



**The Corporation of the City of Temiskaming Shores  
Committee of the Whole  
Tuesday, February 6, 2024 – 3:00 p.m.  
City Hall – Council Chambers – 325 Farr Drive**

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**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**

**b) Administrative Reports**

**1. Memo No. 005-2024-PW – Agreement Extension Granular “M”**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2024-PW; and

That Council directs staff to prepare the necessary amendment to By-law No. 2023-048 to extend the current agreement with Miller Paving Limited for one year (2024), for the supply and delivery of Granular “M” (estimated 12,000 t) in the amount of \$12.95 per ton for a total of \$155,400.00, plus applicable taxes (same unit cost as 2023), for consideration at the February 20, 2024 Regular Council meeting.

**2. Memo No. 006-2024-PW – Transportation Services Operations Update**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2024-PW, regarding the Transportation Services Operations Update for information purposes.

### 3. Memo No. 007-2024-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. 007-2024-PW, regarding the Environmental Services Operations Update for information purposes.

### 4. Administrative Report No. PW-002-2024 – 2024 Spring Request for Tender (RFT) Awards

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-002-2024; and

That Council directs staff to prepare the necessary by-laws to enter into an agreement with the following:

<b>Contractor</b>	<b>Purpose</b>	<b>Amount (plus HST)</b>
Demora Construction Services Inc.	Excavator Rental – Spring Ditching	\$ 15,900.00
Midwestern Line Striping Ltd.	Roadway Line Painting	\$ 49,872.55
Miller Paving Limited	Asphalt Patching Services	\$ 387,625.00
Pollard Distribution Inc.	Liquid Calcium Chloride	\$ 68,308.50
Pedersen Construction (2013) Inc.	Concrete Sidewalk & Curb Repairs	\$ 125,400.00

for consideration at the February 20, 2024, Regular Council meeting

### 5. Administrative Report No. PW-003-2024 – RFP Award – Biennial Bridge, Culvert & Provisional Roof Inspections

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-003-2024; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement with EXP Services Inc. for professional engineering services to prepare the Biennial Bridge & Culvert report, for a total upset limit of \$11,745.00 plus applicable taxes, which excludes provisional roof inspections, for consideration at the February 20, 2024 regular Council Meeting.

**6. Administrative Report No. PW-004-2024 – FoodCycler Pilot 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-004-2024; and

That Council directs staff to increase funds within the 2024 Solid Waste Operating Budget for the FoodCycler Pilot Project, resulting in a net municipal cost increase of \$\_\_\_\_\_ based on \_\_\_\_ additional registrants.

**c) New Business**

None

**9. Recreation Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 003-2024-RS – NOHFC Community Enhancement Program 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. 003-2024-RS; and

That Council directs staff to submit a Phase 1 application to the Northern Ontario Heritage Fund Corporation (NOHFC) Community Enhancement Program – Rural Enhancement Stream, for Recreation Park Upgrades.

**2. Memo No. 004-2024-RS – Recreation Operations Update – February 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. 004-2024-RS, regarding the Recreation Operations Update for the Month of February 2024 for information purposes.

**3. Administrative Report No. RS-001-2024 – Spurline Concrete Request for Quotation (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-001-2024;

That Council approve the reallocation of funds in the 2024 Capital Budget from the Recreation Park Upgrades project in the amount of \$26,000 to the Spurline Concrete; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building, in the amount of \$69,040 plus applicable taxes, for consideration at the February 20, 2024, Regular Council meeting.

**c) New Business**

None

## **10. Fire Services**

### **a) Delegations/Communications**

None

### **b) Administrative Reports**

#### **1. Fire Activity Report – January 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 January 2024, for information purposes.

#### **2. Memo No. 001-2024-PPP – Temiskaming Shores Fire Department Annual Report 2023**

##### **Draft Resolution**

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2024-PPP, regarding the 2023 Annual Report for the Temiskaming Shores Fire Department for information purposes.

#### **3. Administrative Report No. PPP-002-2024 – Appointment of Auxiliary Firefighters**

##### **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. PPP-002-2024; and

That Council hereby appoints Eric Geoffroy and Gilbert Breault as Auxiliary Firefighters to the Temiskaming Shores Fire Department, in accordance with the Recruitment and Retention Program.

**4. Administrative Report No. PPP-003-2024 – Appointment of Volunteer Captain**

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. PPP-003-2024; and

That Council hereby appoints Ian Mackey as Volunteer Captain for the Temiskaming Shores Fire Department, Station No. 3 (Dymond), in accordance with the Volunteer Firefighter Hiring and Promotional Policy.

