26	40.0000000%	\$21,975,027.58	\$8,127,749.92	\$5,330,555.00
2026-27	10.0000000%	\$5,493,756.89	\$2,031,937.48	\$1,332,638.75
Project Completion % Total				
100.0000000%				

Section G) Asset Management Plan

Use the drop-down menus to provide responses in this section.

Depending on your responses, new questions may pop up requiring additional information.

Section H) Risks

Identify at least one risk from the risk categories provided. Once you select a risk category, specific related risks will pop up.

Every risk identified requires a "Level of Risk" and mitigation strategy to be provided. Select all that apply.

G) Asset Management Plan

Has the proposed project been determined based on the lifecycle activities prioritized in your municipality's asset management plan? *

I have an AMP, but this project is not aligned with the lifecycle activities identified in the AMP.

Please explain.

Updated AMP is currently in progress and is expected to be finalized March, 2024.

Indicate which year the municipality's asset management plan was last updated. *

2017

H) Risks

Provide risk level and mitigation information for the risks relevant to this project. Please select and identify at least one risk. If you specify a risk below you must provide a mitigation strategy. Only include those risks that have a strong likelihood of impacting your project.

Please select all that apply

Project Complexity	<input type="checkbox"/>
Project Readiness	<input checked="" type="checkbox"/>
Public Sensitivity	<input type="checkbox"/>
Ultimate Recipient	<input type="checkbox"/>

Project Readiness

Risk	Level of Risk *
Project site hasn't been finalized	Medium

Mitigation (250 Characters)

Municipality working closely with contractor to ensure scheduled targets are prioritized.

Section I) Outcomes

Select all the asset outcomes applicable to your project. At least one asset outcome must be selected.

Additional questions will pop up with each outcome selected. Ensure you complete these sections.

NOTE: The "Increased number of housing units" outcome at the bottom of the list **MUST** be selected and completed.

☒ Increased number of housing units

Outcome Type: [Housing](#)

Indicator	Value	Unit of Measure
Number of existing housing units in the municipality as of January 1, 2024 (baseline)		Housing Units
Indicator	Value	Unit of Measure
Number of potential new housing units enabled by the project		Housing Units
Indicator	Value	Unit of Measure
Number of new housing units that have started construction as a direct result of the project		Housing Units

I) Outcomes

☐ All other stormwater management works

☐ Drinking water pump stations

☐ Drinking water advisories

☐ Drinking water reservoirs

☐ Drinking water local pipes

☒ Drinking water transmission pipes

Outcome Type: [Increased access to potable water](#)

Indicator	Value	Unit of Measure
Transmission Pipes	2,000	Metres
Indicator	Value	
Physical Condition of Assets prior to the investment	Very Poor	
Indicator	Value	
Physical condition of assets after the investment	Very Good	

Section J) Declaration / Signing

Review the Certification statements. All the answers in this section are required to be "Yes" or the form will not validate. If any of these answers are "No," your project is not eligible for funding.

Review every Attestation statement to acknowledge your understanding of the program requirements.

Click the "Sign Document" and "I Agree" buttons to acknowledge the Declaration statements and to digitally sign the application form. The name of the Primary Contact with Signing Authority from Section D will populate as well as the current date and time.

This marks the end of the application section but the appendices following are also mandatory to be completed and validated prior to submission.

J) Declaration / Signing

Declaration / Signing

Applicants will comply with the Ontario Human Rights Code (the "Code") and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry. Applicants should be aware that Government of Ontario institutions are bound by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 (<https://www.ontario.ca/laws/statute/90f31>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

Certification

Yes / No questions (all mandatory)

If you indicate no to any of the following statements, you should contact the program area through HEWS@ontario.ca for further information and to determine if your project would be eligible for funding:

Costs incurred prior to April 1, 2023 are not eligible for reimbursement.

All eligible costs will be incurred after April 1, 2023. Any costs to be incurred prior to this date are not eligible. *

Yes

All capital costs, including site preparation and construction costs are ineligible until Ontario has confirmed in writing that environmental assessment, Land use planning requirements and Duty-To-Consult (DTC) requirements have been met.

All construction and site preparation work will be scheduled to occur after Ontario has confirmed that environmental assessment, Land use planning requirements and Duty-To-Consult (DTC) requirements have been met. *

Yes

If you are intending to award a contract in a way that is not competitive and consistent with value for money principles, prior approval will be required. There must be a mitigation plan in place in the event that any such request is denied.

If approved, the organization will be employing third-party vendors for all eligible project costs. *

Yes

All Contracts will be awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, or in a manner otherwise acceptable to Ontario. *

Yes

Attestation

The Applicant hereby certifies as follows:

- the information provided in this application and all supplementary attachments is true, correct and complete in every respect;
- the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding would be outlined through a Transfer Payment

Section K) Appendix A: Technical Schedule

The Technical Schedule will be used by our technical ministries to conduct their assessments of your project in relation to the program's assessment criteria.

Applicants may also be required to submit additional information depending on answers provided in the Technical Schedule section. Please review your application in its entirety to ensure completeness.

NEW: The Technical Schedule is now part of the application form.

Mandatory Criteria	
Benefit *	Details *
<input checked="" type="checkbox"/> Improves and/or makes water assets more reliable?	
Select all that apply.	
Benefit *	Details *
<input type="checkbox"/> Addresses an urgent public health and/or safety issue(s)?	
<input type="checkbox"/> Reduces the probability of asset failure and/or service interruptions?	
<input type="checkbox"/> Achieves service levels or key performance indicators established by the applicant in their asset management plan?	
<input type="checkbox"/> Reduces lifecycle costs?	
<input type="checkbox"/> Supports enhanced environmental protection?	
<input type="checkbox"/> Considers potential climate change impacts and climate resiliency?	
Technical Description	
<small>Provide a technical description of the proposed project. This includes outlining the scope of the project and a full description of all of the infrastructure work to be undertaken. Please ensure that this section aligns with the project description provided earlier in the application. Ineligible costs or project costs that are being funded through other federal or provincial programs should not be captured in this section. Do not include any benefits of the project in this section. (Maximum characters 2000)</small>	

Section L) Appendix B: Duty to Consult Questionnaire

The Province of Ontario, as the Crown, has a legal obligation to consult with Aboriginal peoples where it contemplates decisions or actions that may adversely impact asserted or established Aboriginal or treaty rights.

The Ministry of Infrastructure (MOI) will assess whether each project triggers the Crown's Duty To Consult (DTC) and must ensure its obligations have been met prior to any construction taking place.

Projects cannot start construction or site preparation until the provincial government has confirmed, in writing, that all DTC requirements have been met.

L) Appendix B: Duty to Consult Questionnaire

As part of the application process for funding, applicants are required to complete the Duty-to-Consult (DTC) Questionnaire.

1. Is the project considered rehabilitation of existing infrastructure or new infrastructure/expansion?

Rehabilitation

2. Are there any known Indigenous artifacts in the proposed project site?

No

3. Is there Aboriginal knowledge or historically documented evidence of past Aboriginal use on or within 500 metres of the property or project area?

Yes

4. Will the project involve any activities such as site preparation, removal of vegetation, construction, excavation, deforestation, etc.?

No

5. Will the project require in-water work?

Yes

Section M) Appendix C: Asset Management Plan Self-Assessment Questionnaire

The *Asset Management Planning for Municipal Infrastructure* regulation (O.Reg. 588/17) sets out requirements for undertaking municipal asset management planning.

Projects should be informed by an applicant's asset management plan, meaning the proposed project was identified based on the plan's prioritized lifecycle activities (e.g., construction, maintenance, renewal, rehabilitation, replacement, etc.) for the applicable asset category.

For each question where a response of "Partially Complete" or "Mostly Complete" is given, comments must be provided indicating the status of this work.

M) Appendix C: Asset Management Plan Self-Assessment Questionnaire			
Regulatory Requirements	O. Reg. 588/17 Section ('S')	Status	Comments (if answered 'partially' or 'mostly' complete)
Strategic Asset Management Policy (due by July 1, 2019)	S.3-4	Not Started <input type="button" value="v"/>	
Asset management plan covering core assets (due by July 1, 2022)			
Summary of core assets in each category	S.5(2), 3(i)	Partially Complete <input type="button" value="v"/>	Response required in this field

Application Submission

A complete application package must be electronically completed and uploaded into the TPON system (scanned versions will not be accepted). Ensure the case number in the top right-hand corner of the application corresponds to the case you are uploading to in TPON.

A complete application package includes the following:

- ✓ **Complete and validated Application Form**
- ✓ **Land use planning information related to proposed housing development**
- ✓ **Project map clearly identifying all components of the project in a KML format (refer to the "How to Create a KML File" at the end of the program Guidelines for instructions)**

The TPON system will not allow you to submit with any of the above documents outstanding.

Applicants may submit additional supporting documents (i.e., an Environmental Assessment; or engineering assessments, inspections reports, etc. to support the Technical Schedule).

Once successfully submitted, the Primary Contact will receive a confirmation email.

Q&As



**Now we would like to open the floor for any general questions you may have.
Please add your questions to the chat.**



Note: Frequently Asked Questions (FAQ) is under development and will be posted online in the coming weeks.

Contact Information

- Throughout the application process, provincial staff are available for support.
 - For all program inquiries including application support, please contact HEWS@ontario.ca
 - For technical support, please contact Transfer Payment Ontario (TPON) Client Care at [416-325-6691](tel:416-325-6691) or [1-855-216-3090](tel:1-855-216-3090) or email TPONCC@ontario.ca

Subject: 2024 Roads Program – Tender Award

Report No.: PW-009-2024

Agenda Date: March 5, 2024

Attachments

Appendix 01: RFT Results

Appendix 02: Proposed 2024 Program with Overall Costs

Appendix 03: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-009-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2024 Roads Program in the amount of \$378,946.30, plus applicable taxes, for consideration at the March 19, 2024 Regular Council meeting.

Background

During the 2024 budget deliberations, Council considered and approved a 2024 Roads Program budget of \$385,000. This budget estimate was developed by using previous data and an outline of municipal roads that need rehabilitation. This small amount, in comparison to other years, allows the Public Works department to continue the momentum of upgrading road surfaces, yet allows for additional funds to be allocated to road construction, such as the approved Albert Street reconstruction project and Dymond Industrial.

For this estimate roads were selected based on the Asset Management plan, pavement condition index, road use and function, approximations of Annual Average Daily Traffic, Maintenance Class Type and Operational review and records. Also, it should be noted, below ground infrastructure was another factor in the consideration for road repairs.

The Request for Tender document was released February 15th with the hope of securing a knowledgeable contractor to present prices forthcoming. The tender closed February 28th at 2pm. Roads identified in the tender and budget estimate included:

1. Golding Street from Broadwood to Whitewood
 - a. Approximately 312 m
2. Amwell Street from Rorke to Georgina
 - a. Approximately 150 m

3. Wellington Street from Whitewood to Cedar.
 - a. Approximately 144 m
4. Market Street from Broadwood to Paget
 - a. Approximately 350 m
5. Wilson Avenue from Hwy 65 to Grant.
 - a. Approximately 350 m
6. Lump Sum Surface Treatment
 - a. \$50,000

The roads presented in the Tender were based on careful consideration taking into account all residents in our community. It should be noted that this list is the framework of the roads program. Roads are subject to change and additions and removals can occur at any time throughout the contract due to unforeseen circumstances.

Analysis

One (1) submission was received in response to the Request for Tender prior to the closing date.

Miller Paving Limited supplied a bid for the requested roads, however the subtotal price was higher than the budgeted amount as seen in Appendix 01 – RFT Results. As per the Tender document, discussions and negotiations took place between City Staff and Miller Paving, eventually coming to an agreement to reduce the scope of the Tender.

The main points of reduction were the removal of the small section of Amwell Street and the removal of Wilson Ave (Full Pave), and reduction of surface treatment to \$30,000. Explanations for this include, Amwell street being a small section that will become part of the Road Patching program, Wilson will be reviewed with MTO as per discussions with Miller, yet path will still be looked at if feasible, and the reduction in meters squared of Surface Treatment to get us approximately at the budgeted amount. Even with this cutback, it still allows the City to perform a rehab of just under 2.0 lane kilometers of road and 2,750 m² of surface treated roads.

An updated breakdown of costs can be found below:

Section	Approx. Length	Cost	Non Ref. HST	Total
Golding Street	312 meters	\$ 107,527.60	\$ 1,892.49	\$109,420.09
Wellington Street	144 meters	\$ 108,281.20	\$ 1,905.75	\$110,186.95
Market Street	350 meters	\$ 133,137.50	\$ 2,343.22	\$135,480.72
Surface Treatment Double	2,750 m2	\$ 30,000.00	\$ 528.00	\$ 30,528.00
		Total including Non-Refundable		\$ 385,615.76

Miller Paving Limited has successfully completed many projects for Temiskaming Shores and throughout Northern Ontario and has demonstrated the ability to complete this work as intended.

The Tender was analysed for errors and/or omissions and was found to be correct and complete. The acquisition process was in keeping with the City's Procurement Policy (By-Law 2017-015).

It is recommended that the City proceed with Miller Paving to perform the required road rehabilitation services.

Relevant Policy / Legislation / City By-Law

- 2024 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with City Manager throughout the project
- Consultation with Public Works Staff.

Financial / Staffing Implications

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

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

The estimated costs associated with the 2024 Roads program is around \$615.76 over budget as it sits right now. The costs applied to tender items are based on estimated quantities which will fluctuate based on each road section. Staff and Miller Paving Project Managers will work together to stay under budget.

Climate Considerations

Climate Lens has been complete. Based on the results there are no expectations for increased GHG emissions, increased temperature, or increased precipitation based on this contract. The method of supply and delivery is in line with current scope of paving operations and no planned changes exist currently.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

Document Title: **PWO-RFT-006-2024 "Roadway Rehabilitation Services"**


Closing Date: **Thursday, February 29, 2024**

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

Department: **Public Works**

Opening Time: **3:00 p.m.**

Attendees via teleconference: **Microsoft Teams**
City of Temiskaming Shores:

Kelly Conlin Clerk	Logan Belanger Municipal Clerk	Mitch McCrank Manager of Transportation	
			

Others (teleconference):

Jessica, Millers		
------------------	--	--

Submission Pricing

Bidder: *Miller Paving Limited*

Description	Amount (Excluding Tax)
Part A – Road Rehabilitation and Resurfacing	\$ 545,906.50
Part B – Provisional Items	\$ 127,080.00
Total for all Parts A & B (Not Including Tax)	\$ 672,986.50

Bidder:

Description	Amount (Excluding Tax)
Part A – Road Rehabilitation and Resurfacing	\$
Part B – Provisional Items	\$
Total for all Parts A & B (Not Including Tax)	\$

Bidder:

Description	Amount (Excluding Tax)
Part A – Road Rehabilitation and Resurfacing	\$
Part B – Provisional Items	\$
Total for all Parts A & B (Not Including Tax)	\$

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

2024 Roadway Resurfacing Program

Golding Street from Whitewood Ave to Broadwood - \$107,527.60

1. Pulverize existing surfaces.
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Place 50mm Hot Mix Asphalt at a width equal to the existing paved surface.
5. Adjust Driveways

Wellington Street South from Whitewood Avenue to Cedar Ave - \$108,281.20

1. Pulverize or Mill (If feasible) remaining existing surfaces
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Confirm Water Drainage
5. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Market Street from Broadwood Street to Paget Ave – \$133,137.50

1. Pulverize remaining existing surfaces
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Confirm Swales
5. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
6. Adjust Driveways, if required.

Surface Treatment Program – \$30,000.00

1. Repair existing Surface Treat Surfaces
2. Apply single or Double lifts where required.

Approved 2024 Roads Program Allocation	\$ 385,000.00
Estimated cost for above noted work (with Non Ref.)	\$ 385,615.76
Available Funds (Budget less Estimated)	\$ -615.76

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to enter into an agreement with Miller Paving Limited for the 2024 Roadway Rehabilitation Program

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

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

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

Whereas Council considered Administrative Report No. PW-009-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2024 Roadway Rehabilitation Program in the amount of \$378,946.30 plus applicable taxes, for consideration at the March 19, 2024 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 Miller Paving Limited for 2024 Roadway Rehabilitation Program, in the amount of \$378,946.30 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 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

Roadway Rehabilitation Services within the City of Temiskaming Shores

This agreement made this 19th day of March, 2024.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Miller Paving Limited

(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contact Documents:
 - i. Request for Tender No. PW-RFT-006-2024 - Roadway Rehabilitation;
 - ii. Summary of Program Costs attached hereto as Appendix 01;
 - iii. Miller Paving Limited submission in response to PW-RFT-006-2024, attached hereto as Appendix 02.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Manager of Transportation Services, all the work by **November 29, 2024.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid, in the upset amount of three-hundred and seventy-eight thousand, nine-hundred and forty-six dollars and thirty cents (\$378,946.30) 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 shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to

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

The Contractor:

Miller Paving Limited
P.O. Box 248
704024 Rockley Road
New Liskeard, Ontario P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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

Remainder of Page left blank intentionally

Signed and Sealed in
the presence of

Britt Herd - Senior Manager, Estimating & Contracts

The Corporation of the City of Temiskaming Shores

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2024-000

2024 Roadway Rehabilitation Program

2024 Roadway Rehabilitation Program

Golding Street from Whitewood Ave to Broadwood - \$107,527.60

1. Pulverize existing surfaces.
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Place 50mm Hot Mix Asphalt at a width equal to the existing paved surface.
5. Adjust Driveways

Wellington Street South from Whitewood Avenue to Cedar Ave - \$108,281.20

1. Pulverize or Mill (If feasible) remaining existing surfaces
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Confirm Water Drainage
5. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Market Street from Broadwood Street to Paget Ave – \$133,137.50

1. Pulverize remaining existing surfaces
2. Place, grade and compact minimum 50mm of Granular A.
3. Adjust Structures
4. Confirm Swales
5. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
6. Adjust Driveways, if required.