**c) New Business**

None

**11. Corporate Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Council Attendance at Various Conferences**

***Ontario Good Roads Association Conference (OGRA) (deferred from January 16, 2024 Regular Council Meeting)***

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor** \_\_\_\_\_ and **Councillor** \_\_\_\_\_ to the Ontario Good Roads Association (OGRA) Conference scheduled for April 21-24, 2024 in Toronto;

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

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

***Federation of Northern Ontario Municipalities (FONOM) Conference (deferred from January 16, 2024 Regular Council Meeting)***

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor \_\_\_\_\_** and **Mayor Laferriere** to the Federation of Northern Ontario Municipalities (FONOM) Conference scheduled for May 6-8, 2024 in Greater Sudbury;

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

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

**2. Memo No. 004-2024-CS – Development of an Annual Proclamation Schedule**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2024-CS; and

That Council directs staff to prepare a bi-annual proclamation schedule, and to present the January to June proclamations for consideration at the February 20, 2024 Regular Council meeting.

**3. Memo No. 005-2024-CS – 2024 Prospectors & Developers Association of Canada (PDAC) Convention Funding Agreement Amendment No. 1**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2024-CS;

That Council provides the Clerk with the delegated authority to sign the 2024 PDAC Funding Agreement Amendment No. 1, with the Federal Economic Development Agency for Northern Ontario (FedNor), to increase marketing requirements at no additional cost to the City; and

That Council directs staff to prepare the necessary by-law to amend by-law No. 2023-119, to enter an agreement with FedNor for the Northern Ontario Pavilion at the 2024 PDAC Event, to confirm an increase in the marketing budget by \$53,750, for consideration at the February 20, 2024 Regular Council meeting.

**4. Memo No. 006-2024-CS – Ontario Infrastructure and Lands Corporation (OILC) Application(s)**

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-CS;

That Council directs the Treasurer to proceed with the application(s) to the OILC for capital works as approved in By-law No. 2021-082 (2021 Municipal Budget), By-law No. 2022-088 (2022 Municipal Budget), By-law No. 2023-043 (2023 Municipal Budget), By-law No. 2022-074 (Agreement with RPM Tech for the Supply of Snowblower Attachments); and

That Council directs the Treasurer to proceed with other applicable by-laws as per the OILC program, being a funding agreement and debenture(s) as required for approved capital works.

**5. Memo No. 007-2024-CS – Rural Economic Development (RED) 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. 007-2024-CS; and

That Council directs staff to submit a funding application to the Ontario Ministry of Agriculture, Food & Rural Affairs (OMAFRA) Rural Economic Development (RED) program for economic development projects.

**6. Administrative Report No. CS-004-2024 – Health and Safety Compliance**

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-004-2024; and

That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Program and the Violence in the Workplace Harassment and Violence in the Workplace Prevention Program, in accordance with the Occupational Health and Safety Act.

**7. Administrative Report No. CS-005-2024 – Potential Funding Agreement for the Northern Ontario Mining Showcase (NOMS) at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention 2024**

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-005-2024; and

That should the Federal Economic Development Agency for Northern Ontario approve to lead the 2024 Northern Ontario Mining Showcase (NOMS) at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention and tradeshow held in Vancouver from May 12 to May 15, 2024, that Council directs staff to prepare the necessary by-law to enter a funding agreement with

FedNor for the event, for consideration at the February 20, 2024 Regular Council meeting.

**c) New Business**

None

**12. Schedule of Council Meetings**

- a) Regular Council Meeting – February 20, 2024 starting at 6:00 p.m.
- b) Committee of the Whole – March 5, 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 (2) (k) of the Municipal Act consideration will be given to a position, plan, procedure, criteria or instruction regarding the New Liskeard Marina;
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed or pending acquisition or disposition of land by the municipality or local board – 468 Georgina Avenue (Former Haileybury Fire Hall); and
- c) Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – Management / Non-Union Staff Discussions.

**14. Adjournment**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

# Memo

**To:** Mayor and Council  
**From:** Mitch McCrank, Manager of Transportation Services  
**Date:** February 6, 2024  
**Subject:** Agreement Extension – Granular ‘M’  
**Attachments:** Appendix 01: Draft By-law to Amend By-law No. 2023-048

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Mayor and Council:

Each year the City of Temiskaming Shores procures the services of a qualified contractor for the provision of Granular ‘M’ for various road and environmental locations within the City of Temiskaming Shores.

The work consists generally of the supply, stockpile, and crushing of Granular ‘M’ material as per specifications, labour and equipment for the placement of granular within the City boundaries as directed by the Transportation Superintendent or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in the crushing process and shall have the ability to administrate the project as well as operate required equipment.

In the year 2023, Miller Paving was the successful bidder and awarded the contract at the price set out below (By-law No. 2023-048).

<b>Contractor</b>	<b>Year</b>	<b>Approximate Quantity (tonnes)</b>	<b>Unit Cost</b>
Miller Paving Limited	2023	10,500	\$12.95
	2024	12,000	\$12.95

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

For the contract year of 2024, an extension request was provided to Miller Paving by the Manager of Transportation Services with the City of Temiskaming Shores. Miller has agreed to the request and wishes to extend at the same rates.



As a result, it is staff's recommendation to extend the Granular 'M' Agreement with Miller Paving Limited. There will be no additional cost to the City as this maintains the same price and is an approved budget item within the Transportation Operating budget.

The Supply and Delivery costs are captured under the approved Roadside Maintenance budget within the Public Works Department.

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

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

**By-law No. 2024-000**

**Being a by-law to amend By-law No. 2023-048 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M”– One Year Extension**

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

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

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

**Whereas** Council reviewed Administrative Report No. PW-006-2023 at the April 18, 2023 Regular meeting of Council and directed staff to prepare the necessary by-law (No. 2023-048) to enter into an agreement with Miller Paving Limited. for the Supply and Stockpile of Granular “M” at the April 18, 2023 Regular Meeting of Council; and

**Whereas** Council considered Memo No. 005-2024-PW at the February 6, 2024 Committee of the Whole Meeting, and directed staff to prepare the necessary amendment to By-law No. 2023-048 to extend the current agreement with Miller Paving Limited for one year (2024), for the supply and delivery of Granular “M” (estimated 12,000 t) in the amount of \$12.95 per ton for a total of \$155,400.00, plus applicable taxes (same unit cost as 2023), for consideration at the February 20, 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 Schedule A to By-law No. 2023-048, be hereby amended by removing and replacing the wording in item (c) under Article I, with the following:
  - c) Complete, as certified by the Manager of Transportation Services, all the work by **December 31, 2024.**
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time** and finally passed this 20<sup>st</sup> day of February, 2024.

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Mayor

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Clerk

DRAFT

# Memo

**To:** Mayor and Council  
**From:** Mitch McCrank, Manager of Transportation Services  
**Date:** February 6, 2024  
**Subject:** Transportation Department Update  
**Attachments:** N/A

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Mayor and Council:

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

## **Operations**

Although the lack of snow and warmer temperatures, the Roads department is still maintaining full 24/7 winter coverage. With the frigid nights and colder mornings, equipment still needs to perform their duties to make sure there is no ice or snowy surfaces. Furthermore, we are continuing with:

- Snow removal
- Managing Potholes and Road repairs
- Shop and Fleet Maintenance
- Country Road Maintenance - Brushing

The Roads department recently lost 3 full-time staff in January. Hiring is ongoing but Training is a long process especially difficult in the middle of the winter season. One (1) of which was a retirement. I'd like to thank Darren Woods for his tenure here at the City. Darren was an asset with great roads experience and even better camaraderie with staff. He officially retired January 12<sup>th</sup>, and wish him all the best on his future endeavours and his big travel plans!

## **Training / Conferences**

- Manager of Transportation will be attending OGRA conference near the end of April.
- 2 members of Staff will be attending Roads School in Guelph in May.
- 2 members of Staff will be attending Scott McKay Soils course at the end of February sponsored by the Ministry of Labour, Immigration, Training and Skills Development.

## Transit

Ongoing Maintenance Issues with lack of Parts supply and electrical issues. Working with Mechanics, Local Heavy Mechanic Shops and Voyago to find a path forward.

## 2024 Capital Projects

- **Triaxle** – Kenworth Triaxle should be here any day now.
- **Albert Street** – To start back up in the Spring / Summer.
- **Transit Buses** – Ordered, Expected Delivery is Late 2024
- Staff are preparing Tenders to be released:
  - Streetlight program, Road's program, Dymond Industrial

Prepared by:

*“Original signed by”*

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Mitch McCrank, CET  
Manager of Transportation Services

# Memo

**To:** Mayor and Council  
**From:** Steve Burnett, Manager of Environmental Services  
**Date:** February 6, 2024  
**Subject:** Environmental Department Update  
**Attachments:** N/A

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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.

## **Landfill Operations**

The Request for Proposal to procure the services of an environmental consultant to perform the required ground/surface water and gas monitoring at both the New Liskeard and Haileybury Landfill Sites was released with a closing date of February 14, 2024.

## **Blue Box Transition**

Staff recently met with representatives from Circular Materials Ontario (CMO). CMO is the Producer Responsible Organization (PRO) responsible for the procurement/management of services as it relates to the collection, storage, transportation, and processing of Blue Box material in Ontario throughout transition and beyond.

It was a very productive meeting in where clarity regarding the City's collection system was provided to CMO. It was also identified that CMO will be releasing a Request for Proposal in February of this year to procure collection services in our area. Now that communication has been established, meetings will be held on a regular basis leading up to the transition date of January 1, 2025.