Surface Treatment Program – \$30,000.00

1. Repair existing Surface Treat Surfaces
2. Apply single or Double lifts where required.

Approved 2024 Roads Program Allocation	\$ 385,000.00
Estimated cost for above noted work (with Non Ref.)	\$ 385,615.76
Available Funds (Budget less Estimated)	\$ -615.76



Appendix 02 to
Schedule "A" to
By-law No. 2024-000
Form of Agreement

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation Services**

Form of Tender

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.

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

Final payment will be made for actual quantities constructed and in accordance with the specifications.

Part A – Road Rehabilitation and Resurfacing

ITEM	SPEC	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Section 1		Golding Street from Whitewood to Broadwood			
A.1.1	330	Pulverize, Stabilize and Grade	2,184 m2	\$5.40	\$11,793.60
A.1.2	300	Granular "A" – 50mm	200 t	\$33.10	\$6,620.00
A.1.3	310	HMA – 50mm – Superpave 12.5	2,184 m2	\$33.50	\$73,164.00
A.1.4	310,300	Hard Surface Driveway Restoration	100 m2	\$67.25	\$6,725.00
A.1.5	408	MH, CB adjustments (Includes risers, materials and labour)	9 ea.	\$1,025.00	\$9,225.00
			A.1.0 Golding SUBTOTAL		\$107,527.60
Section 2		Amwell Street from Rorke to Georgina			Type text here
A.2.1	330	Pulverize, Stabilize and Grade	1,368 m2	\$5.40	\$7,387.20
A.2.2	300	Granular "A"	100 t	\$33.10	\$3,310.00
A.2.3	310	HMA – 50mm – Superpave 12.5	1,368 m2	\$33.50	\$45,828.00
A.2.4		Driveway Ramps	12 ea.	\$750.00	\$9,000.00

A.2.5	408	MH, CB adjustments (Includes risers, materials and labour)	4 ea.	\$1,025.00	\$4,100.00
			A.2.0 Amwell SUBTOTAL		\$69,625.20
Section 3		Wellington Street from Whitewood to Cedar			
A.3.1	330	Pulverize, Stabilize and Grade	2,508 m2	\$5.40	\$13,543.20
A.3.2	300	Granular "A"	200 t	\$33.10	\$6,620.00
A.3.3	310	HMA – 50mm – Superpave 12.5	2,508 m2	\$33.50	\$84,018.00
A.3.4		Fire Hall Sidewalk and Entrance	PW Operations	-	-
A.3.5	408	MH, CB adjustments (Includes risers, materials and labour)	4 ea.	\$1,025.00	\$4,100.00
		*Check Grade on this section! Water must Flow correctly!	N/A	-	-
			A.3.0 Wellington SUBTOTAL		\$108,281.20
Section 4		Market Street from Broadwood to Paget			
A.4.1	330	Pulverize, Stabilize and Grade	3,000 m2	\$5.40	\$16,200.00
A.4.2	300	Granular "A"	125 t	\$33.10	\$4,137.50
A.4.3	310	HMA – 50mm – Superpave 12.5	3,000 m2	\$33.50	\$100,500.00
		*Asphalt Swale south side	N/A	-	-
A.4.5	408	MH, CB adjustments (Includes risers, materials, and labour)	12 ea.	\$1,025.00	\$12,300.00
			A.4.0 Market SUBTOTAL		\$133,137.50

Section 5		Wilson Avenue between Hwy 65 and Grant (Plus Walking Path)			
A.5.1	330	Pulverize, Stabilize and Grade	2,800 m2	\$5.40	\$15,120.00
A.5.2	300	Granular "A"	150 t	\$33.10	\$4,965.00
A.5.3	310	HMA – 50mm – Superpave 12.5 *includes widening for Active Path to Transit Stop	2,800 m2	\$33.50	\$93,800.00
A.5.4	310,300	Hard Surface Driveway Restoration – 50mm SP12.5	200 m2	\$67.25	\$13,450.00
			A.5.0 Wilson SUBTOTAL		\$127,335.00
*Based on estimated quantities			PART A SUBTOTAL		\$545,906.50

Part B – Provisional Items

ITEM	SPEC	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Section 1		Provisional Items			
C.1.1	331	Full Depth Asphalt Removal	1,000 m2	\$12.00	\$12,000.00
C.1.2	310	50mm Milling	1,000 m2	\$22.50	\$22,500.00
C.1.3		Tack Coat & Geotextile	1,000 m2	\$4.95	\$4,950.00
C.1.4		Placement of Millings	1,000 m2	\$7.25	\$7,250.00
C.1.5	304	Single Lift Surface Treatment	1,000 m2	\$5.45	\$5,450.00
C.1.6	304	Double Lift Surface Treatment	1,000 m2	\$10.90	\$10,900.00
C.1.7		Sub-Excavate, Remove & Dispose of Unsuitable Subgrade Material (Roads)	700 m3	\$26.50	\$18,550.00
C.1.8	300	Granular A – Supply and Compact into place any Excavation as fill	800 t	\$33.10	\$26,480.00

C.1.9	300	Granular B Type 2 – Supply and Place	250 t	\$38.00	\$9,500.00
C.1.10		Slurry Sealing	1,000 m2	\$9.50	\$9,500.00
*Based on estimated quantities to determine Unit Prices applied to Agreement			PART B SUBTOTAL		\$127,080.00

Summary Table

Bid Form	Amount
Part A – Road Rehabilitation and Resurfacing Subtotal	\$ 545,906.50
Part B – Provisional Items Subtotal	\$ 127,080.00
Subtotal for Part A (Not including Tax)	\$ 545,906.50
Subtotal for all Parts A, B (Not Including Tax)	\$ 672,986.50

I/We Miller Paving Limited offer to supply the requirements stated within.

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

I/We will deliver the required services / equipment within _____ calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 28 day of February 2024

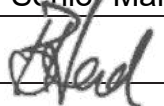
Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address 704024 Rockley Road	Title Senior Manager, Estimating and Contracts
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Email britt.herd@millergroup.ca

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER N/A in preparing my/our Tender.

Bidder's Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Authorizing Signature: 

Date: February 28, 2024
Form 1 to be submitted.

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation Services**

Non-Collusion Affidavit

I/ We Miller Paving Limited the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: New Liskeard this 28th day of February, 2024.

Signed:



Title:

Britt Herd, Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Form 2 to be submitted.

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation Services**

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

Dated at: New Liskeard this 28th day of February, 2024.

Signature:



Bidder's Authorized Official:

Britt Herd

Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Form 3 to be submitted.

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation Services**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

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

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

Name: Britt Herd Company Name: Miller Paving Limited

Phone Number: 705-647-4331 Email: britt.herd@millergroup.ca

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

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.

**City of Temiskaming Shores
PW-RFT-006-2024
Roadway Rehabilitation Services**

List of Proposed Sub-Contractors

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	Component
Own Forces		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Dated at: New Liskeard this 28th day of February, 2024.

Signature:



Bidder's Authorized Official:

Britt Herd

Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Form 5 to be submitted

Subject:	Free Tipping Fee Voucher Program	Report No.:	PW-010-2024
		Agenda Date:	March 5, 2024

Attachments

Appendix 01: By-Law to Amend By-law No. 2015-128 to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2024;
2. That Council supports the cancellation of the Landfill Amnesty Program with the subsequent introduction of the Free Tipping Fee Voucher Program; and
3. That Council hereby directs staff to make the necessary amendment to By-law No. 2015-128 – Solid Waste Management for consideration at the March 19, 2024 Regular Council Meeting.

Background

Since 2011, the city has offered residents an Amnesty Program at the Haileybury Landfill. This program consists of 2-weeks per year where residents could deposit waste for free, up to a maximum of 2 cubic yards per week.

With the closing of the Haileybury Landfill and the opening of the New Liskeard Landfill in October 2023, the new operations of a scale system to quantify the waste is not conducive to operating such a program. Each visitor to the landfill must cross the scale upon entry to weigh in as well as weigh out when leaving. With the increased traffic volume seen during the amnesty weeks, the program would be very ineffective.

Analysis

Staff analyzed the data available as it relates to the Amnesty Program. Using a 4-year average there have been approximately 500 residents utilizing the program for week 1 and approximately 290 for week 2. This equates to approximately 13% of eligible users for week 1 and 7% for week 2.

In addition, staff reached out to 4 northern municipalities to inquire if they provide free tipping fee services at their landfill. One municipality offers a similar program to what is currently in place, two municipalities do not offer any free tipping fee services and one offers a free tipping fee voucher program.

As a result, it is staff's recommendation to cancel the current Amnesty Program and introduce a Free Tipping Fee Voucher Program for Temiskaming Shores residents to obtain two vouchers per year. Each voucher would be valid for the deposit of up to 2 cubic yards of waste for free at the New Liskeard Landfill. The vouchers could be utilized at any time throughout the year.

All restrictions associated with the current Amnesty Program would continue.

If approved by Council, amendments to the Solid Waste Management By-law No. 2015-128 include:

- Removal of sub-section 3.5.5 – Amnesty Program.
- The replacement of Appendix 02 as described in Appendix 01 of this report.

Relevant Policy / Legislation / City By-Law

- By-law No. 2015-128 – Solid Waste Management.

Consultation / Communication

- Consultation with Senior Management

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

Alternatives

Council may consider not to offer any free tipping at the New Liskeard Landfill.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to amend By-law No. 2015-128 to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse – Free Tipping Fee Voucher Program

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

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

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

Whereas Council adopted By-law No. 2015-128 being a by-law to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse on June 16, 2015; and

Whereas Council considered Administrative Report No. PW-010-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2015-128, as amended, to cancel the Landfill Amnesty Program, and to introduce a Free Tipping Fee Voucher Program, for consideration at the March 19, 2024 Regular Council meeting.

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

1. That Council hereby amends Schedule "A" to By-law No. 2015-128, as amended by deleting Section 3.3.5 Amnesty Program, and renumbering all subsequent subsections accordingly.
2. That Council hereby amends Schedule "A" to By-law No. 2015-128, as amended, by deleting Appendix 02 – Organic Materials, Yard Waste & Amnesty Program, and replacing it with Appendix 02 – Organic Materials, Yard Waste & Free Tipping Fee Voucher Program, a copy of which is attached hereto and forming part of this by-law.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk

Organic Materials

In this By-law "*organic materials*" includes materials that will breakdown naturally and turn into compost such as:

- a) food scraps;
- b) diapers;
- c) animal waste
- d) soiled paper food containers; and
- e) any other materials or products designated by the *Director of Public Works* to be *organic materials*.

Yard Waste

In this By-law, *yard waste* means:

- a) leaves;
- b) grass clippings;
- c) trees (excluding root balls);
- d) garden roots and cuttings;
- e) hedge and shrub trimmings;
- f) brush cuttings;
- g) twigs and branches;
- h) natural *Christmas Trees*, decorations removed;
- i) any other item determined by the *Director of Public Works* from time-to-time to be *yard waste*.

Free Tipping Fee Voucher Program

In this By-law "free tipping fee voucher program" means a program that permits residents to drop of *waste* at the *landfill site*, at no charge, with the use of a voucher.

The free tipping fee voucher program shall have the following restrictions/conditions applied:

- a) Applicable to residents of the *City of Temiskaming Shores* and is **not** applicable to *ICI* establishments;
- b) Each resident is entitled to 2 free vouchers on an annual basis;
- c) Each voucher is valid for 2 cubic yards (equivalent to one ½ ton truckload) of waste in where no tipping fees will be applied. For all loads that exceed this amount, the appropriate tipping fee will apply;
- d) Tipping fees remain applicable for *prohibited waste*;
- e) Surcharge fee remains applicable for *White Goods* containing freon gas or ozone depleting substances;
- f) Vouchers are to be picked up at City Hall located at 325 Farr Drive in Haileybury;
- g) Residents are to supply a copy of their tax bill or letter of authorization from the taxpayer/landlord to obtain the vouchers.

Memo

To: Mayor and Council
From: Kristen Harburn, Energy and Climate Change Coordinator
Date: March 5, 2024
Subject: Building Decarbonization Pathways Project – Change Order and Funding Agreement Update
Attachments: App 01 – Project Change Order
App 02 – Draft By-law (Funding Agreement Update)

Mayor and Council:

City staff have the following update regarding the Building Decarbonization Feasibility Study Project.

In accordance with by-law 2023-118, the City entered into a funding agreement with the Federation of Canadian Municipalities (FCM) for this initiative. The FCM was to provide \$160,000 towards the estimated \$200,000 cost of the project. The City's portion of this project was included in the 2024 capital budget.

At the November 21, 2023, regular Council meeting, WF Group was awarded RFP-005-2023 as the main consultant to complete the building decarbonization pathways project. Their contract was set at an upset limit of \$95,000, a figure well below the \$160,000 in funding provided by the FCM.

While below budget, the City is responsible for 20% of the total eligible project costs per the grant terms. Maximizing approved funding by expanding the study scope ensures the most efficient use of taxpayer resources and advances our long-term decarbonization goals. With no future funding anticipated, City staff engaged in discussions with both the FCM and WF Group proposing to expand the study's scope to include an additional six buildings alongside the eight buildings initially identified for the study:

Initial eight buildings:

- Don Shepherdson Memorial Arena
- Waterfront Pool & Fitness Centre
- New Liskeard Public Works Main Garage (A)
- Shelley Herbert-Shea Memorial Arena
- City Hall
- Haileybury Public Works Garage
- Dymond Complex
- Riverside Place

Additional six buildings:

- New Liskeard Public Works - Environmental (B)
- New Liskeard Fire Hall
- Haileybury Medical Centre
- Temiskaming Shores Library
- Building Maintenance Shop (Haileybury)
- Haileybury Fire Hall

Attached as Appendix 01 is the proposed funding agreement change to incorporate these additional six buildings into the original project scope. Appendix 02 is the proposed change order for WF Group to include the additional buildings within the existing scope as the original RFP.

Therefore, City staff recommend Council's approval of the funding agreement update with the Federation of Canadian Municipalities and the proposed change order with WF Group, resulting in a revised project cost of \$160,750.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Kristen Harburn
Energy and Climate
Change Coordinator

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Contract Change Order

Project Title: Building Decarbonization Feasibility Study

Change Order No.: 01

Contractor/Consultant: WF Group

Original Contract Value: \$ 95,000.00

Current Contract Value: \$ 95,000.00

By-Law No.: 2023-118

CO Value: \$ 65,750.00

Date: March 5, 2024

New Contract Value: \$ 160,750.00

Project Description

The City entered into an agreement with WF Group through By-law No. 2023-118 for the Building Decarbonization Feasibility Study. This will include analyzing eight (8) carbon-intensive municipal buildings comprised of recreational, cultural, administrative, and maintenance garages within the municipality.

Description of Contract Change Order

The City wishes to include an additional six (6) buildings within the project scope increasing the total number of buildings with decarbonization pathways to fourteen (14). This change is in response to competitive bidding which provided additional budget room within the funding agreement with the Federation of Canadian Municipalities (FCM).

Attachments

WF Group Additional Services Request #1 – November 30, 2023

Reviewed and recommended for
approval by:

Mathew Bahm
Director of Recreation

ADDITIONAL SERVICES REQUEST #1 – Additional Facilities

Project No: 2023-0734-10
Project Name: Temiskaming Shores Building Decarbonization Feasibility Study
Client: The Corporation of the City of Temiskaming Shores

Date: November 30, 2023

The following scope of work has been requested in addition to our base agreement:

BACKGROUND:

The City of Temiskaming Shores would like to add six (6) additional facilities to the Building Decarbonization Feasibility Study project. The list of additional facilities is as follows:

1. New Liskeard Public Works - Environmental (B)
2. New Liskeard Fire Hall
3. Haileybury Medical Centre
4. Temiskaming Shores Library
5. Building Maintenance Shop
6. Haileybury Fire Hall

SCOPE OF WORK:

For each of the additional six (6) facilities, WalterFedy will provide the full services as described in the following documents:

- RS-RFP-005-2023
- 23-118 Agt WF Group (Agreement between the City and WalterFedy which includes WalterFedys RFP submission document)

To complete this additional service, it will add approximately 6-12 weeks to the overall project schedule. WalterFedy can confirm, as desired by the City, that there is no concern with full completion of the entire project (14 facilities) well within the 2024 year.

FEE:

The fee to undertake the additional scope of work is \$65,750 + HST.

Thank you.

WALTERFEDY



Patrick Darby, P.Eng., CEM, CMVP, LEED AP
Team Manager, Energy and Carbon Solutions
Partner
pdarby@walterfedy.com

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

**Being a by-law to amend By-law No. 2023-113 to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores – Amendment No. 1:
Addition of six municipal buildings**

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 reviewed correspondence at the October 17, 2023 Regular Meeting, from the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF), congratulating the City of Temiskaming Shores on its successful funding application to establish a roadmap to net zero emissions for eight municipal buildings within the City; and

Whereas Council adopted By-law No. 2023-113 at the October 17, 2023 Regular Council meeting, to enter into a funding agreement with the Federation of Canadian Municipalities (FCM), as a trustee of the Green Municipal Fund (GMF) in the upset amount of \$160,000, to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores; and

Whereas Council considered Memo No. 006-2024-RS at the March 5, 2024 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2023-113, being an agreement with Federation of Canadian Municipalities (FCM), as a trustee of the Green Municipal Fund (GMF) for the purpose of establishing a roadmap to net zero emissions, to add six buildings along with the eight buildings initially identified for the study, for consideration at the March 19, 2024 Regular Council meeting.

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

1. That Schedule A to By-law No. 2023-113, be hereby amended by the Amending Agreement, 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 any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-000

**Being a by-law to amend By-law No. 2023-113 to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores – Amendment No. 1:
Addition of six municipal buildings**

February 20, 2024

President

Président

Scott Pearce

Mayor

Township of Gore, QC

Maire

Municipalité du

Canton de Gore (Qc)

First Vice-President

Premier vice-président

Geoff Stewart

Deputy Mayor

Municipality of the

County of Colchester, NS

Maire suppléant

Municipalité du Canton

de Colchester (N.-É.)

Second Vice-President

Deuxième vice-présidente

Rebecca Bligh

Councillor

City of Vancouver, BC

Conseillère municipale

Ville de Vancouver (C.-B.)

Third Vice-President

Troisième vice-président

Tim Tierney

Councillor

City of Ottawa, ON

Conseiller municipal

Ville d'Ottawa (Ont.)

Past President

Présidente sortante

Taneen Rudyk

Councillor

Town of Vegreville, AB

Conseillère municipale

Ville de Vegreville (Alb.)

Chief Executive Officer

Cheffe de la direction

Carole Saab

Ottawa, ON

Kristen Harbun

The Corporation of the City of Temiskaming Shores

325 Farr Drive, P.O Box 2050

Haleybury

ON P0J 1K0

Project Title:

**Establishing a Roadmap to Net Zero Emissions for Eight
Municipal Buildings in the Town of Temiskaming Shores,
Ontario**

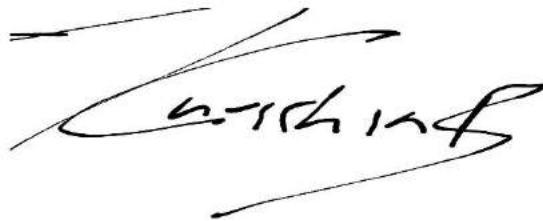
Application Number: CBR-23-0048

Dear Kristen Harbun:

Please find attached the amendment to GMF agreement CBR-23-0048 between the Corporation of the City of Temiskaming Shores and FCM. Enclosed is one copy of the amendment, and one copy of the signature page. Please sign this page, after which FCM will also sign. This will constitute a fully signed amendment and a copy will be returned to you for your records.

Please do not hesitate to contact me, at 343-925-6493 or ckaranga@fcm.ca should you have any questions or concerns.

Yours sincerely,



Christian Karanga

Project Officer

Green Municipal Fund

CK/ck

24, rue Clarence Street
Ottawa, Ontario, K1N 5P3

T. 613-241-5221

fcm.ca



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

**President
Président**

Scott Pearce

Mayor

Township of Gore, QC

Maire

Municipalité du

Canton de Gore (Qc)

**First Vice-President
Premier vice-président**

Geoff Stewart

Deputy Mayor

Municipality of the

County of Colchester, NS

Maire suppléant

Municipalité du Canton

de Colchester (N.-É.)

**Second Vice-President
Deuxième vice-présidente**

Rebecca Bligh

Councillor

City of Vancouver, BC

Conseillère municipale

Ville de Vancouver (C.-B.)

**Third Vice-President
Troisième vice-président**

Tim Tierney

Councillor

City of Ottawa, ON

Conseiller municipal

Ville d'Ottawa (Ont.)

**Past President
Présidente sortante**

Taneen Rudyk

Councillor

Town of Vegreville, AB

Conseillère municipale

Ville de Vegreville (Alb.)

**Chief Executive Officer
Cheffe de la direction**

Carole Saab

Ottawa, ON

24, rue Clarence Street
Ottawa, Ontario, K1N 5P3

T. 613-241-5221

fcm.ca

February 20th, 2024

Kristen Harbun

Energy & Climate Change Coordinator

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

RE: Amendment to Grant Agreement for CBR-23-0048- Corporation of the City of Temiskaming Shores –Establishing a Roadmap to Net Zero Emissions for Eight Municipal Buildings in the Town of Temiskaming Shores, Ontario

The Corporation of the City of Temiskaming Shores entered into a grant agreement with the Federation of Canadian Municipalities (“FCM”), dated October 29, 2023, for its study titled Establishing a Roadmap to Net Zero Emissions for Eight Municipal Buildings in the Town of Temiskaming Shores, Ontario(the “Grant Agreement”).

By this amending letter agreement (“Letter Agreement”), FCM and The Corporation of the City of Temiskaming confirm amendments to sections **Schedule C, 1. Project Description and 2. Project Costs** of the grant agreement, effective as of the date of this Letter Agreement.

FCM and the Corporation of City of Temiskaming Shores acknowledge and agree that:

1. Schedule C -1. Project Description of the Grant Agreement is now deleted and replaced with the following (the highlighted wording identifies the change):

The City of Temiskaming Shores will study the technical and financial feasibility of reducing greenhouse gas (GHG) emissions for **fourteen (14)** of its most carbon-intensive buildings, which account for 30% of the city's overall corporate GHG emissions (according to the 2019 GHG inventory). The objective of this project aligns with the city's broader aspiration of achieving net-zero emissions by 2050.

The study will include an in-depth analysis of each building, utilizing energy modelling to pinpoint the best reduction strategies. The study will then examine these strategies under two different scenarios: a minimum performance scenario aiming to achieve a 50% GHG reduction in 10 years, progressing to an 80% reduction in 20 years; and a more aggressive short-term deep retrofit scenario that aims to achieve the same reductions but over a condensed 5-year timeline.

As a small Northern Ontario municipality, the study will help improve the city’s knowledge of decarbonization measures and will set a benchmark for future GHG reduction initiatives. The potential savings from this initiative could be used to de-risk future investments in other decarbonization projects within the city's GHG reduction plan, thus creating a virtuous cycle of continual improvement.

2. Schedule C- 2. Project Costs of the Grant Agreement is now deleted and replaced with the following (the highlighted wording identifies the change):

WORK PLAN AND BUDGET				
Milestones	Cost Category	Eligible Cost (\$)	Ineligible Cost (\$)	Total Cost (\$)
Milestone 1: Project Kick-off	Start date:	01/2024	End date:	02/2024
Kick-off meeting - discussing expectations, goals and scope for this study (Consultant)	(8) Services	\$1,922	\$0	\$1,922
Kick-off meeting - discussing expectations, goals and scope for this study (City Staff)	(9) Staff remuneration	\$0	\$320	\$320
Review minutes from kickoff meeting and summarize in a progress report for records (City Staff)	(9) Staff remuneration	\$0	\$965	\$965
Milestone 1 Subtotal				\$3,207
Milestone 2: Site Investigation (BCA & Energy Assessments)	Start date:	01/2024	End date:	04/2024
Gather building data - Drawings, O&M records, manuals, and previous 12-36 months of utility data (City Staff) (Step 1)	(9) Staff remuneration	\$0	\$5,597	\$5,597
Review of specific building documents such as drawings, O&M records and manuals (Consultant) (Step 1)	(8) Services	\$19,220	\$0	\$19,220
Utility data analysis - at minimum review the previous 12 - 36 months and benchmark the performance (Consultant) (Step 1)	(8) Services	\$19,220	\$0	\$19,220
Building Site Investigation to assess building condition and fill any gaps in knowledge - City Hall (Consultant) (Step 1)	(8) Services	\$27,439	\$0	\$27,439
Building Site Investigation guide to assist the consultant with their assessment - all buildings (City Staff) (Step 1))	(9) Staff remuneration	\$0	\$1,231	\$1,231
Staff Interviews with critical operational and building management staff (Consultant) (Step 1)	(8) Services	\$12,110	\$0	\$12,110
Staff Interviews with critical operational and building management staff (City Staff) (Step 1)	(9) Staff remuneration	\$0	\$1,130	\$1,130
Review findings from building investigations and offer insights/input where required. Author a progress report describing the process of this milestone including methodology, any assumptions, challenges and barriers (City Staff)	(9) Staff remuneration	\$0	\$5,597	\$5,597
Milestone 2 Subtotal				\$91,544
Milestone 3: Calibrated Modelling of Existing Facilities & Design Workshop	Start date:	05/2024	End date:	06/2024
Development of Energy Models including hourly process loads using industry-standard modelling software (ex. eQuest, EnergyPlus, RETScreen) and consistent with the current revision of ASHRAE 14,also providing a calibration report (Consultant) (Step 2)	(8) Services	\$28,829	\$0	\$28,829

Design Workshop and energy model review with Project Team to address site-specific opportunities, constraints and barriers (Consultant) (Step 3)	(8) Services	\$3,844	\$0	\$3,844
Design Workshop and energy model review with Project Team to address site-specific opportunities, constraints and barriers (City Staff) (Step 3)	(9) Staff remuneration	\$0	\$640	\$640
Review energy models and minutes from design meeting. Provide guidance and assistance to consultant when necessary. Author a progress report summarizing progress towards deliverables, ideas for the final pathways, assumptions made during this milestone and any challenges. (City Staff)	(9) Staff remuneration	\$0	\$9,397	\$9,397
Milestone 3 Subtotal				\$42,710
Milestone 4: Measure-level Analysis & GHG Reduction Scenario Analysis	Start date:	07/2024	End date:	08/2024
Measure-level Analysis - to determine GHG abatement potential, non-energy benefits and capital costs for selected measures while still aligning with the reduction criteria for this study (Consultant) (Step 4)	(8) Services	\$23,064	\$0	\$23,064
Scenario Development - assemble measures into packages for each reduction pathway scenario (Minimum performance, short-term deep retrofit, and business-as-usual) and conduct technical and financial analysis to determine the effectiveness of each package(Consultant) (Step 5)	(8) Services	\$28,829	\$0	\$28,829
Review and evaluate the measures identified in the measure-level analysis and assess the packages assembled in scenario development. Author a progress report outlining the progress to date, any assumptions, challenges and barriers. (City Staff)	(9) Staff remuneration	\$0	\$9,397	\$9,397
Milestone 4 Subtotal				\$61,290
Milestone 5: decision Making Workshop	Start date:	08/2024	End date:	08/2024
Decision-making workshop with project team to review measure- and facility-level analysis results and reach a consensus on the GHG reduction pathways to be included in the final report and over what timeline (Consultant) (Step 6)	(8) Services	\$3,844	\$0	\$3,844
Decision-making workshop with project team to review measure- and facility-level analysis results and reach a consensus on the GHG reduction pathways to be included in the final report and over what timeline (City Staff) (Step 6)	(9) Staff remuneration	\$0	\$640	\$640
Review and summarize minutes from the decision-making workshop and author a progress report explaining progress towards the deliverables, assumptions, challenges and barriers. (City Staff)	(9) Staff remuneration	\$0	\$5,597	\$5,597
Milestone 5 Subtotal				\$10,080
Milestone 6: Final Report & Presentations	Start date:	09/2024	End date:	11/2024
Submission of a polished report outlining the preferred GHG reduction pathway scenarios, capital plan, alternative measures and facility-level options that were explored. (Consultant) (Step 7)	(8) Services	\$26,907	\$0	\$26,907

Review of all pathways report drafts for content and completeness (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$5,597	\$5,597
Final Reporting to FCM for the Completion Report to summarize each step of the study (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$760	\$760
Hand-over of all data (calculations, assumptions, excel tables, energy models and other data points) to the City in digital format (Consultant) (Step 7)	(8) Services	\$1,000	\$0	\$1,000
Reporting Final Results (presentations) to City Council, Climate Change Committee, and Relevant Stakeholders (Consultant) (Step 7)	(8) Services	\$3,844	\$0	\$3,844
Reporting Final Results (presentations) to City Council, Climate Change Committee, and Relevant Stakeholders (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$320	\$320
Milestone 6 Subtotal				\$38,427
Subtotal – All Phases (subtotals for eligible and ineligible costs are rounded down to nearest 100th)		\$200,000	\$47,100	\$247,100

Total Eligible Costs	\$200,000
-----------------------------	------------------

Unless specifically modified by this Letter Agreement, all other terms and conditions of the Grant Agreement shall remain unamended and in full force.

Capitalized terms not otherwise defined herein have the meanings attributed thereto in the Agreement.

This Letter Agreement is binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. This Letter Agreement shall be construed in accordance with the laws of province of Ontario and the laws of Canada applicable therein.

This Letter Agreement may be executed in several counterparts and each of which, so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument. A copy of this Letter Agreement executed by any party and transmitted by facsimile shall be binding upon the parties in the same manner as an original executed copy and delivered in person.

Yours truly,

FEDERATION OF CANADIAN MUNICIPALITIES

Per : _____
Catherine Gardner, Director, Client and
Funding Services Green Municipal Fund

Date : _____

I have authority to bind FCM herein.

**JEFF LAFERRIRE,
MAYOR**

Per : _____

Date : _____

*I/We have authority to bind the Corporation of the City of
Temiskaming Shores herein.*

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: March 5, 2024
Subject: Recreation Operations Update (March)
Attachments: Appendix 01 - Recreation Department Projects Tracking Sheet
Appendix 02 - PFC Monthly Statistics (Jan)

Mayor and Council:

Below is the monthly operational update from the Recreation department:

Parks and Facilities:

Arenas

- Staff repainted dressing room #5 at the DSMA and completed some maintenance for our board ads at both facilities. Between our two arenas, we have topped \$32,000 in advertising revenue this season with an additional \$7,000 per year expected once our new Olympia machine is in service.
- Staff decided to close our outdoor rinks for the season in mid-February. At the time, our ice base was very low and it would have taken more time than was available to get them in safe condition.

Halls

- Staff completed some repairs and touch ups at both the Dymond Community Hall and the Bun Eckensiller Community Hall while they were closed for floor maintenance.

NL Marina Building

- Staff are currently cleaning up the NL marina building and garage areas to get things ready for the 2024 operating season. Staff have been using the space as warm storage over the winter months.

Building Maintenance:

SHSMA

- Building Maintenance staff replaced a circulation pump motor on the domestic hot water line in the boiler room at the back of the arena. They also installed a new gas hot water tank in the basement boiler room, replacing the electric hot water tank. The electric hot water tank will be repurposed for use at the Dymond Outdoor rink building.

DSMA

- Staff replaced the step-down transformer on the lobby furnace as it had failed, melting the transformer and shutting down the furnace.
- GRL electric was called due to a faulty fire alarm pull station in the Olympia room. Gilles Lachapelle replaced the pull station, inspected the system and brought it back into service.

Bun Eckensviller Community Hall

- Staff recently repaired some of the vct tiles in the hall area of the facility. In total, 220 tiles were replaced, and the floor was given two coats of wax. The hall was closed for three days to complete the work.

CJTT Windows

- Building Maintenance staff, with the assistance of Recreation staff, added insulation to all the new windows in the CJTT building and re-installed all trim.

Programming:

- Swimming Lessons will end the first week of March. It is unlikely that we will be able to offer another set of swimming lessons this spring due to a lack of instructors.
- With our new Aquatic-Youth Programmer starting in March we are planning to restart our leadership courses asap.
- Pool bookings have been strong with Saturdays full until mid-May. We have also partnered with TDSS to offer a Bronze Medallion and Bronze Cross course during the week for school credit.
- Free swims courtesy of CSC-Temiskaming have been ongoing throughout February and were very well received by the public. They have also sponsored Parent & Tot skating throughout February and March along with some new equipment to encourage new skaters to come and try.

Age Friendly Program

- Regular indoor programs including line dancing, exercise classes, pickleball, bowling and indoor walking are continuing throughout February. Attendance at indoor walking has really increased in 2024. A weekly exercise class has restarted at Dymond Court.
- The community fridge continues to be low on stock. We have been receiving regular donations from Shoppers Drug Mart and have started advertising for donors. An updated MOU will be brought to council soon.
- Chair yoga has continued to be very well received by the community with strong attendance.