## **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.

- **Haileybury Water Treatment Plant Filter Rehabilitation #2 (Carryover)** – This project is complete, and the filter is online.
- **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.

Staff is currently developing Requests for Proposals/Quotations 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”*

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Steve Burnett  
Manager of Environmental Services

**Subject:** 2024 Spring Tender Awards

**Report No.:** PW-002-2024

**Agenda Date:** February 6, 2024

**Attachments**

**Appendix 01:** Bid Result Summaries

**Appendix 02:** Draft By-law Agreements

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-002-2024; and
2. That Council directs staff to prepare the necessary by-laws to enter into an agreement with the following:

<b>Contractor</b>	<b>Purpose</b>	<b>Amount (plus HST)</b>
Demora Construction	Excavator Rental – Spring Ditching	\$ 15,900.00
Midwestern Line Striping	Roadway Line Painting	\$ 49,872.55
Miller Paving Limited	Asphalt Patching Services	\$ 387,625.00
Pollard Distribution	Liquid Calcium Chloride	\$ 68,308.50
Pedersen Construction (2013) Inc.	Concrete Sidewalk & Curb Repairs	\$ 125,400.00

for consideration at the February 20, 2024, Regular Council meeting.

**Background**

In preparation for Spring of 2024, Staff have submitted and received Tender Bids for various contracted services or products to be used in the City of Temiskaming Shores. These include:

**Excavator Rental - Spring Ditching:**

The work involves the removal of accumulated snow and ice from drainage ditches and channels prior to spring thaw to assist with flood control within the limits of the City of Temiskaming Shores. The work assignments and locations are directed by the Transportation Superintendent or his designate, as and where required, with an estimated 120 hours of work and 12 float moves.

### Line Painting:

The work consists generally of retracing existing pavement markings comprised of centre line (yellow) and edge line (white) markings.

### Asphalt Patching:

The work consists generally of the supply of all materials as per specifications, labour and equipment for the successful installation of asphalt patches within City boundaries as directed by the Transportation Superintendent or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in the asphalt repair process and shall have the ability to administrate the project as well as operate all equipment.

### Liquid Calcium:

In conjunction with and on behalf of several South Temiskaming municipalities, the City of Temiskaming Shores co-operatively procures the services of qualified contractors for the supply and application of liquid dust suppressant at various locations within the City.

The work shall consist generally of supplying and applying liquid calcium chloride or approved alternative for the purpose of suppressing dust on granular roadway surfaces, as directed by the Transportation Superintendent or designate.

### Concrete Sidewalks & Curbs:

The work consists generally of the supply of all labour, equipment and as per specifications, for the successful repair of concrete sidewalk and curb & gutter at various locations within City boundaries as directed by the Transportation Superintendent or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in concrete placement and the repair process and shall have the ability to administrate the project, as well as operate all equipment.

## **Analysis**

Results of each tender are summarized in the following tables below:

### Spring Ditching:

Seven (7) responses to the tender request were received by the closing date. Total costs include 120 hours of excavator time, and 12 equipment moves.

Bidder	Tendered Prices per Unit						Total Cost
	Area #1 – Dym.		Area #2 - NL		Area #3 – Hlby.		
	Excavator	Float	Excavator	Float	Excavator	Float	
Robinson Haulage	\$209/Hr	\$1000	\$209/Hr	\$1000	\$209/Hr	\$1000	\$28,080.00 + HST
Pedersen	\$140/Hr	\$720	\$140/Hr	\$720	\$140/Hr	\$720	\$18,960.00 + HST
Demora	\$115/Hr	\$700	\$115/Hr	\$700	\$115/Hr	\$700	\$15,900.00 + HST
E.J. Enterprises	\$125/Hr	\$500	\$125/Hr	\$500	\$125/Hr	\$500	\$16,500.00 + HST
A. Miron	\$178/Hr	\$600	\$178/Hr	\$600	\$188/Hr	\$600	\$23,560.00 + HST
Ed Sequin	\$299/Hr	\$19,995	\$299/Hr	\$19,995	\$299/Hr	\$19,995	\$95,865.00 + HST
Tem-Pro	\$215/Hr	\$2,300	\$215/Hr	\$2,300	\$215/Hr	\$2,300	\$32,700.00 + HST

Demora Construction Services Inc. was the lowest overall Tendered Price. They have provided services and rental equipment to the City on several occasions and have demonstrated the ability to successfully complete this work as intended. They are the recommended partner for this service.

Line Painting:

Bidder	Tender Amount	HST	Total
Midwestern Line Striping	\$44,135.00	\$5,737.55	\$49,872.55
Upper Canada Roads	\$136,500.00	\$17,745.00	\$154,245.00

Midwestern has successfully completed this project for Temiskaming Shores and throughout Ontario in the past and have demonstrated their ability to complete this work as intended and promptly. They are the recommended partner for this service.