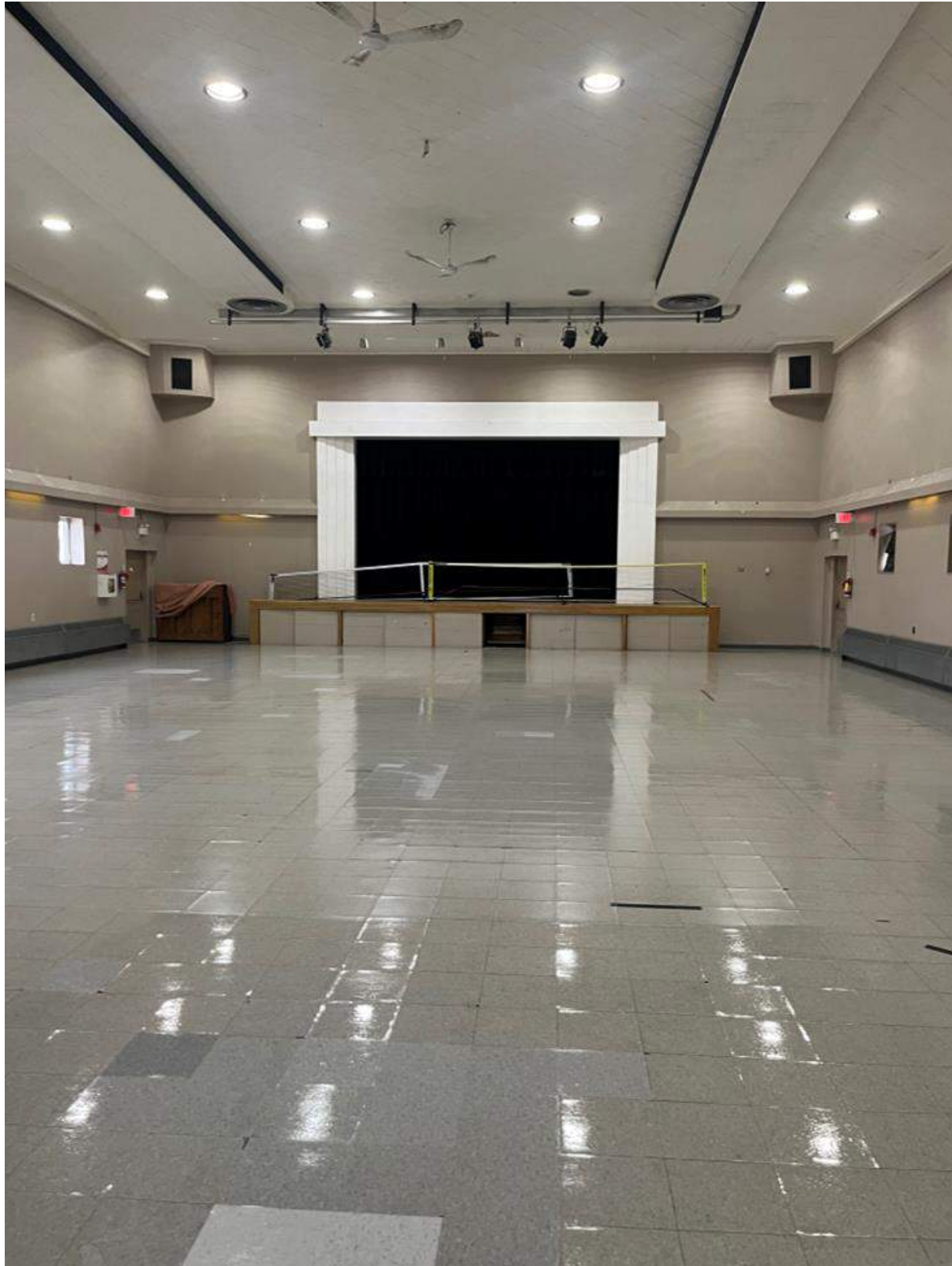
Administration:

- I'm happy to report that the City has hired a new aquatic-youth programmer, scheduled to begin work on March 11th. Our aquatic staff have been working on getting all the necessary information together to hit the ground running.
- Last month I reported that the City was exploring the possibility of extending the ice season by 3 weeks at the request of our users. The response has been encouraging and it appears that we will be going ahead with this timeline. We are anticipating approximately \$20,000 in revenue from this additional 3-week period based on current ice requests.
- The last day for ice at the SHSMA is still scheduled to be April 7 with our summer tenant utilizing the dry floor beginning April 15th.
- The ONTC agreement notice of termination was issued on February 21st. The last date for provision of this service at the PFC is March 22, 2024.
- Staff created the proposed schedule for the Haileybury Marina and sent it to our boaters for comment. The proposed schedule would see weekend service in May/June/Sept/Oct and service from Wed-Sun in July/August.

Dymond Hall, waxed and painted.



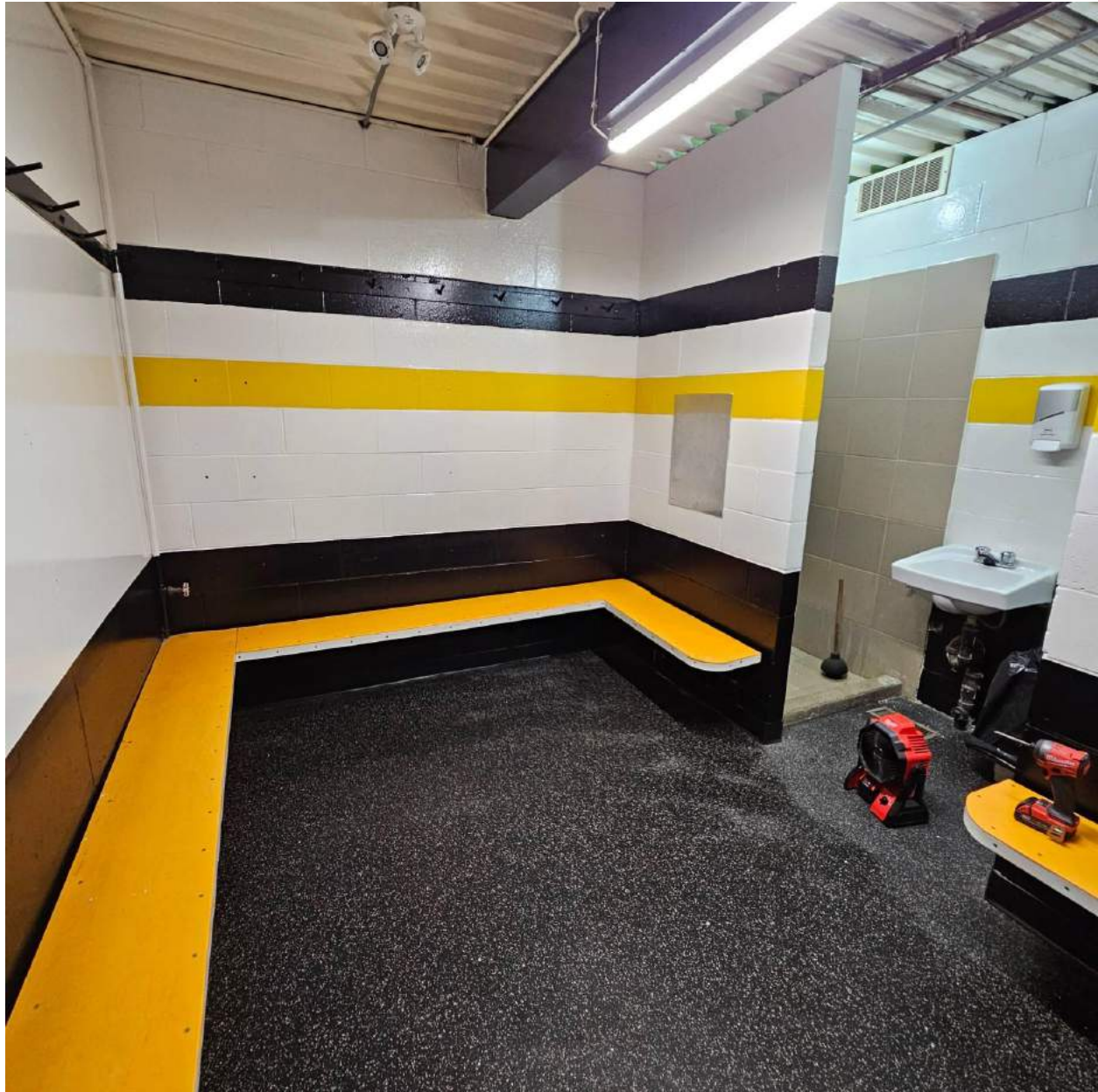
Bun Eckensviller Community Hall – Floor tiles repaired and waxed



Shelley Herbert-Shea Memorial Arena – Natural gas hot water heater installed



DSMA Room 5 – Freshly painted



2024 Budgeted Recreation Department Projects										
Project	Rec/ BM	Budgeted Cost	Project Lead	Project Method	Year	Capital /Operating	January 11, 2024	January 31, 2024	February 26, 2024	
NL Arena Accessibility Project	BM	\$ 1,000,000	Matt	RFT / PM	2022	Capital	Final deficiencies are being completed. M&E deficiencies are being rectified by sub-contractor. Final documentation is being compiled.	No change	Contractor continues to work at correcting final deficiencies.	
Olympia Replacement	Rec	\$ 170,000	Matt	RFT	2022	Capital	Manufacturer has indicated that our machine is on their production line and should be completed in 4-6 weeks.	No change	The machine was delivered on February 29th with staff receiving training on March 1st.	
Energy Audits (PW, PFC, CH, DSMA, RP)	BM	\$ 200,000	Kristen	Canoe	2023	Capital	WF Group has begun the project with a kickoff meeting.	WF Group has started the project as per their work plan.	WF Group is planning to conduct site visits the week of March 11th	
Hlby Beach Mushroom Conversion	Rec	\$ 25,000	Matt	Quotations	2023	Capital	New fixture has been ordered and is being manufactured.	No change	No change	
Kickplate Replacement (Hlby and NL)	Rec	\$ 18,000	Paul	Canoe	2023	Operating	Materials are on site and will be installed in 2024.	No change	No change	
Albert Street (STATO)	Rec	\$ 176,210	Mitch	RFT	2023	Capital	Contractor to install new trail in Spring 2024	No change	No change	
Gym Equipment (Hack Squat, Treadmill)	Rec	\$ 25,000	Jeff	Quotes	2024	Capital	Staff are working on procurement for these items.	No change	A treadmill has been ordered.	
Ball Diamond Groomer	Rec	\$ 23,000	Matt	Canoe	2024	Capital	Staff are working on the NOHFC Step 1 Submission	No change	No change	
Farr Park Project	Rec	\$ 480,000	Matt	RFP	2024	Capital	Staff are working on the NOHFC Step 1 Submission	No change	No change	
Shaver Park Rehab Project	Rec	\$ 95,000	Matt	RFQ	2024	Capital	Staff are working on the NOHFC Step 1 Submission	No change	No change	
Dymond Sports Park Fence	Rec	\$ 25,000	Matt	RFQ	2024	Capital	Procurement docuements are being drafted	No change	No change	
Hlby WTP Security Fence	ES	\$ 6,000	Matt	RFQ	2024	Capital	Procurement docuements are being drafted	No change	No change	
St Michel AT Path	Rec	\$ 85,000	Matt	RFQ	2024	Capital	Procurement docuements are being drafted	No change	No change	
Spurline Concrete	Rec	\$ 45,000	Matt	RFQ	2024	Capital	RFQ has been released	A recommendation to award the project is included in the upcoming council package.	Contractor is scheduled to mobilze to the site on May 13th	
Animal Pound Renovation	BM	\$ 75,000	Matt	RFQ	2024	Capital	Contractor has begun the renovation. Their timeline indicates completion is expected in March	Contractor is continuing the renovation and is on track to meet their goal of completion by March.	Project is continuing well. Contract change orders have pushed completion to mid-March	

Library Roof Repair	BM	\$	35,000	Matt	RFQ	2024	Capital	No Update	No Update	No Update
Haileybury Arena AODA Engineering	BM	\$	31,500	Matt	RFP	2024	Capital	Procurement docuements are being drafted	RFP has been released with a closure date of February 21, 2024	RFP has been canceled due to ambiguity with the drafted RFP. Staff have engaged with a consultant to narrow the focus of the procurement to ensure accurate consideration of proposals
EV Charger (New Liskeard)	CS	\$	100,000	Kristen	RFP	2024	Capital	Kristen is completing the grant application for this project	Application has been submitted.	Staff are awaiting a response to our grant application
Dymond Apartment Bathroom Reno	BM	\$	15,000	Paul	Quotes	2024	Capital	No Update	Staff are currently soliciting quotations for this work.	Staff continue to solicit quotations for this work.
Dymond Hall Door Replacement	BM	\$	13,000	Matt	Quotes	2024	Capital	No Update	No Update	No Update
Bandstand Roof Replacement	BM	\$	10,000	Paul	Quotes	2024	Capital	No Update	No Update	No Update
Harbourplace Deck Repair	BM	\$	15,000	Paul	Quotes	2024	Operating	No Update	No Update	No Update
Recreation Parks Equipment	Rec	\$	20,000	Matt	Quotes	2024	Operating	Equipment will be purchased in April for installation in May	Equipment will be purchased in April for installation in May	Equipment will be purchased in April for installation in May
Hlby Marina Redecking	Rec	\$	15,000	Paul	Quotes	2024	Operating	Staff are tentatively planning to being this project in March with our own staff	No Update	No Update
Playground Surfacing	Rec	\$	25,000	Paul	Quotes	2024	Operating	No Update	No Update	No Update
PFC Window Replacement	BM	\$	5,000	Jeff	Quotes	2024	Operating	No Update	No Update	No Update
NL Community Hall Feasibility Study	BM	\$	15,000	Matt	RFP	2024	Operating	Procurement docuements are being drafted	No Update	No Update
McCamus WTP Roof Replacement		\$	45,000	Matt	RFQ	2024	Capital	Procurement docuements are being drafted	RFQ has been released with a closure date of February 22, 2024.	RFQ closed with three bids. After review with our consultant, we are proposing to cancel the RFQ and reissue with new completion dates. We expect this will result in lower bids.
Niven St Reservoir Roof Replacement		\$	75,000	Matt	RFT	2024	Capital	Procurement docuements are being drafted	RFQ has been released with a closure date of February 21, 2024.	A recommendation to award has been included in the March CoW package.
NL Arena Side Door Replacement	BM	\$	7,000	Paul	Quotes	2024	Operating	A purchase order has been issued and the equipment has been ordered. Expected installation is February 2024	Completed	Completed
City Hall Floor Scrubber	BM	\$	4,000	Jeff	Quotes	2024	Operating	Floor machine has been received and is in service.	Floor machine has been received and is in service.	Floor machine has been received and is in service.
Floor Machine - Hlby Arena	BM	\$	6,000	Paul	Quotes	2024	Capital	Floor machine has been received and is in service.	Floor machine has been received and is in service.	Floor machine has been received and is in service.

2024 PFC Monthly Summary	
January 2024	
<u>Statistics</u>	
Pool	2293
Squash	73
Gym	4203
Class	346
Total	6915
Firemen	63
Doctors	73
Community Living	25
NEOFACS	0
Northern Star	3
A. Recovery	0
Lifetime	29
Total	193
Temagami Health	0
Northern Loons	21
Total	21
City Employees	234
City Summer Students	0
Councillors	7
Total	241
<u>Residents</u>	
Tem. Shores	5886
Other	529
Quebec	500
Total Residents	6915
Increase (Decrease) vs Jan 2023	6.48%
Total Attendance Jan 2023	6494

Subject: North On Tap 2024 Request for Assistance

Report No.: RS-003-2024

Agenda Date: March 5, 2024

Attachments

Appendix 01: North On Tap Request for Assistance

Appendix 02: Estimated Subsidy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-003-2024;
2. That Council approve the request from North On Tap for the use of municipal land on Friday July 12, 2024 and on Saturday July 13, 2024; and
3. Further that Council approves the various in-kind services, including set-up and take down of the event, supply of various equipment and provision of free boat docking the day of the event.

Background

North On Tap is a craft beer festival which has taken place each summer on the Haileybury waterfront since 2017 (2020 and 2021 editions cancelled due to COVID). North On Tap attracts large numbers of people to our community for their event which in turn allows organizers to donate their profits back to local community organizations.

The event takes place on the Haileybury Waterfront at the Harbour Place Pavilion and surrounding grounds. As part of the event, City staff have provided various in-kind services to the event organizers including setup and takedown of the municipality's portable stage, setup and takedown of various equipment such as tables, chairs, picnic tables and garbage cans, and various pieces of equipment such as generators and cord covers.

Staff received correspondence from the event's Site and Logistics coordinator outlining their request for assistance for the 2024 edition of North On Tap (Appendix 01) on January 31, 2024. This request was discussed by the Manager of Transportation, the Director of Recreation and the Superintendent of Parks and Facilities.

The Manager of Transportation provided organizers with the Event Road Closure Request Form to fulfill their request for the road closure of Farr Drive.

Analysis

North On Tap has become a favourite of locals and tourists each summer and support for the event brings significant dollars to the community.

Support for various festivals and events is not a core service provided by the City of Temiskaming Shores Recreation department and the majority of equipment previously owned by the City which was used to support large events was either donated or sold. Recreation staff do have the capacity to support North On Tap's 2024 event based on the assistance they've requested. Further, this event helps to support the City's Recreation Master Plan vision for Haileybury as a lifestyle destination.

The provision of these services to North On Tap, including the required staff overtime for the event have been calculated at \$14,000. The majority of the subsidy costs are associated with the staff time required to move, setup and take down various pieces of equipment such as the stage, tables, chairs, picnic tables and garbage cans. Adding to the cost is the necessity to schedule staff for overtime to complete some of these tasks. Recreation staff are still required to maintain regular service levels in other parts of the city before, during and after the event which necessitates scheduling overtime to meet the requests of organizers.

Staff have also included estimates for the expected rental costs of the municipally owned equipment requested.

Most of these estimated costs are not direct costs to the municipality but rather opportunity costs whereby time and equipment could be used to support regular service provision.

Relevant Policy / Legislation / City By-Law

- Municipal Alcohol Policy – By-law 2019-068
- Recreation Master Plan – By-law 2020-088

Consultation / Communication

- Consultation with the Manager of Transportation Services
- 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 ☐

Direct costs associated with supporting this event have been included within the proposed 2024 operating budget and are within the estimated amounts.

Alternatives

Council could decline the request for assistance from North On Tap.

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

Mathew Bahm

From: Hugo Rivet <hugo@h2tsportswear.ca>
Sent: Wednesday, January 31, 2024 10:19 AM
To: Mathew Bahm; Paul Allair; Mitchell McCrank
Subject: Request for support- North on Tap

Follow Up Flag: Follow up
Due By: Monday, February 26, 2024 3:30 PM
Flag Status: Flagged

Good morning Gentlemen,

This year marks our 6th Edition of the very popular North On Tap Craft Beer Festival. To date, we have given back over \$325, 500 to worthwhile groups and organizations in our communities.

Below you will find a request for assistance from the city of Temiskaming Shores for North On Tap.

We plan on running a family event on Friday night at the Harbour Place Pavilion.

1. The closing of Farr Drive from the north side of Marcella Street to the south side of Main Street from Friday July 12th, 2024 at 8:00am to Sunday July 14th, 2024 at 9:00am. We will make sure the emergency services have access in case an emergency arises. We met with them last year to discuss this.
2. We would also like to get a section of the marina to allow for free boat docking on Saturday July 13th 2024 for anyone attending our event by boat. We would have volunteers to help with the docking and signage that indicates where those slips are for boat docking. (Last year had over 30 boats dock in the marina)
3. In kind contributions from the city for set up and take down of the site which would include, but not limited to, Friday site set up, fencing, garbage receptacles, tables and chairs, picnic tables, stage for performers, electricity to our vendors booths and generator. We will require assistance to install the street banners this year. We can perhaps approach Miller Maintenance to perform this task in lieu of cash sponsorship.

If you have any questions, I can be reached via email or at 705-672-5555.

I would like to take this opportunity to thank the city of Temiskaming Shores and its staff for all their help with the North On Tap craft beer festival.

Hugo Rivet

North on Tap - Site and Logistics

PS - Don't forget Ticket sales for North on Tap launch Apr 1, 2024 at 8:00am via our website. Last year, our initial launch sold out in minutes.

**Please note that my cell number has changed to
705-672-5555.**

Hugo Rivet- H2T
506 Ferguson Ave.
PO Box 752
Haileybury, Ont. P0J 1K0
705-672-5555 showroom/mobile



North On Tap Subsidy Calculation

Item	Estimated units	Estimated Subsidy per unit	Total Subsidy
Stage Rental	1	\$ 3,060.00	\$ 3,060.00
Street Closure (incl. barricades)	1	\$ 510.00	\$ 510.00
7000w Generator	1	\$ 357.00	\$ 357.00
Trailer Rental	1	\$ 204.00	\$ 204.00
Harbour Place Pavillion Rental	3	\$ 78.03	\$ 234.09
Picnic Tables	20	\$ 51.00	\$ 1,020.00
Free Tipping	1	\$ 42.84	\$ 42.84
Marina Slips for free day docking	40	\$ 35.59	\$ 1,423.60
Recycling bins	2	\$ 25.50	\$ 51.00
Garbage Cans	12	\$ 25.50	\$ 306.00
Cord covers	20	\$ 15.30	\$ 306.00
A/P Attendants Regular Hours	38	\$ 41.69	\$ 1,584.13
A/P Attendants OT Hours	48	\$ 62.53	\$ 3,001.50
A/P Students	16	\$ 20.62	\$ 329.84
Management Time	20	\$ 62.41	\$ 1,248.18
Director Staff Time	3	\$ 106.11	\$ 318.32
		TOTAL	\$ 13,996.50
**Note - Markup on staff time is 33%			

Subject:	Community Choir Lease Agreement	Report No.:	RS-004-2024
		Agenda Date:	March 5, 2024

Attachments

Appendix 01: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-004-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall, for consideration at the March 19, 2024, Regular Council meeting.

Background

The Community Choir has been using office space for storage purposes in the Community Hall for quite some time. The City and Choir entered into a lease agreement on April 21, 2020, which outlined the Choir’s use of the space at the Community Hall. This agreement ended on December 31, 2022, without being renewed. City staff and representatives from the Choir group have determined that a new lease agreement is advantageous to both parties.

Analysis

A draft lease agreement is attached as Appendix 01. The term of the agreement would be until the end of 2026 with a flexible termination clause should things change prior to that.

The City would not collect any rental revenue from this lease agreement.

Relevant Policy / Legislation / City By-Law

- 2024 Recreation Services Operation Budget

Consultation / Communication

- Consultation with the Superintendent of Parks and Facilities
- Consultation with the Director of Corporate Services

Financial / Staffing Implications

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

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

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 and request the Community Choir find alternative arrangements.

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. 2024-000

Being a by-law to authorize the entering into a Lease Agreement with the Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall

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-004-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a lease agreement with the Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall, for consideration at the March 19, 2024 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with The Community Choir for the rental of space at the Lawrence “Bun” Eckensviller Community Hall, a copy of which is attached hereto as Schedule “A” and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk

Schedule “A” to
By-law No. 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Community Choir

Lease

Administered by:

The Corporation of the City of Temiskaming Shores

P.O. Box 2050
Haileybury, Ontario

P0J 1K0

This lease made this 19th day of March, 2024.

Between:

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

And:

The Community Choir
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the building known as the Lawrence "Bun" Eckensviller Community Hall (hereinafter called the "Building"), having an entrance off Whitewood 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 north-west office space on the upper level in the Lessor's Building located at 90 Whitewood Avenue, City of Temiskaming Shores, Ontario.

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 20th day of March 2024 and ending on the 31st day of December 2026.

And whereas the parties hereto covenant and agree as follows:

4. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Telephone** - to pay when due the cost of the telephone services supplied to the premises if so required;
- b) **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;

- c) **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;
- d) **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;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **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;
- g) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants during the last month of the term;
- h) **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;

- i) **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;
- j) **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 30 days written notice to the Landlord.
- k) **Termination by landlord**–The Landlord shall be entitled to terminate this lease upon giving 30 days written notice to the Tenant.
- l) **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.
- m) **Notice** – the Tenant must give 30 days notice in writing if they wish to end their tenancy and they must have the property vacated by the final day of their 30 days notice.
- 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 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 day's 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.

5. Landlord's Covenants

The Landlord covenants with the Tenant:

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates 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 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) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- h) **Notice** – the Landlord can terminate the lease upon giving 30 days written notice; and
- i) **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.

6. **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;
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale;
- 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; and
- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at

P.O. Box 2050, Haileybury, Ontario, P0J 1K0

and in the case of notice to the Tenant, to

P.O. Box 1933, New Liskeard, Ontario, P0J 1P0.

The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

7. Headings

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

8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken

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

Remainder of Page left Blank intentionally

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

Signed and Sealed in)
the presence of)

The Community Choir

Mary Light
Title: _____

Municipal Seal)

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger

Subject:	Niven Reservoir Roof Replacement RFQ Award	Report No.:	RS-005-2024
		Agenda Date:	March 5, 2024

Attachments

Appendix 01: Submission Opening Results - RS-RFQ-002-2024
Appendix 02: Draft Agreement - Rivard Brothers

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-005-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the replacement of the Niven Reservoir Roof in the amount of \$127,950 plus applicable taxes, for consideration at the March 19, 2024, Regular Council meeting.

Background

The City of Temiskaming Shores identified issues with the roof of the Niven St. Reservoir in 2023. Upon close inspection it was determined that the existing skylights, which serve as access points for the distribution pumps, were allowing water to infiltrate the roof structure. That water infiltration had caused multiple roof joists and one fascia board to fail. Staff had detailed design drawings created to replace the roof structure, modify the skylight openings and to install a new metal roof.

The project was included in the 2024 Capital Budget.

City staff released RS-RFQ-002-2024, Niven Reservoir Roof Replacement on January 23, 2024. The RFQ was placed on the City's website and Biddingo with a deadline for submissions of February 21, 2024.

Analysis

Two submissions were received in response to RS-RFQ-002-2024 by the closing date of February 21, 2024, at 2:00pm.

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

Roger A. Rivard O/A Rivard Brothers - \$127,950.00

DKI MSP Construction & Restoration - \$134,764.00

The submissions were reviewed for completeness and required elements by City staff with no issues noted.

Rivard Brothers have completed numerous repairs to other City of Temiskaming Shores buildings and their bid meets the technical requirements outlined within the RFQ.

Staff are therefore recommending that this RFQ be awarded to Rivard Brothers at the March 19, 2024, Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- 2024 Environmental Services Capital Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with the Manager of Environmental Services
- Consultation with an outside consultant
- Consultation with OCWA

Financial / Staffing Implications

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

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

This project has been included in the City's 2024 Capital Budget at a total cost of \$120,000. This figure included both this roof replacement and the replacement of the McCamus Well Building (estimated at \$40,000). Staff are proposing to increase this budget amount to \$175,000 using the Environmental Reserve fund to ensure the roofs of both of these critical pieces of infrastructure are repaired.

Climate Considerations

After review with the City's Climate Lens, no considerations for increased CO2 emissions, or temperature and precipitation adaptation were noted. Staff did not advise our consultant to design the roof structure to consider future solar panel installation due to the offset slope of the building which orients towards the north, making it a poor candidate for PV generation.

Alternatives

Council could direct staff to reissue a revised RFQ for this work.

Council could direct staff to cancel this project.

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

Document Title: **RS-RFQ-002-2024 Niven Reservoir Roof Replacement**

Closing Date: **Wednesday, February 21, 2024**





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

Department: **Recreation**

Opening Time: **2:45 p.m.**

Attendees via teleconference: **Microsoft Teams**

City of Temiskaming Shores:

Logan Belanger Municipal Clerk 	Kelly Conlin, Deputy Clerk 	Mathew Bahm, Director of Recreation 	Steve Burnett Mgr. Environmental 
--	--	--	--

Others (teleconference):

Patrick, Rivards		
Sylvain, Rivards		

Submission Pricing

Bidder: **Roger A. Enard & Rivard Brothers**

Description	Amount
Lump sum price per scope of work (exclusive of HST):	\$ 124,950.00
Hydro Disconnect (exclusive of HST)	\$ 3,000.00
Total (exclusive of HST):	\$ 127,950.00

Bidder: **DKI MSP Construction & Restoration**

Description	Amount
Lump sum price per scope of work (exclusive of HST):	\$ 133,764.00
Hydro Disconnect (exclusive of HST)	\$ 1,000.00
Total (exclusive of HST):	\$ 134,764.00

Bidder:

Description	Amount
Lump sum price per scope of work (exclusive of HST):	\$
Hydro Disconnect (exclusive of HST)	\$
Total (exclusive of HST):	\$

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

The Corporation of the City of Temiskaming Shores

By-law No. 2024-014

**Being a by-law to authorize an agreement with Roger A.
Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the
replacement of the Niven Reservoir Roof**

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-005-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the replacement of the Niven Reservoir Roof in the amount of \$127,950 plus applicable taxes, for consideration at the March 19, 2024, Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd., for the replacement of the Niven Reservoir Roof in the amount of \$127,950 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 any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk

DRAFT



Schedule “A” to

By-law 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

And

Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd.

for the replacement of the Niven Reservoir Roof

This agreement made this 19th day of March, 2024.

Between:

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

and

Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the following Contract documents:
 - i. Request for Quotation No. RS-RFQ-002-2024, titled Niven Reservoir Roof Replacement; and
 - ii. Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd. submission in response to RS-RFQ-002-2024 (Appendix 01).
- b) Do and fulfill everything indicated by this Agreement and in the Contract documents.
- c) Complete, as certified by the Director of Recreation Services, all the work by **July 19, 2024.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid One-Hundred and Twenty-Seven Thousand, Nine-Hundred and Fifty Dollars and Zero Cents (\$127,950.00) 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 Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Roger A. Rivard and Son Ltd. O/A Rivard Bros. Ltd.
Box 1551, 248 Shepherdson Road
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director of Recreation Services:

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

Remainder of this page left blank intentionally

Signed and Sealed in
the presence of

Patrick Rivard, Owner

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule “A” to

By-law No. 2024-000

Form of Agreement

City of Temiskaming Shores
RS-RFQ-002-2024
Niven Reservoir Roof Replacement

Form of Quotation

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Quotation. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus, and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

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

Lump sum price per scope of work (exclusive of HST)	\$ 124,950 .00
Hydro Disconnect (exclusive of HST)	\$ 3000 .00
Total (exclusive of HST):	\$ 127,950 .00
Estimated Mobilization Date:	June 24/2024
Estimated Completion Date:	July 19, 2024

* may be earlier
if materials are
on site and
no back orders

Acknowledgement of Addenda

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

Company Name:

Roger A. Rivard and Son Ltd o/a Rivard Bros Ltd

Mailing Address:

248 Shepherdson Rd, Box 1551, New Liskeard

Postal Code:

P0S 1P0

Telephone:

705-647-5613

Email:

patrick.rivard@firstgeneral.ca

Bidder's Authorized Official:

Patrick Rivard

Title:

Owner

Authorizing Signature:



Date:

Feb 21 / 2024

Contact name (if different
from authorizing official):

Contact's email:

patrick.rivard@firstgeneral.ca

Form 1 to be submitted.

City of Temiskaming Shores
RS-RFQ-002-2024
Niven Reservoir Roof Replacement

List of Proposed Sub-Contractors

Name	Address	Component
R+L Gutters / Lucas Jorgens	[REDACTED]	roofing
Jordy Antchian Electric	[REDACTED]	electrical

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Quotation document.

Dated at: New Liskeard this 21 day of February, 2024.

Signature:



Bidder's Authorized Official:

Patrick Rivard

Title:

Owner

Company Name:

Rivard Bros Ltd

Form 2 to be submitted.

City of Temiskaming Shores
RS-RFQ-002-2024
Niven Reservoir Roof Replacement

Non-Collusion Affidavit

I/We Rivard Bros Ltd the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

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

Dated at: New Liskeard this 21 day of February, 2024.

Signature:

Bidder's Authorized Official:

Title:

Company Name:

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFQ-002-2024
Niven Reservoir Roof Replacement**

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 Quotation submission or performing/providing the Goods/Services required by the Agreement.


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

List Situations:

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

Dated at: New Liskeard this 21 day of February, 2024.

Signature:



Bidder's Authorized Official:

Patrick Rivard

Title:

Owner

Company Name:

Rivard Bros Ltd

Form 4 to be submitted.

Subject: NL Marina Operations RFP Award

Report No.:

RS-006-2024

Agenda Date:

March 5, 2024

Attachments

Appendix 01: Submission Opening Results - RS-RFP-002-2024

Appendix 02: Temiskaming Power Sports Inc. Bid Submission

Appendix 03: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-006-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Temiskaming Power Sports Inc. for the lease of the New Liskeard Marina from March 20, 2024 to December 31, 2026, for the operation of a marina and power sports store, for consideration at the March 19, 2024, Regular Council meeting.

Background

The City of Temiskaming Shores operates two municipal marinas with one location (66 slips) in the former Town of Haileybury and the other location (82 slips) in the former Town of New Liskeard. These two marinas offer serviced hookups, fuel for purchase and pump outs. City recreation staff, along with a contingent of summer students, operate these two facilities from mid-May to early October each year.

Upon receipt of a report from staff at Council's February 6, 2024, Committee of the Whole meeting, Council passed the following resolution regarding the operation of the New Liskeard Marina:

Resolution No. 2024-056

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that:

Council directs staff to cancel Expression of Interest No. CS-EOI-001-2023, release a request for proposal for the lease of the New Liskeard Marina building and Marina operations, and to investigate a long-term plan for the property.

Carried

City staff released RS-RFP-002-2024, NL Marina Operations on February 8, 2024. The RFP was placed on the City's website and Biddingo with a deadline for submissions of February 27, 2024.

Analysis

Two submissions were received in response to RS-RFP-002-2024 by the closing date of February 27, 2024, at 2:00pm.

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

- Temiskaming Power Sports Inc., three-year total - \$90,000.00
- John Blanchard & Tanya Perry, three-year total - \$33,000.00

City staff reviewed the submissions for completeness and required elements with no issues noted. Scoring for the submissions was completed by staff with the following final scores being tabulated:

1. Temiskaming Power Sports – 885 Points
2. John Blanchard and Tanya Perry – 845 Points

Staff believe that by leasing operations of this facility the municipality will receive a net positive benefit. To begin, the municipality has only provided bare bones service to boaters in the three years the City has been operating the New Liskeard Marina. Temiskaming Power Sports has indicated they will operate for longer hours, offer confectionary items for sale, have parts and consumables for sale and do repairs. This is a benefit to not only our current boaters but to potential tourists who otherwise are not being offered this breadth of service on the Ontario side of the lake.

As part of the lease arrangement, Temiskaming Power Sports will be responsible for maintenance of the building and docks, cleaning of the facility and all the day-to-day activities of operating the marina. This will allow for City staff including our arena/parks attendants, building maintenance staff, summer students and administration staff to refocus service delivery to other areas of the municipality. With additional responsibilities this summer including spring ice at the DSMA, increases to summer festivals and continued increases to demand for parks usage, it is important to ensure we have enough staff capacity to deliver the service levels the community expects. An additional potential concern that this lease agreement mitigates is that one arena/parks attendant is

scheduled to move to work at our cemeteries for the summer without a temporary replacement scheduled to be hired in their place. By removing the need to staff the New Liskeard Marina, it will be possible to maintain the staffing levels required to deliver services at the expected level.

Ultimately, this agreement we allow the City to use our staff resources in a way that will have the broadest benefit.

Staff are therefore recommending that this RFP be awarded to Temiskaming Power Sports Inc. at the March 19, 2024, Regular Council meeting for a three-year term ending on December 31, 2026.

Relevant Policy / Legislation / City By-Law

- 2024 Recreation Services Operations Budget
- [By-Law No. 2017-015, Procurement Policy](#)
- [City of Temiskaming Shores Recreation Master Plan](#)

Consultation / Communication

- Consultation with the Manager of Parks and Facilities
- Consultation with the Director of Corporate Services

Financial / Staffing Implications

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

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

By implementing this lease agreement, the City will be lowering the total estimated revenue collected at this property in 2024 from \$110,000 to \$30,000 and lowering our estimated expenses from \$66,700 to \$12,400. In subsequent years our expenses will be lower by an additional \$6,300 as all utility costs will be transferred to Temiskaming Power Sports and the one time reimbursable \$5,000 towards maintenance and renovations is for 2024 only (the City will incur approximately \$2,300 in utility expenses for the Jan-Mar period this year).

In exchange for this net decrease, the City will realize approximately 2,100 hours in additional staff time to reallocate to bolster other service provision. These hours are split among A/P staff, City Hall admin staff and summer students.

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 reissue a revised RFP for this work.

Council could direct staff to cancel this project and maintain services through the use of municipal employees.