Asphalt Patching:

Bidder	Unit Cost 50 mm Thickness	Unit Cost 90 mm Thickness
Miller Paving Limited	\$63.00	\$113.50

Miller Paving Limited has successfully completed this project in Temiskaming Shores for many years with the assistance of Demora Construction and have demonstrated the ability and expertise to successfully complete this work as intended. They are the recommended partner for this service.

Liquid Calcium:

Bidder	Unit Price	Tender Amount
Pollard Distribution	.3875	\$68,308.50
Da-Lee Dust	.497	\$87,611.16

Pollard has been our provider for many years and have been successful. They are the recommended service provider.

Concrete Sidewalks & Curbs:

Bidder	Unit Price per Sq. Metre Sidewalk	Unit Price per Linear Metre Curb
Pedersen Const.	\$220.00	\$220.00
Demora Const.	\$260.00	\$260.00
Citiland	\$275.00	\$275.00

Pedersen Construction has successfully completed and similar projects in Temiskaming Shores and have demonstrated the ability to successfully complete work as intended. They are the recommended partner.

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

- 2024 Public Works Operating Budget
- By-Law No. 2017-015, Procurement Policy

**Consultation / Communication**

- Consultation with City Manager, City Clerk and Superintendent of Transportation throughout

**Financial / Staffing Implications**

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

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

*“Original signed by”*

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*“Original signed by”*

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Mitch McCrank, CET  
Manager of Transportation Services

Amy Vickery, CMO  
City Manager

Document Title: **PW-RFT-001-2024 Excavator Rental – Spring Ditching**

Closing Date: **Tuesday, January 30, 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 Deputy Clerk <i>[Signature]</i>	Logan Belanger Municipal Clerk <i>[Signature]</i>	Mitch McCrank Manager of Transportation	
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**Others (teleconference):**

Alex Robinson	Darcy, TempPro	Martha Demora
Clint Pideraan	Joey, TempPro	

Submission Pricing

Bidder: *A. Miron Topsoil*

Area 1 – Dymond Twp. (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 600. <sup>00</sup>
Excavation Hourly Rate:	\$ 178. <sup>00</sup>
Area 2 – New Liskeard (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 600. <sup>00</sup>
Excavation Hourly Rate:	\$ 178. <sup>00</sup>
Area 3 – Haileybury/ North Cobalt (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 600. <sup>00</sup>
Excavation Hourly Rate:	\$ 188. <sup>00</sup>

Bidder: *Robinson Haulage*

Area 1 – Dymond Twp. (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 1000. <sup>00</sup>
Excavation Hourly Rate:	\$ 209. <sup>00</sup>
Area 2 – New Liskeard (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 1000. <sup>00</sup>
Excavation Hourly Rate:	\$ 209. <sup>00</sup>
Area 3 – Haileybury/ North Cobalt (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 1000. <sup>00</sup>
Excavation Hourly Rate:	\$ 209. <sup>00</sup>

Bidder: *EJ Enterprises*

Area 1 – Dymond Twp. (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 500. <sup>00</sup>
Excavation Hourly Rate:	\$ 125. <sup>00</sup>
Area 2 – New Liskeard (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 500. <sup>00</sup>
Excavation Hourly Rate:	\$ 125. <sup>00</sup>
Area 3 – Haileybury/ North Cobalt (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 500. <sup>00</sup>
Excavation Hourly Rate:	\$ 125. <sup>00</sup>

Bidder: *Tem-Pro Construction*

Area 1 – Dymond Twp. (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 2300. <sup>00</sup>
Excavation Hourly Rate:	\$ 215. <sup>00</sup>
Area 2 – New Liskeard (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 2300. <sup>00</sup>
Excavation Hourly Rate:	\$ 215. <sup>00</sup>
Area 3 – Haileybury/ North Cobalt (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 2300. <sup>00</sup>
Excavation Hourly Rate:	\$ 215. <sup>00</sup>

Bidder: *Ed Seguin 3 Sons*

Area 1 – Dymond Twp. (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 19,995. <sup>00</sup>
Excavation Hourly Rate:	\$ 299. <sup>00</sup>
Area 2 – New Liskeard (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 19,995. <sup>00</sup>
Excavation Hourly Rate:	\$ 299. <sup>00</sup>
Area 3 – Haileybury/ North Cobalt (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 19,995. <sup>00</sup>
Excavation Hourly Rate:	\$ 299. <sup>00</sup>