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

Document Title: **RS-RFP-002-2024 "NL Marina Operations"**


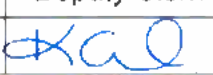

Closing Date: **Tuesday, February 27, 2024**

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

Department: **Recreation**

Opening Time: **2:30 p.m.**

Attendees via teleconference: **Microsoft Teams**
City of Temiskaming Shores:

Logan Belanger, Municipal Clerk	Kelly Conlin Deputy Clerk	Mathew Bahm Director of Recreation	Shelly Zubych Director of Corporate Services
		<i>electronically.</i>	

Others (teleconference):

<i>Cody, Temiskaming Power Sports</i>		

Submission Pricing

Bidder: *Temiskaming Power Sports clnc*

Description	Amount (Without HST)
2024 Proposed Fee (exclusive of HST):	\$ <i>30,000.00</i>
2025 Proposed Fee (exclusive of HST):	\$ <i>30,000.00</i>
2026 Proposed Fee (exclusive of HST):	\$ <i>30,000.00</i>
Three Year Total:	\$ <i>90,000.00</i>

Bidder: *John Blanchard & Tanya Perry*

Description	Amount (Without HST)
2024 Proposed Fee (exclusive of HST):	\$ <i>10,000.00</i>
2025 Proposed Fee (exclusive of HST):	\$ <i>11,000.00</i>
2026 Proposed Fee (exclusive of HST):	\$ <i>12,000.00</i>
Three Year Total:	\$ <i>33,000.00</i>

Bidder:

Description	Amount (Without HST)
2024 Proposed Fee (exclusive of HST):	\$
2025 Proposed Fee (exclusive of HST):	\$
2026 Proposed Fee (exclusive of HST):	\$
Three Year Total:	\$

Bidder:

Description	Amount (Without HST)
2024 Proposed Fee (exclusive of HST):	\$
2025 Proposed Fee (exclusive of HST):	\$
2026 Proposed Fee (exclusive of HST):	\$
Three Year Total:	\$

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

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to authorize an agreement with Temiskaming Power Sports Inc. for the replacement of the lease of the New Liskeard Marina, for the operation of a marina and power sports store

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-006-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with Temiskaming Power Sports Inc. for the lease of the New Liskeard Marina from March 20, 2024 to December 31, 2026, for the operation of a marina and power sports store, for consideration at the March 19, 2024, Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with Temiskaming Power Sports Inc. for the lease of the New Liskeard Marina from March 20, 2024 to December 31, 2026, for the operation of a marina and power sports store, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



**Schedule “A” to
By-law No. 2024-000**

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Temiskaming Power Sports Inc.

for the lease of the New Liskeard Marina

This Lease

Between:

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

And:

Temiskaming Power Sports Inc.
("The Tenant")

Witnesses that in consideration of the rents reserved and the covenants and provisos herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parts 1 and 2, Parcel 22186 S.S.T., and Part Lot 9, Concession 1, Dymond Township, plus Part of Water Lot 3604 N.N.D., as registered in the Registry Office for the District of Timiskaming, as indicated on attached "Appendix 01" to this agreement, commonly known as the "New Liskeard Marina" hereinafter referred to as the "Lands". To hold the Lands for a term **commencing on the 20th day of March, 2024 and ending on the 31st day of December, 2026.** The rent in respect of the Lands shall be the total sum of **\$90,000.00 + HST**, payable in installments as set out in Section 1.1.

It is acknowledged that the Lands include the following: a 1-½ story wood frame structure with metal clad siding, approximately 3,013 sq. ft. downstairs, commonly known as the retail and service center area; 450 sq. ft. upstairs, commonly known as the office; having an entrance off Riverside Drive; all docks fronting on the property, commonly known as the boat slips; one pump-out and one fuel tank with dispenser, and a 1-story storage shed, approximately 1,850 sq. ft.

Section One – Tenant's covenants:

The Tenant covenants with the Landlord as follows;

- 1.1 **To pay rent** – to pay rent. All rent in arrears bears interest at the rate of 1.25% per month (15 percent per annum) for the term of this agreement. Rent shall be payable based on the following schedule:
1. 2024 (8 payments) - \$3,750.00 +HST/month payable on the 1st of each month beginning July 1, 2024.
 2. 2025 (12 payments) - \$2,500.00 +HST/month payable on the 1st of each month.
 3. 2026 (12 payments) - \$2,500.00 +HST/month payable on the 1st of each month.

- 1.2 **Utilities** – to pay all utilities related to the Lands during the term of the Lease except those specifically noted as the responsibility of the Landlord.
- 1.3 **Operations of Marina** – to be wholly responsible for the provision of marina services to the public including but not limited to, rental of boat slips, fuel distribution and pump out services for the period covering May 15th to October 15th. The Tenant shall be responsible for the setting of fees, collection of fees and all aspects of the provision of marina services.
- 1.4 **Hours of Operation** – to operate the facility on a year-round basis. The hours of operation shall follow the Tenant’s proposal attached as Appendix 02, unless consented to in writing by the Landlord:
- 1.5 **Fuel Sales** - to provide fuel to customers during the hours of operation. Obtaining the fuel is the responsibility of the Tenant.
- 1.6 **Sanitary Pump-outs** – to perform sanitary pump-out services of vessels on a request basis. The Tenant may set and collect fees for such service. The Tenant shall not be responsible for general maintenance of the pump-out unit unless damage arises from its own negligence, carelessness or willful acts and those of its employees, agents and officers.
- 1.7 **Washrooms** - the Tenant shall maintain the washroom facilities in a clean and orderly condition and provide the key for the washroom facilities to boaters during hours of operation.
- 1.8 **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 Building; and in so doing the Tenant shall make the necessary alterations, repair, or addition to or deletion from any part of the Building 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.
- 1.9 **Maintenance and Repairs** – during the term of the lease, and any extension thereof, to keep the said Lands including the docks and Building, including windows, fixtures and fittings therein, in good repair; damage by fire, lightning, tempest, flood, explosion, act of God or the Queen’s enemies, riot, civil commotion, insurrection, structural defects and other causes not the fault or responsibility of the Tenant or any of its employees only, excepted; and to deliver them upon such condition on the termination of the lease.
- 1.10 **Maintenance of adjacent areas** – during the term of the lease and any extension thereof to keep and maintain the sidewalks, area ways and rights of way adjacent to the buildings clean and free from rubbish, ice and snow. Grass and vegetation within

the blue highlighted areas of the Lands as indicated on the map in Appendix 01 shall be the responsibility of the Tenant to maintain.

- 1.11 **Waste** – not to suffer any waste or injury to the Lands, or any part thereof, and not to use or occupy the Lands, or any part thereof, or permit them to be used or occupied for an unlawful purpose.
- 1.12 **Insurance** – not to use the Lands or permit items to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increase. In addition, and in any event, the Tenant, shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, public liability insurance applying to all operations of the Tenant, which include bodily injury liability and property damage liability. Such policy or policies shall be for not less than \$5,000,000.00 per occurrence. The Tenant shall produce to the Landlord a Certificate of Insurance confirming the above coverage. The Tenant shall not be responsible for environmental liability relative to the gasoline pumps and tanks situated on the Lands but shall be responsible for environmental liabilities arising from its own negligence, carelessness or willful acts and those of its employees, agents and officers.
- 1.13 **WSIB** – The Tenant agrees to submit to the Landlord, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario; or written confirmation from the Workplace Safety Insurance Board that the Tenant and employees are not subject to Workplace Safety Insurance.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Tenant. If in default under the Act or Regulations, the Landlord may withhold payment in an amount sufficient to cover such default or cancel the contract.

- 1.14 **Alterations, new structures** – except as herein provided, not to make or permit to be made any major structural alteration, addition, change or improvement to the Lands without obtaining the prior written approval of the Landlord, which approval shall not be unreasonably withheld provided the Tenant has fully complied with the terms, covenants and conditions of the lease.
- 1.15 **Replacement of damaged building** – in the event that the complete destruction of or damage to the Building, or partial damage to the Building, results in the Tenant's inability to reasonably carry on his business therein the Tenant is permitted to terminate this lease by providing notice to the Landlord within fifteen (15) days of the happening of the damage or destruction. If the Tenant chooses not to terminate the lease within fifteen (15) days from the damage or destruction, the Landlord shall begin the repair or replacement thereof and with due diligence, repair or reconstruct the Building or replace the Building with another building of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the

balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the Landlord.

The Landlord shall not be responsible for any loss of profit of the tenant due to the complete destruction, damage or partial damage to the building resulting in the Tenant's inability to reasonably carry on his business therein.

- 1.16 **View state of repair** – to permit the Landlord at all reasonable times to enter and view the state of repair of the Building and the Lands.
- 1.17 **Surrender** – at the expiry of the term, or the extension thereof, or sooner termination, to quit the Lands and the Building and surrender in good order and condition, the Building and other improvements which belong to the Landlord.
- 1.18 **Nuisance** – not to do or permit a nuisance.
- 1.19 **Construction liens** - to procure the prompt discharge, at the Tenant's expense, of all construction liens claimed in respect of the Lands and resulting from construction undertaken by the Tenant and for which the Tenant is responsible.
- 1.20 **New owner** - in the event of the sale of the business located on the Lands, the Tenant shall provide the Landlord thirty (30) days advanced written notice of termination of this agreement. The Landlord shall, in good faith, enter into negotiations with the new prospective tenant with the intent of entering into a lease agreement for the Lands.
- 1.21 **Indemnities** – to indemnify the Landlord against all liabilities, damages, costs, claims, loss or actions arising out of:
 1. a breach, violation or non-performance of a covenant, condition or agreement in this lease on the part of the Tenant to be observed or performed;
 2. damage to the property of the Tenant, or subtenant or licensee of the Tenant and persons claiming through the Tenant, or damage to other property except where the damage has been caused by the negligence of the Landlord; and
 3. injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the Landlord.
- 1.22 **Distress** – subject to the rights of the first leasehold mortgage, all goods, chattels and property of the Tenant, from time to time on the Lands or in the Building, are subject to distress.
- 1.23 **Use of Building** – not to permit the Building to be used for any purpose other than to carry on the business of a service marina; boat, snowmobile, ATV and motor sales and repair facility; a tackle/sporting goods/clothing retail store and a bait store; and not to carry on or permit to be carried on therein any other trade or business without the consent in writing of the Landlord; provided that the Tenant shall be entitled to operate

a small engine repair shop on the site in conjunction with one of the other uses specified herein.

- 1.24 **Name of Building** – not to name the Building or permit it to be named without the consent of the Landlord; such approval shall not be unreasonable withheld.
- 1.25 **Signs** – not to use the outer walls or windows of the Building for any notice or name plate except as approved by the Landlord; such approval shall not be unreasonable withheld.
- 1.26 **Maintain Public Access** – not to restrict public access to the boardwalk and breakwater on the tenant’s leased property except as approved by the Landlord.
- 1.27 **Storage on Leased Lands** – not to store vehicles, boats, snowmobiles or other powered equipment on the Lands unless they are within an enclosed area or are being stored for a duration of less than seven (7) days. Display of boats, snowmobiles, or other powered equipment which is for sale by the Tenant shall be permitted on the Lands.
- 1.28 **Waste Collection** – to provide adequate waste and recycling collection at the facility for use by patrons of the facility. The Tenant shall ensure that all solid waste produced at the Lands be disposed of at a licensed waste facility at the cost of the Tenant.

Section Two – Landlord’s Covenants:

The Landlord covenants with the Tenant as follows:

- 2.1 **Utilities** – to only provide water and sanitary sewer hookups to the building and pay for any associated costs.
- 2.2 **Easements** – that if its consent is required in connection with the granting of easements for water, gas, steam, electricity, telephone and sewers or storm drains, consent will not be unreasonably withheld;
- 2.3 **Lands** – to offer up the Lands at the commencement of the term of this lease and at the commencement of any term of renewal in a state of good repair and to allow the Tenant to examine such Lands to confirm such state of repair at the commencement of this term and any renewal;
- 2.4 **Boat Slips/Main Dock** – The Landlord shall, in conjunction with the Tenant, inspect and repair the main docks, slips, electrical power and water service at the conclusion of the “ice out” period each spring (typically April and May each year). All other maintenance of the boat slips and main docks shall be the responsibility of the tenant;
- 2.5 **Fuel Pumps and Tanks** – The Landlord will assume ownership of fuel pump and tanks;

- 2.6 **Buildings Maintenance** – The Landlord shall be responsible for items related to the structural integrity of the building and its envelope, to the satisfaction of the Landlord. The Landlord will reimburse the Tenant, in 2024 only, \$5,000.00 towards maintenance and renovations at the building. Funds will be reimbursed upon the Tenant producing applicable receipts to the Landlord and demonstrates that the work at the building has been completed. A final decision on reimbursement will be at the Landlord’s discretion.
- 2.7 **Breakwater Maintenance** – The Landlord will be responsible for reasonable upkeep and maintenance of the existing breakwater.
- 2.8 **Property Maintenance** – to maintain grass and vegetation on all areas of the property not identified in blue within Appendix 01 to the satisfaction of the Landlord.
- 2.9 **Boardwalk Maintenance** – To maintain the publicly accessible boardwalk, which crosses the Lands, to an acceptable standard for use by the public.
- 2.10 **Refuse Collection** – The City shall not provide any refuse or recycling receptacles or collection specific to this operation.
- 2.11 **Winterization** – The City shall complete yearly winterization of all parts of the dock’s water distribution system. Winterization shall commence at a mutually agreed upon date each year or October 31st, whichever is sooner. Winterization shall take place with the Tenant present and any damages from the usage of the water distribution system during or after winterization by the City shall be considered negligence on behalf of the Tenant. To clarify, damage due to improper winterization by the City shall not be considered negligence on behalf of the Tenant.

Section Three - Provisos

- 3.1 **Renovating of fixtures** – At the expiry or earlier termination of the lease or any extension thereof, the Tenant may remove its fixtures as long as the Tenant either compensates the Landlord for or repairs the damage resulting from the installation or removal of the fixtures.
- 3.2 **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 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 as to duration.
- 3.3 **Non-waiver** – Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not constitute a waiver of the Landlord’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the Landlord hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the Landlord are deemed to be cumulative and not alternative.

- 3.4 **Surrender** – No surrender of the lease by the Tenant is valid unless accepted in writing by the Landlord. A thirty day notice is required to be given by the Tenant and the Landlord before such termination of the lease.
- 3.5 **Default provisions** – Whenever;
- (i) The Tenant defaults in the payment of any installment of rent, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - (ii) The Tenant fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this lease on the part of the Tenant (other than the payment of rent or other sums of money) and the failure continues for, or is not remedied within thirty (30) days next after the giving of written notice by the Landlord to the Tenant, or if the term hereby granted is taken in execution or attachment, it is lawful for the Landlord to enter upon the Lands or any part thereof in the name of the whole and this shall be at the option of the Landlord and with or without entry may terminate the lease and all the rights of the Tenant with respect to the Lands shall be absolutely forfeited. If the condition complained of reasonably requires more time to cure than the thirty day period aforesaid, the Tenant is deemed to have complied with the remedying thereof if the Tenant has commenced remedying or curing the condition within the thirty day period and diligently thereafter completes the same.
- 3.6 **Bankruptcy of tenant** – The bankruptcy, insolvency or reorganization of the Tenant under any laws then applicable, or the appointment of a trustee for the benefit of creditors or a receiver, shall not be deemed a breach of this lease as long as the provisions of this lease are otherwise complied with.
- 3.7 **Mortgage and disposition of reversion** – Nothing in this lease precludes the Landlord from mortgaging or disposing of the reversion in the Lands.
- 3.8 **Notices** – All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:

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

and in the case of the Tenant addressed to the Tenant at:

Temiskaming Powersports Inc.
883371 Hwy 65E
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- 3.9 **Amendment** – This lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- 3.10 **Binding Effect** – The terms and provisions of this lease extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- 3.11 **Captions** – The captions appearing at the headings of the paragraphs 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 of meaning of this lease or any of its provisions.
- 3.12 **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term.
- 3.13 **Right of Termination** – The Landlord, in addition to all other rights, shall have the right to terminate this lease by providing three-hundred and sixty-five (365) days 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 City, and the City may re-enter and take possession of the premises.
- 3.14 **Independent Contractor** - The Tenant will provide services as an independent contractor and not as an employee of the Landlord. The Tenant agrees that the Landlord shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Landlord to the Tenant or amounts paid by the Tenant to its employees or contractors. The Tenant agrees to indemnify the Landlord from any and all claims in respect to the Tenant's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions. The Tenant agrees that as an independent contractor, the Tenant will not be qualified to participate in or to receive any employee benefits that the Landlord may extend to its employees. The Tenant is free to provide services to other clients so long as there is no interference with the Tenant's contractual obligations to the Landlord. The Tenant has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Landlord.