Bidder: *Pedersen Construction 2013 Co.*

Area 1 – Dymond Twp. (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 720. <sup>00</sup>
Excavation Hourly Rate:	\$ 140. <sup>00</sup>
Area 2 – New Liskeard (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 720. <sup>00</sup>
Excavation Hourly Rate:	\$ 140. <sup>00</sup>
Area 3 – Haileybury/ North Cobalt (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 720. <sup>00</sup>
Excavation Hourly Rate:	\$ 140. <sup>00</sup>

Bidder: *Demora Construction*

Area 1 – Dymond Twp. (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 700. <sup>00</sup>
Excavation Hourly Rate:	\$ 115. <sup>00</sup>
Area 2 – New Liskeard (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 700. <sup>00</sup>
Excavation Hourly Rate:	\$ 115. <sup>00</sup>
Area 3 – Haileybury/ North Cobalt (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$ 700. <sup>00</sup>
Excavation Hourly Rate:	\$ 115. <sup>00</sup>

Bidder: *N/A*

Area 1 – Dymond Twp. (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$
Excavation Hourly Rate:	\$
Area 2 – New Liskeard (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$
Excavation Hourly Rate:	\$
Area 3 – Haileybury/ North Cobalt (approx. 40 hrs)	
Lump Sum (4 Equipment Moves):	\$
Excavation Hourly Rate:	\$

**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.

Document Title: **PWO-RFT-002-2024 Roadway Line Painting**

Closing Date: **Tuesday, January 30, 2024** Closing Time: **2:00 p.m.**  
 Department: **Public Works** Opening Time: **3:15 p.m.**

Attendees via teleconference: **Microsoft Teams**

**City of Temiskaming Shores:**

Kelly Conlin Clerk (Deputy)	Logan Belanger Municipal Clerk	Mitch McCrank Manager of Transportation	
			

**Others (teleconference):**

Brady, Upper Canada		
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Submission Pricing

Bidder: *Mid-western Line Striping*

Description	Price per LM	Total
Yellow Centre Lines (50,000 linear meters):	<i>0.485</i>	<i>\$24,250.00</i>
White Edge Line (41,000 linear meters):	<i>0.485</i>	<i>\$19,885.00</i>
	Subtotal	<i>44,135.00</i>
	HST	<i>5,737.55</i>
	Total	<i>49,872.55</i>

Bidder: *Upper Canada Roads*

Description	Price per LM	Total
Yellow Centre Lines (50,000 linear meters):	<i>1.50</i>	<i>75,000.00</i>
White Edge Line (41,000 linear meters):	<i>1.50</i>	<i>61,500.00</i>
	Subtotal	<i>136,500.00</i>
	HST	<i>17,745.00</i>
	Total	<i>154,245.00</i>

Bidder:

Description	Price per LM	Total
Yellow Centre Lines (50,000 linear meters):		
White Edge Line (41,000 linear meters):		
	Subtotal	
	HST	
	Total	

Bidder:

Description	Price per LM	Total
Yellow Centre Lines (50,000 linear meters):		
White Edge Line (41,000 linear meters):		
	Subtotal	
	HST	
	Total	

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

Document Title: PWO-RFT-003-2024 "Asphalt Patching Services"

Closing Date: **Tuesday, January 30, 2024**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **3:30 p.m.**

Attendees via teleconference: **Microsoft Teams**

**City of Temiskaming Shores:**

Kelly Conlin Clerk (Deputy)	Logan Belanger Municipal Clerk	Mitch McCrank Manager of Transportation	
			

**Others (teleconference):**

Mason, Miller	Jessica, Miller	
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Submission Pricing

Bidder: *Miller Paving Ltd.*

Patching (50 mm) Approx. 3,000 m2:	<i>189,000.00</i>
Patching (90 mm) Approx. 1,750 m2:	<i>198,625.00</i>
Sub-Total:	<i>387,625.00</i>
HST:	<i>50,391.25</i>
Total:	<i>438,016.25</i>

Bidder: *N/A*

Patching (50 mm) Approx. 3,000 m2:	
Patching (90 mm) Approx. 1,750 m2:	
Sub-Total:	
HST:	
Total:	

Bidder: *N/A*

Patching (50 mm) Approx. 3,000 m2:	
Patching (90 mm) Approx. 1,750 m2:	
Sub-Total:	
HST:	
Total:	

Bidder: *N/A*

Patching (50 mm) Approx. 3,000 m2:	
Patching (90 mm) Approx. 1,750 m2:	
Sub-Total:	
HST:	
Total:	

Bidder: N/A

Patching (50 mm) Approx. 3,000 m2:	
Patching (90 mm) Approx. 1,750 m2:	
Sub-Total:	
HST:	
Total:	

Bidder: N/A

Patching (50 mm) Approx. 3,000 m2:	
Patching (90 mm) Approx. 1,750 m2:	
Sub-Total:	
HST:	
Total:	