Remainder Of Page Left Intentionally Blank

Signed and Sealed in
the presence of

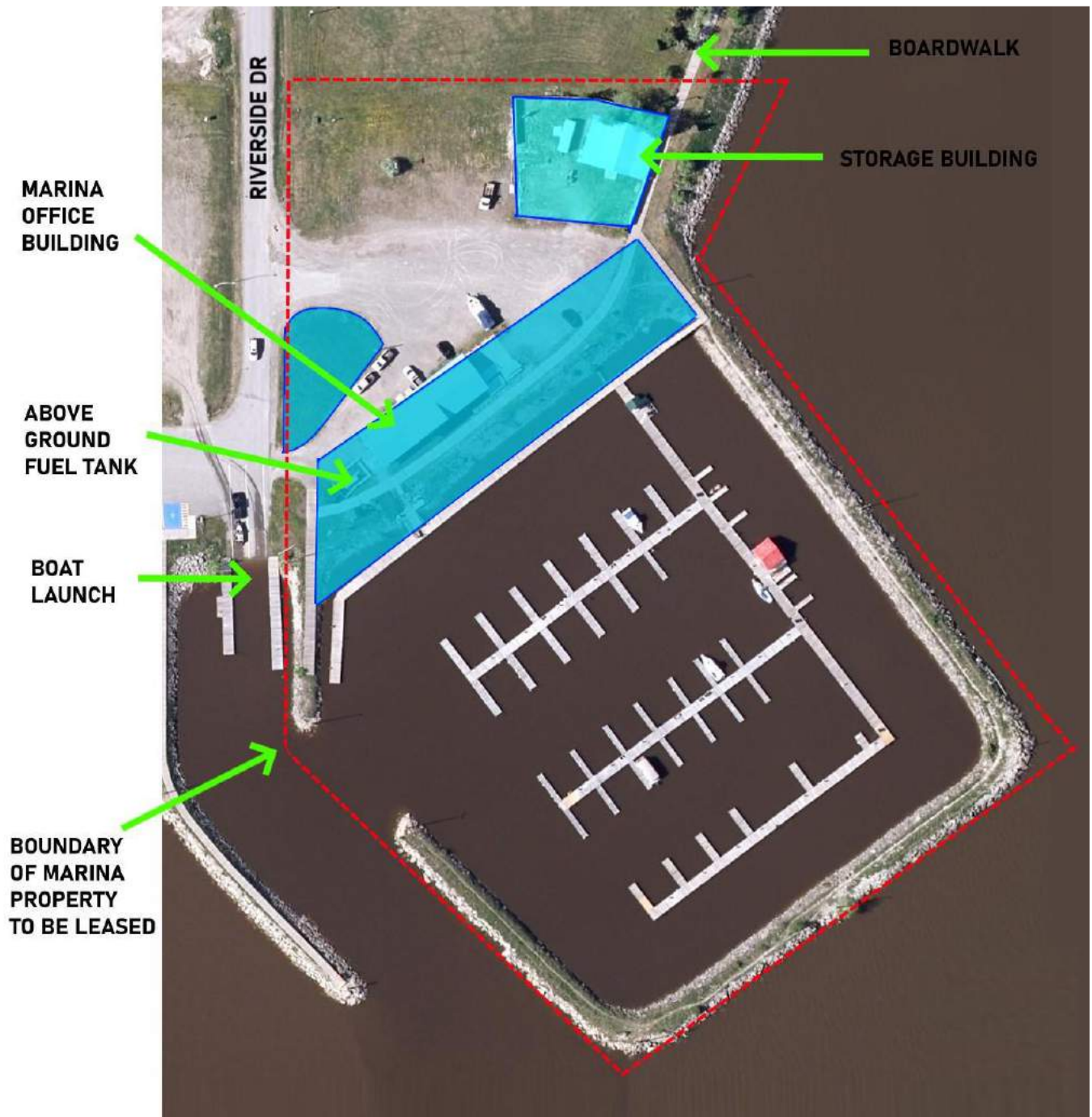
Bill Terentiuk, Secretary

The Corporation of the City of Temiskaming Shores

Mayor – Jeff Laferriere

Clerk – Logan Belanger

Appendix 01



Appendix 02: Tenant’s Proposal

**City of Temiskaming Shores
RS-RFP-002-2024
NL Marina Operations****Form of Proposal**

Proponent's submission of bid to: The Corporation of the City of Temiskaming Shores

We/I, Temiskaming Powersports Inc.
(Registered Company Name/Individuals Name)Of, 883371 Hwy 65 E, New Lisland ON P0S 1P0
(Registered Address and Postal Code)Phone Number: 705-647-8533 Email: [REDACTED]

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

Description	Amount
2024 Proposed Fee (exclusive of HST):	\$ 30,000 .00
2025 Proposed Fee (exclusive of HST):	\$ 30,000 .00
2026 Proposed Fee (exclusive of HST):	\$ 30,000 .00
Three-year total:	\$ 90,000 .00

I/we will submit the necessary proof-of-insurance and WSIB certificate within 30 days of being notified our proposal(s) have been accepted.	Yes <input checked="" type="checkbox"/>
I/we have submitted information including but not limited to our organization's background information, our proposed services, and our proposed fees.	Yes <input checked="" type="checkbox"/>

Continued on next page...

Acknowledgement of Addenda

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

Bidder's Authorized Official:

Bill Terentiat

Title:

City Secretary

Authorizing Signature:

[Signature]

Date:

Feb 20, 2024

Contact name (if different
from authorizing official):

Contact's email:

[Redacted]

Form 1 to be submitted.

City of Temiskaming Shores
RS-RFP-002-2024
NL Marina Operations

Non-Collusion Affidavit

I/ We Temiskaming Power Sports Inc. the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

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

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

Date:

Feb 20, 2022

Bidder's Authorized Official:

Bill Terentuk

Title:

Secretary

Company Name:

Temiskaming Power Sports Inc.

Authorizing Signature:

[Signature]

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2024
NL Marina Operations**

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.

Date:

Feb 20, 2022

Bidder's Authorized Official:

Bill Terenlink

Title:

Secretary

Company Name:

Temiskaming Power Sports Inc.

Authorizing Signature:

[Signature]

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2024
NL Marina Operations**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

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

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

Date:

Feb 20, 2024

Bidder's Authorized Official:

Bill Terentuk

Title:

Secretary

Company Name:

Temiskaming Power Sports Inc.

Authorizing Signature:



I, _____, 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, Bill Terentuk, 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.



Temiskaming Power Sports Inc

Tel : 705-647-8533

Email : [REDACTED]

In August of 2006 I, Bill Terentiuk, opened up BNS Corner Gas in North Cobalt. I owned and operated this business until May 2010. During the summer of 2010, I worked at Temagami Marine. Before this, from 2004-2006 I worked at Quinn's Marina down in Perfferlaw. In November 2010, myself and Tom Green started Northern Sports & Marine which was run out of the back shop of the Temiskaming Shores Marina. We ran a successful repair shop for small engines (boats, ATV's & snowmobiles) as well as parts sales. We were at the marina location for 5 years. In 2015, we moved to a new location on 60 Scott St to expand our business. In 2018, we became an Arctic Cat dealer to sell Arctic Cat brand snowmobiles, ATVs, and side by side. Also during this year in January, we started Northern Sports Rentals Inc. A business focused on renting out snowmobiles. In July 2019, we moved to our current location on Highway 65 East. While there the business continued to expand with powersports repairs as well as expanding our storefront retail sales. The rentals also expanded by adding ATVs, personal watercraft, and boats to the rental fleet. Soon after, we became an AlumaCraft and Mercury dealer while also being a warranty service center for Evinrude/Johnson. Currently, we service and repair most makes of Powersports (Arctic Cat, Mercury, Evinrude/Johnson, Polaris, Yamaha, BRP, etc). As for the retail side, we offer lots of OEM parts and aftermarket parts, winter clothing, Arctic Cat and Mercury units, OEM and aftermarket accessories, etc.

If we are successfully chosen to rent the marina location this is how we would proceed. We would continue our business as an Arctic Cat and Mercury dealer and Evinrude/Johnson warranty center. We would also focus on expanding our rentals by adding paddle boards, kayaks, electric bikes, etc. As for the storefront, we would continue to sell OEM and aftermarket parts and apparel as well as start offering snacks, drinks, and ice for the boaters. We would also turn our focus to the docks and would look into new and exciting activities for the boaters. In addition, we would offer premium fuel at a competitive rate, offer pump-out services, and maintain and clean the bathrooms for the boaters. For the repair side of the business, we would continue to repair snowmobiles, ATVs, and side by sides. We would offer services on boats up to 24' for outboard and inboard motors and services on outboard motors up to 300hp.



Temiskaming Power Sports Inc

Tel : 705-647-8533

Email : [REDACTED]

Financial plan

1. Temiskaming Power Sports collects docking fees and sets prices.
2. Temiskaming Power Sports will have 2 slips rent-free, may need a 3rd for pontoon rental.
3. Temiskaming Power Sports will engage 2 or 3 students for docks/fuel/pumpouts.
4. Temiskaming Power Sports will pay hydro.
5. Temiskaming Power Sports will assume all responsibility for fuel.
6. \$30,000/year in rent will be paid as per Form 1.
7. General repairs will be looked after by Temiskaming Power Sports.
8. Temiskaming Power Sports will do the grass cutting (within the highlighted area as per Addendum No. 1), snow removal, and general yard maintenance.
9. Temiskaming Power Sports will do sidewalks and entrances.
10. Large repairs (over \$1,000) will be the city's responsibility.
11. Temiskaming Power Sports will have operational insurance.
12. Temiskaming Power Sports will have WSIB.
13. The city will provide \$5,000 towards initial renovations.
14. Temiskaming Power Sports will have reasonable signage.
15. Fencing around the small building will be upgraded at Temiskaming Power Sports cost.
16. No boats or trailers are stored on the property, other than boats waiting for repairs.
17. The front lawn will be used for displays.
18. Temiskaming Power Sports will have the sale of;
 - a. Accessories
 - b. Clothing
 - c. Marine equipment
 - d. New and used outboard motors
 - e. New and used snowmobiles
 - f. New and used all-terrain vehicles
 - g. New and used side by sides
 - h. New and used parts
 - i. Fuel
 - j. Cold drinks, snacks, ice
 - k. Oils and chemicals
19. Hours of operations
 - a. Marina summer hours :
 - i. Monday - Thursday: 8:00 am to 6:00 pm
 - ii. Friday - Saturday: 7:00 am to 9:00 pm
 - iii. Sunday: 7:00 am to 6:00 pm
 - iv. Statutory holidays: Open regular hours
 - b. Winter hours
 - i. Monday - Friday: 8:30 am to 5:00 pm
 - ii. Saturday: 9:00 am to 12:00 pm
 - iii. Sunday: Closed
 - iv. Statutory holidays: Closed



Temiskaming Power Sports Inc

Tel : 705-647-8533

Email : [REDACTED]

In August of 2006 I, Bill Terentiuk, opened up BNS Corner Gas in North Cobalt. I owned and operated this business until May 2010. During the summer of 2010, I worked at Temagami Marine. Before this, from 2004-2006 I worked at Quinn's Marina down in Perfferlaw. In November 2010, myself and Tom Green started Northern Sports & Marine which was run out of the back shop of the Temiskaming Shores Marina. We ran a successful repair shop for small engines (boats, ATV's & snowmobiles) as well as parts sales. We were at the marina location for 5 years. In 2015, we moved to a new location on 60 Scott St to expand our business. In 2018, we became an Arctic Cat dealer to sell Arctic Cat brand snowmobiles, ATVs, and side by side. Also during this year in January, we started Northern Sports Rentals Inc. A business focused on renting out snowmobiles. In July 2019, we moved to our current location on Highway 65 East. While there the business continued to expand with powersports repairs as well as expanding our storefront retail sales. The rentals also expanded by adding ATVs, personal watercraft, and boats to the rental fleet. Soon after, we became an AlumaCraft and Mercury dealer while also being a warranty service center for Evinrude/Johnson. Currently, we service and repair most makes of Powersports (Arctic Cat, Mercury, Evinrude/Johnson, Polaris, Yamaha, BRP, etc). As for the retail side, we offer lots of OEM parts and aftermarket parts, winter clothing, Arctic Cat and Mercury units, OEM and aftermarket accessories, etc.

If we are successfully chosen to rent the marina location this is how we would proceed. We would continue our business as an Arctic Cat and Mercury dealer and Evinrude/Johnson warranty center. We would also focus on expanding our rentals by adding paddle boards, kayaks, electric bikes, etc. As for the storefront, we would continue to sell OEM and aftermarket parts and apparel as well as start offering snacks, drinks, and ice for the boaters. We would also turn our focus to the docks and would look into new and exciting activities for the boaters. In addition, we would offer premium fuel at a competitive rate, offer pump-out services, and maintain and clean the bathrooms for the boaters. For the repair side of the business, we would continue to repair snowmobiles, ATVs, and side by sides. We would offer services on boats up to 24' for outboard and inboard motors and services on outboard motors up to 300hp.



Temiskaming Power Sports Inc

Tel : 705-647-8533

Email : [REDACTED]

Financial plan

1. Temiskaming Power Sports collects docking fees and sets prices.
2. Temiskaming Power Sports will have 2 slips rent-free, may need a 3rd for pontoon rental.
3. Temiskaming Power Sports will engage 2 or 3 students for docks/fuel/pumpouts.
4. Temiskaming Power Sports will pay hydro.
5. Temiskaming Power Sports will assume all responsibility for fuel.
6. \$30,000/year in rent will be paid as per Form 1.
7. General repairs will be looked after by Temiskaming Power Sports.
8. Temiskaming Power Sports will do the grass cutting (within the highlighted area as per Addendum No. 1), snow removal, and general yard maintenance.
9. Temiskaming Power Sports will do sidewalks and entrances.
10. Large repairs (over \$1,000) will be the city's responsibility.
11. Temiskaming Power Sports will have operational insurance.
12. Temiskaming Power Sports will have WSIB.
13. The city will provide \$5,000 towards initial renovations.
14. Temiskaming Power Sports will have reasonable signage.
15. Fencing around the small building will be upgraded at Temiskaming Power Sports cost.
16. No boats or trailers are stored on the property, other than boats waiting for repairs.
17. The front lawn will be used for displays.
18. Temiskaming Power Sports will have the sale of;
 - a. Accessories
 - b. Clothing
 - c. Marine equipment
 - d. New and used outboard motors
 - e. New and used snowmobiles
 - f. New and used all-terrain vehicles
 - g. New and used side by sides
 - h. New and used parts
 - i. Fuel
 - j. Cold drinks, snacks, ice
 - k. Oils and chemicals
19. Hours of operations
 - a. Marina summer hours :
 - i. Monday - Thursday: 8:00 am to 6:00 pm
 - ii. Friday - Saturday: 7:00 am to 9:00 pm
 - iii. Sunday: 7:00 am to 6:00 pm
 - iv. Statutory holidays: Open regular hours
 - b. Winter hours
 - i. Monday - Friday: 8:30 am to 5:00 pm
 - ii. Saturday: 9:00 am to 12:00 pm
 - iii. Sunday: Closed
 - iv. Statutory holidays: Closed

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



March 5th, 2024

EMERGENCY RESPONSES

Total responses for the period February 1, 2024 – February 29, 2024

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
13	\$1,500,000 building \$500,000 contents	\$550,000

Station 1 - Incident Response Summary (4 Calls)

- Fire Call, 143 Bruce Street – False Alarm, Other Cooking (no fire)
- CO Call, 155384 Clover Valley Road – CO Present.
- Gas Leak, 580 Main Street – Miscellaneous.
- Mutual Aid, Cobalt – Breathable Air Support.

Station 2 - Incident Response Summary (4 Calls)

- CO Call, 225 Heard Street – False Alarm, Equipment Malfunction.
- CO Call 150 Nixon Crescent - False Alarm, Equipment Malfunction.
- Fire Call, 75 Wellington Street – False Alarm, Call Cancelled on Route.
- Fire Call, 75 Wellington Street – False Alarm, Call Cancelled on Route.

Station 3 - Incident Response Summary (3 Calls)

- Fire Call, 883371 Hwy 65.
- Power Line Down, Hwy 65 East, Harris Twp.
- Power Line Down, 138102 Peters Road

Activity Report – February 1, 2024 – February 29, 2024

Administration – Incident Response Summary (2 Calls)

- Person Trapped in Elevator, 144 Drive-In Theatre Road
- CO Call, 884552 Hwy 65 West – CO Present.

Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
19	\$2,055,000	\$550,000

FIRE PREVENTION DIVISION

Fire safety inspections conducted for the period of February 1, 2024 – February 29, 2024, by reason included the following:

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
8	3	4		6		2	23

Total Inspections year to date 2024 – **44**

Public Education/Events

- Ecole Ste. Michel, Station 1 tour, Fire Safety Presentation, Equipment Demo. 31 Students, 6 Adults.



- CJTT monthly morning chat.
- Fire safety information via social media, CJTT, and the Speaker.

ONGOING INVESTIGATIONS/CHARGES

Nil

TRAINING AND EDUCATION

- Station 1 - Apparatus and Equipment, Search and Rescue.
- Station 2 – Apparatus and Equipment, Search and Rescue.
- Station 3 – Apparatus and Equipment, Search and Rescue, Ventilation.
- RTC – All Fire Instructor I candidates successfully passed. This includes three firefighters from the Temiskaming Shores Fire Department – Brad Hearn, David Barton, and Kevin Plant.

MAINTENANCE

- Regular maintenance.

NEW BUSINESS

- Emergency Preparedness Grant – unsuccessful.

Memo

To: Mayor and Council
From: Amy Vickery, City Manager
Date: March 5, 2024
Subject: Temiskaming Shores/Cobalt Memorandum of Understanding (MOU) for Temiskaming Transit
Attachments: Draft MOU (**Please refer to Draft By-law**)

Mayor and Council:

Temiskaming Transit has operated cooperatively for many years within the geographic boundaries of the City of Temiskaming Shores and the Town of Cobalt. The new contract with the Transit operator changed some provisions with additional responsibilities placed on the City of Temiskaming Shores in respect to fleet management and maintenance and the lease of a facility to house transit operations.

Although the partnership between the communities has been long-standing, it was recommended by the Temiskaming Transit Committee that the recitals be set out in a Memorandum of Understanding, as well as a Terms of Reference for the Temiskaming Transit Committee.

A draft by-law and memorandum of understanding is included for Council review, and approval and has been sent to the Town of Cobalt for the same consideration.

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. 2024-000

Being a by-law to authorize the Execution of a Memorandum of Understanding and Operating Agreement with the Town of Cobalt for Transit Services “Temiskaming Transit”

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

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

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

Whereas under Section 69 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may establish, operate, and maintain a passenger transportation system; and

Whereas the Town of Cobalt and the City of Temiskaming Shores (formerly Towns of Haileybury and New Liskeard and the Township of Dymond) have had a long-standing commitment to operating a Transit System known as Temiskaming Transit; and

Whereas the expiry of the contract on December 31, 2022, changed operations with some additional responsibilities placed on the municipalities in respect to fleet maintenance and leasing of a facility; and

Whereas a memorandum of understanding and operating agreement would provide for delegated authority and clarity of the responsibilities and rights of each party in respect to the transit system; and

Whereas the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Memo No. 009-2024-CS at the March 5, 2024 Committee of the Whole Council meeting, and directed staff to enter into a Memorandum of Understanding between the City of Temiskaming Shores and the Town of Cobalt for Transit Services “Temiskaming Transit”, for consideration at the March 19, 2024 Regular Council meeting; and

Whereas Council of The Corporation of the City of Temiskaming Shores deems it desirable to adopt a Memorandum of Understanding with the Town of Cobalt.