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

Document Title: **PW-RFT-004-2024 "Liquid Calcium Chloride"**

Closing Date: **Wednesday, January 31, 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 (Deputy)	Logan Belanger Municipal Clerk	Mitch McCrank Manager of Transportation	
<i>KAC</i>	<i>LB</i>		

**Others (teleconference):**

<i>Leah, Da-lee</i>	<i>Barb, Pollard</i>	
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Submission Pricing

Bidder: *Da-lee Services*

Bidder: *Pollard*

Location	Unit Price	Total w HST
Harley (78,000 L):	.497	43,805.58
Evanturel (26,000):	.497	14,601.86
Kerns (78,000):	.497	43,805.58
Chamberlain (52,000):	.497	29,203.72
Hudson (78,000):	.497	43,805.58
Temiskaming Shores (156,000):	.497	87,611.16
Hilliard (26,000):	.497	14,601.86
Brethour (52,000):	.497	29,203.72
Casey (28,000):	.497	15,725.08
Armstrong (78,000):	.497	43,805.58
Charlton - Dack (52,000):	.497	29,203.72
Harris (26,000):	.497	14,601.86
Temagami (78,000):	.497	43,805.58

Location	Unit Price	Total w HST
Harley (78,000):	.3875	34,154.25
Evanturel (26,000):	.3875	11,384.75
Kerns (78,000):	.3875	34,154.25
Chamberlain (52,000):	.3875	22,769.50
Hudson (78,000):	.3875	34,154.25
Temiskaming Shores (156,000):	.3875	68,308.50
Hilliard (26,000):	.3875	11,384.75
Brethour (52,000):	.3875	22,769.50
Casey (28,000):	.3875	12,260.50
Armstrong (78,000):	.3875	34,154.25
Charlton - Dack (52,000):	.3875	22,769.50
Harris (26,000):	.3875	11,384.75
Temagami (78,000):	.3875	34,154.25

**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.

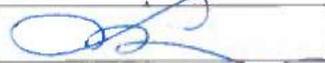
Document Title: PWO-RFT-005-2024 "Concrete Sidewalks & Curb Repairs"

Closing Date: **Wednesday, January 31, 2024** Closing Time: **2:00 p.m.**

Department: **Public Works** Opening Time: **2:45 p.m.**

Attendees via teleconference: **Microsoft Teams**

**City of Temiskaming Shores:**

Kelly Conlin Clerk (Deputy)	Logan Belanger Municipal Clerk	Mitch McCrank Manager of Transportation	
			

**Others (teleconference):**

Clint, Pedersen	Martha, Demara	
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**Submission Pricing**

Bidder: *Cityland Express corp*

Sidewalks (450 m <sup>2</sup> ):	\$ 123,750.00
Curbs (120 m):	\$ 33,400.00
Sub-Total:	\$ 156,750.00
HST:	\$ 20,377.50
Total:	\$ 177,127.50

Bidder: *Pedersen Construction 2013 cmc.*

Sidewalks (450 m <sup>2</sup> ):	\$ 99,000.00
Curbs (120 m):	\$ 26,400.00
Sub-Total:	\$ 125,400.00
HST:	\$ 16,302.00
Total:	\$ 141,702.00

Bidder: *Demara Construction*

Sidewalks (450 m <sup>2</sup> ):	\$ 117,000.00
Curbs (120 m):	\$ 31,200.00
Sub-Total:	\$ 148,200.00
HST:	\$ 19,266.00
Total:	\$ 167,466.00

Bidder:

Sidewalks (450 m <sup>2</sup> ):	\$
Curbs (120 m):	\$
Sub-Total:	\$
HST:	\$
Total:	\$

Bidder:

Sidewalks (450 m <sup>2</sup> ):	\$
Curbs (120 m):	\$
Sub-Total:	\$
HST:	\$
Total:	\$

Bidder:

Sidewalks (450 m <sup>2</sup> ):	\$
Curbs (120 m):	\$
Sub-Total:	\$
HST:	\$
Total:	\$

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

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

**By-law No. 2024-000**

**Being a by-law to enter into an agreement with Demora  
Construction Services Inc. for the Rental of an Excavator for Spring  
Ditching within the City of Temiskaming Shores**

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

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

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

**Whereas** Council considered Administrative Report No. PW-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for the rental of an excavator for spring ditching within the City of Temiskaming Shores, in the amount of \$15,900, plus applicable taxes, for consideration at the February 20, 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 Demora Construction Services Inc. for the rental of an excavator for spring ditching within the City of Temiskaming Shores, for an upset limit of \$15,900, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of February, 2024.