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

1. That the Mayor and Clerk be authorized to execute a Memorandum of Understanding and Operating Agreement with the Town of Cobalt for Transit Services known as “Temiskaming Transit”, a copy of which is attached hereto as Schedule “A” and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
3. That all other by-laws, resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and are hereby repealed.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk



Schedule “A” to

By-law No. 2024-000

**Memorandum of Understanding and Operating Agreement with
the Town of Cobalt for the Transit System “Temiskaming Transit”**

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Town of Cobalt

This agreement made this ____th day of _____, 2024.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter referred to as the "City")

and

The Corporation of the Town of Cobalt
(hereinafter referred to as the "Town")

Whereas a Transit System has operated for many years as Temiskaming Transit within the geographic boundaries of the City of Temiskaming Shores and the Town of Cobalt; and

Whereas the City and the Town are municipal corporations incorporated pursuant to the provisions of the Municipal Act, 2001, SO., 2002, c.25 as amended; and

Whereas it is important to the City and the Town to improve efficiency in delivering transit service, to the residents; and

Whereas the expiry of the contract on December 31, 2022, changed Transit Operations with some additional responsibilities placed on the City in respect to fleet maintenance and leasing of a facility for transit operations; and

Whereas the City and the Town wish to enter into a Memorandum of Understanding and Operating Agreement (**hereinafter referred to as the "Agreement"**); to outline the services and support the City is prepared to provide to Transit Operations and provide for greater clarity of the responsibilities and rights of each party in respect to the transit system.

Now therefore the City and the Town hereby state as follows:

1. The City and the Town hereby acknowledge:

- 1.1. The Town is an independent municipal corporation and separate from the City and provides municipal services to the residents of the Town pursuant to the provisions of the Municipal Act, 2001 and related legislation.
- 1.2. The City is an independent entity and separate from the Town and provides municipal services to the residents of the City pursuant to the provisions of the Municipal Act, 2001 and related legislation.
- 1.3. The parties further agree that the City of Temiskaming Shores shall enter into, on behalf of the parties, an Agreement with a Transit Service Contractor for Transit Operations.

1.4. The Temiskaming Transit Committee (hereinafter referred to as the "Committee") shall be responsible for overseeing the administration and operations relating to Transit Operations as set out in this Agreement and Appendix 01.

1.5. The Committee shall be composed as follows:

- City of Temiskaming Shores (2 council appointed);
- Town of Cobalt (2 council appointed); and
- Mayor of the City of Temiskaming Shores as ex officio.

1.6. The Committee shall function in accordance with the Terms of Reference set out under Appendix 02.

2. Powers and Responsibilities of the Committee, City and Town

2.1 Committee

The Committee, on behalf of the Parties to this Agreement, shall generally oversee Transit Operations, and without limited the generality of the foregoing, shall be responsible for the following mandate:

2.1.1. The authority to provide recommendations in relation to matters regarding the provision of administration and Transit Operations such as:

- a) Establishing Fares;
- b) Services hours, bus stops and transit routes;
- c) Customer Service-related policies and procedures;
- d) Communications and marketing strategies;
- e) Receipt of passenger concerns and expectations;
- f) Provide feedback on infrastructure and fleet;
- g) Initiatives and strategies affecting public transit; and
- h) Liaison with other community groups relating to transit.

2.1.2. Determine the scheduling of the meetings of the Committee.

2.1.3. Keep the minutes of its meetings, which shall be circulated in a timely fashion to the Clerk of each of the Parties hereto, for distribution to each Council.

2.1.4. Review annual budgetary estimates prepared by the City and provide recommendations.

2.1.5. The Committee may, from time to time as requested by either Party, report on levels of service.

2.2 City of Temiskaming Shores and Town of Cobalt

- 2.2.1 The City may adopt a policy to govern and regulate the conduct on the Transit System, and the Town delegates this authority to the City.
- 2.2.2 The City will provide an annual budget for Transit Operations, including any capital.
- 2.2.3 The City will provide annually a detailed accounting of the revenues and expenditures preceding the calendar year for each party to this Agreement.
- 2.2.4 The City will manage and maintain the accounting with respect to all monies received and disbursed regarding Transit Operations and are subject to audit.
- 2.2.5 The City will arrange for insurance, legal and accounting services as may be necessary.
- 2.2.6 The City shall provide all other services as set out in Appendix 01.
- 2.2.7 The City and the Town hereby acknowledge the current municipal contribution and cost apportionment (13.19% Town – 86.81% City) and hereby agree that any changes to the said contribution of funding the Transit Operations would be recommended by the Committee and approved by each Council.
- 2.2.8 The City and Town agree that they will cooperate in joint advocacy initiatives to municipal, provincial, and federal levels of government for the enhancement of Transit Operations.
- 2.2.9 The Town acknowledges that in the event the City requires additional staff, equipment, or software to provide the services for Transit Operations, as set out in the Schedules attached hereto, the cost of engaging staff or acquiring the equipment or software shall be through the annual budget process and in accordance with the City's Procurement Policy.
- 2.2.10 The City Manager for the City (City Manager), and the Chief Administrative Officer for the Town (CAO), shall address any general issues that may arise out of the operation of this Agreement and will make their best efforts to

reach a consensus between the Parties. Any matters of dispute would be referred to each council to appoint an agreed upon mediator as identified in Section 2.2.16.

2.2.11 Ownership (including tenancy rights and obligations) of all real and personal property managed for Transit Operation, excluding the bus shelters outside the geographic limits of the City, is the property of the City and recognized under the Asset Management Plan and Disposal of Assets Policy of the City.

2.2.12 Ownership of the database, records and electronic resources and licenses will remain the intellectual property of the City and will be retained in accordance with the City's Retention Policy.

2.2.13 The City and the Town hereby agree that this Agreement will come into effect on the date of passing and shall continue until such time as either terminates this Agreement in accordance with Section 2.2.15 of this Agreement.

2.2.14 This is the entire operating Agreement between the City and the Town. Any amendments to this Agreement will be reduced to writing and signed by the approved signing officers for both Parties, as noted in Section 2.2.17 of this Agreement.

2.2.15 The City and the Town hereby agree that either Party to this Agreement may terminate the Agreement upon providing to the other Party no less than six (6) months prior written notice, including a motion of Council from the terminating Party, of its intention to terminate this Agreement.

2.2.16 Any matters in dispute between the parties in relation to this Agreement (and amendments thereto), may be referred by the Party to binding mediation by an agreed-upon mediator. The cost of mediation will be shared equally between the Parties.

2.2.17 Any notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile, email, or by registered mail addressed to the recipients as follows:

TO THE CITY:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury, Ontario P0J 1K0

Attention: City Manager

TO THE TOWN:
The Town of Cobalt
P.O. Box 70, 18 Silver Street
Cobalt, Ontario
P0J 1C0
Attention: Town Manager

or such other address or individual as may be designated by written notice by either party to the other. Any notice given by personal delivery, email, or facsimile shall be conclusively deemed to have been given on the day of actual delivery or transmission thereof and if made or given by registered mail, on the third day not counting Saturday, Sunday, or statutory holiday in Ontario, following the deposit thereof in the mail.

2.2.18 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

2.2.19 Neither this Agreement nor any of the rights or obligations of either of the Parties hereunder may be assigned without the prior written consent of the other Party to this Agreement.

Remainder of this page left intentionally blank

Signed and sealed in the presence of)	The Corporation of the City of Temiskaming Shores
)	
)	
)	
)	_____ Mayor
)	
)	
)	
)	_____ Clerk
)	
Municipal Seal)	The Corporation of the Town of Cobalt
)	
)	
)	
)	_____ Mayor
)	
)	
)	_____ Clerk
)	
)	

Appendix 01

Memorandum of Understanding and Operating Agreement

between:

The Corporation of the City of Temiskaming Shores
(hereinafter referred to as the "City")

And

The Corporation of the Town of Cobalt
(hereinafter referred to as the "Town")

Services Provided by the City to Transit Operations

Administration and Management

Accounting Services

- Accounts payable
- Accounts receivable
- Annual budget administration
- Annual audit requirements, including financial statements
- Fares processing and reconciliation
- Insurance
- Procurement
- Grant application/submission assistance for grants pertaining to Municipal Services or those using the City's Business Number
- Maintenance reserve and reserve fund accounts
- Reporting
- Meetings, agendas, and records management
- Information technology
- Communications

Other services:

- Risk management support and legal advice.
- Advice and support on accessibility legislation, requirements, and compliance.
- Records management support
- Advice and support concerning marketing, advertising, and communications of transit services to the public.
- Asset management support.

Fleet

- Manage procurement, coordination of all rolling stock.

- Manage ownerships and meeting highway traffic standards.
- Oversee advertising.
- Managing Fuel delivery and costs

Maintenance

- Provide maintenance and repair support to all fleet.
- Manage work orders, repairs, and fleet maintenance system.
- Deal with vendors, mechanic shops, and manufacturers.
- Ordering all parts and stocking fluids as needed.

Oversight

- Conflict resolution.

Facilities

- Manage and coordinate any leased facility or equipment set out in any agreement

**Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
Requests**

- The Parties agree to operate under MFIPPA. Formal MFIPPA requests relating to Transit Operations will be processed by the Municipal Clerk of the City.

Appendix 02

Memorandum of Understanding
and
Operating Agreement

between:

The Corporation of the City of Temiskaming Shores
(hereinafter referred to as the "City")

And

The Corporation of the Town of Cobalt
(hereinafter referred to as the "Town")

**Terms of Reference for Temiskaming Transit Committee (hereinafter referred to
as "Temiskaming Transit")**

1. Mission

Provide an accessible, reliable public transit service for all residents and aspire to provide an environmentally and fiscally responsible alternative for transportation.

2. Mandate

The following are within the scope of the Temiskaming Transit Committee:

- Establishing Fares.
- Service hours, bus stops and transit routes.
- Customer service-related policies and procedures.
- Communications and marketing strategies.
- Receipt of passenger concerns and expectations.
- Provide feedback on infrastructure and fleet.
- Initiatives and strategies affecting public transit.
- Liaison with other community groups relating to transit.

3. Definitions

"Committee"

Temiskaming Transit Committee

"Pecuniary interest" A direct or indirect interest within the meaning of the municipal Conflict of Interest Act, R.S.O, 1990, chapter M.50, as amended, and any subsequent legislation thereto.

4. Accountability

The Temiskaming Transit Committee is deemed a Committee of the Councils, party to this Agreement.

5. Number of Members and Qualifications

- 5.1 The Committee will consist of a maximum of five (5) voting members.
- 5.2 Two council members shall be appointed by each Council to the Committee at the new term of council, and shall serve for the duration of the term of Council.
- 5.3 The Mayor of the City of Temiskaming Shores is considered an ex officio member.
- 5.4 As a Committee of Council, the Committee is subject to the City's Procedural By-law, unless otherwise specified in these Terms of Reference.
- 5.5 Quorum of the Committee will be 50 percent, plus one (1) of the members appointed to the Committee.
- 5.6 Members of the Committee shall serve without remuneration.
- 5.7 A Committee member shall hold office for a term concurrent with the term of Council, or until successors are appointed, and may be appointed for one or more further terms.

6. Meetings

- 6.1 The Committee will meet a minimum of three (3) times per year and the meeting schedule will be determined at the first meeting of the calendar year.
- 6.2 Additional meetings may be called at the discretion of the Chair and the majority of the Committee subject to the availability of staff.
- 6.3 Unless otherwise determined, all meetings will be open to the public.
- 6.4 A Chair and Vice-Chair will be elected by the members at the first annual meeting of the Committee.
- 6.5 The City will assign a City staff person who shall act as Secretary to the Committee and be responsible for the preparation and distribution of agenda and minutes, retention of files and records and as a resource for information

gathering for the Committee. The agendas will be prepared by City staff in consultation with the Chair, with input from other members.

- 6.6 Any person(s) wishing to appear before the Committee as a delegate must submit a request to the Committee Secretary advising them of the topic or item to which they wish to speak.
- 6.7 Every member present (including the Chair) when a question is put, shall vote thereon unless they are disqualified to vote on the question. (i.e. declared pecuniary interest). Recommendations are "carried" if supported by the majority. Only recommendations as they appear in the adopted minutes may be considered as officially representing the position of the Committee.

7. Conduct of Members

- 7.1 No member, individually or as a group, shall provide comment, opinion or make representation of any kind to any person or group with respect to any matter or thing relating to the function of the Committee, unless authorized to do so by a recommendation of the Committee.
- 7.2 Where applicable, members shall declare a conflict of pecuniary interest.
- 7.3 Where a member is absent from the meetings of the Committee for three (3) successive meetings, or more than 50% of all regular meetings within any calendar year, exclusive of a granted leave of absence, the respective Council shall repeal the appointment and appoint an alternate member to fill the vacancy.

8. Reporting and Monitoring

- 8.1 The Committee will provide each Council with minutes of meetings and reports on specific matters as necessary. Once approved, these minutes will be made available to the public.

9. Duties of the Chair and Vice Chair

- 9.1 The Chair shall preside at all meetings of the Committee. During the absence or inability of the Chair to preside, the duties and responsibilities shall be exercised by the Vice-Chair.
- 9.2 The Vice-Chair shall preside at all meetings of the Committee in the absence or inability of the chair.

Memo

To: Mayor and Council
From: Shelly Zubych
Date: March 5, 2024
Subject: Frog's Breath Application Sponsorship – South Temiskaming ATV Club

Attachments:

Mayor and Council:

The City has received a request from the South Temiskaming ATV Club to sponsor a request for funding support to the Frog's Breath Foundation. The application is to help fund the purchase of signage for new ATV trails from Cobalt and Temiskaming Shores west to Elk Lake and Gowganda and north to Watabeag Lake which will join to Timmins.

If successful, the ATV Club would receive \$5,000 to put towards this project. The Frog's Breath Foundation and other community funding organizations often require that applicants who are not a registered charity partner with a community agency who can accept charitable donations and provide tax receipts.

The City has sponsored applications for other community organizations in the past under the City's Charitable Sponsorship Policy, By-law 2018-039.

It is recommended that the City agree to sponsor this application to the Frog's Breath Foundation in support of the South Temiskaming ATV Club.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubych
Director of Corporate
Services

Amy Vickery Menard
City Manager

Subject: Haileybury Family Health Team
Lease Agreement

Report No.: CS-007-2024

Agenda Date: March 5, 2024

Attachments

Appendix 01: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-007-2024;
2. That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 3.4% for 2024; and
3. That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre, for consideration at the March 19, 2024, Regular Council meeting.

Background

The Haileybury Family Health Team is currently using 1,464 square feet of space at the Haileybury Medical Centre. The lease agreement with the Haileybury Family Health Team will expire on March 31, 2023.

Analysis

In order for the City maintain a favorable position and recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase of 3.4% in accordance with CPI. This represents an increase from \$23.97 to \$24.78 for the Haileybury Family Health Team per square foot

The term of the lease will be one (1) year with the same provisions of the lease remaining the same.

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 Medical Centre expenses and revenues are budgeted such that 50% of any excess revenue in a particular year is transferred to a reserve specifically used for capital projects related to the building.

The rental of the 1,464 ft² of space based on the 3.4% increase is shown in the following table:

Schedule	Room	Footage	2024 Rate	Rent/Year
A	215	84 sq. ft.	\$24.78	\$2,081.52
B	221	272 sq. ft.	\$24.78	\$6,740.16
C	236	144 sq. ft.	\$24.78	\$3,568.32
D	238	96 sq. ft.	\$24.78	\$2,378.88
E	239	84 sq. ft.	\$24.78	\$2,081.52
F	240	456 sq. ft.	\$24.78	\$11,299.68
G	242	240 sq. ft.	\$24.78	\$5,947.20
H	250	88 sq. ft.	\$24.78	2,180.64
Total		1,464sq. ft.		\$36,277.92

Staffing implications are limited to normal responsibilities.

Alternatives

No alternatives were considered.

Submission

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

"Original signed by"

Shelly Zubych
Director of Corporate Services

'Original signed by'

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

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

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

Whereas Council considered Administrative Report CS-007-2024 at the March 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre, based on a rental increase of 3.4% for 2024 (\$24.78 per sq. ft.), for consideration at the March 19, 2024 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 215)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “A”** and forming part of this by-law.
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Rooms 221)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “B”** and forming part of this by-law.
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “C”** and forming part of this by-law.
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 238)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “D”** and forming part of this by-law.
5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law.

6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law.
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 242)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law.
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 250)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of March, 2024.

Mayor

Clerk

Schedule “A” to By-law No. 2024-000

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 215)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum **\$173.46** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “B” to By-law No. 2024-000

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 221)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **272 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

TOGETHER with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$561.68** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “C” to By-law No. 2024-000

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 236)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **144 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$297.36** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Tenant

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “D” to By-law No. 2024-000

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 238)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **96 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$198.24** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “E” to By-law No. 2024-000

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 239)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$173.46** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “F” to By-law No. 2024-000

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **456 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$941.64** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “G” to By-law No. 2024-000

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 242)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **240 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$495.60** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “H” to By-law No. 2024-000

Dated this 19th day of March, 2024

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 250)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 19th day of March, 2024.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **88 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2024** and ending on the **31st day of March, 2025**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$181.72** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Appendix 01 General Covenants

1. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or 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;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **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, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **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.
- m) **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 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.

2. 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 and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **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.

3. **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 fulfil, 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 fulfil 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 fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - 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, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, 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.

4. 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.

5. 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.