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Mayor

---

Clerk

DRAFT



Schedule "A" to

**By-law 2024-000**

Agreement between

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

and

**Demora Construction Services Inc.**

for the Rental of an Excavator c/w Float Service for Spring Ditching

**This agreement** made this 20<sup>th</sup> day of February 2024.

Between:

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

and

**Demora Construction Services Inc.**  
(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Excavator Rental – Spring Ditching  
Tender No. PWO-RFT-001-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01.
- c) Complete, as certified by the Manager of Transportation Services, all the work by **May 31<sup>st</sup>, 2024.**
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **one-hundred and fifteen dollars and zero cents (\$115.00) per hour plus applicable taxes** for the Excavator rental, and **two thousand one hundred Dollars and zero cents (\$2,100.00) plus applicable taxes** for float services, for a total upset limit of **fifteen thousand, nine hundred dollars and zero cents (\$15,900.00), plus applicable taxes,** subject to additions and deductions as provided in the Contract Documents.







Appendix 01 to  
Schedule "A" to

**By-law No. 2024-000**

Form of Agreement



Dymond  
Haileybury  
New Liskeard

*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

City of Temiskaming Shores  
Request for Tender  
PWO-RFT-001-2024  
Excavator Rental – Spring Ditching

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

DEMORA CONSTRUCTION SERVICES INC.

**City of Temiskaming Shores  
PWO-RFT-001-2024  
Excavator Rental – Spring Ditching**

**Form of Tender**

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions. The Contractor understands and accepts the said work must be completed in strict accordance with Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

**Section 1**

<b>AREA 1 – DYMOND TWP. APPROXIMATELY 40 HOURS</b>					
Item	Description	Make and Model and Manufactured Date	Minimum Operating Weight	Unit	Rate, \$
1	Equipment move, based on 4 moves over 40 hour period.	2005 International Float  2023 International Truck w Tag Trailer	65,000 KG  55,000 KG	Lump Sum  TOTAL for 4 moves	\$700.00
2	Excavation time, per hour based on 1 hour	2010 Doosan DX 180  2007 Hiittachi ZX200 LC	18,000 KG  19,500 KG	Per Hour	\$115.00

**Form 1 to be submitted**

<b>AREA 2 – NEW LISKEARD APPROXIMATELY 40 HOURS</b>					
Item	Description	Make and Model and Manufactured Date	Minimum Operating Weight	Unit	Rate, \$
1	Equipment move, based on 4 moves over 40 hour period.	2005 International Float	65,000 KG	Lump Sum TOTAL for 4 moves	\$700.00
		2023 International Truck w Tag Trailer	55,000 KG		
2	Excavation time, per hour based on 1 hour	2010 Doosan DX 180	18,000 KG	Per Hour	\$115.00
		2007 Hiittachi ZX200 LC	19,500 KG		

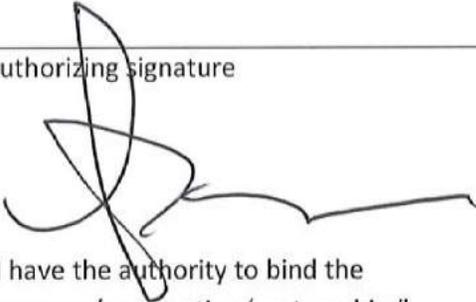
<b>AREA 3 – HAILEYBURY/ NORTH COBALT APPROXIMATELY 40 HOURS</b>					
Item	Description	Make and Model and Manufactured Date	Minimum Operating Weight	Unit	Rate, \$
1	Equipment move, based on 4 moves over the 40 hour period.	2005 International Float	65,000 KG	Lump Sum TOTAL for 4 moves	\$700.00
		2023 International Truck w Tag Trailer	55,000 KG		
2	Excavation time, per hour based on 1 hour	2010 Doosan DX 180	18,000 KG	Per Hour	\$115.00
		2007 Hittachi ZX200 LC	19,500 KG		

**Form 2 to be submitted**

The City permits one Bidder to Bid simultaneously for more than 1 location. Should the Bidder be successful on more than 1 location, the City reserves the right to decide which location(s) to award to the Bidder based on the greatest benefit to the taxpayer.

Pricing shall exclude applicable taxes but will be considered extra.

All hourly rates offered in this Tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Tender.

<p>Company Name</p> <p>Demora Construction Services Inc.</p>	<p>Contact name (please print)</p> <p>Andy Desmarais</p>
<p>Mailing Address</p> <p>999464 Hwy 11 New Liskeard, Ontario</p>	<p>Title</p> <p>President</p>
<p>Postal Code</p> <p>P0J 1P0</p>	<p>Authorizing signature</p>  <p>"I have the authority to bind the company/corporation/partnership."</p>
<p>Telephone</p> <p>705-647-3800</p>	<p>Fax</p> <p>705-647-3834</p>
<p>Cell Phone if possible</p> <p>[REDACTED]</p>	<p>Email</p> <p>[REDACTED]</p>

**Form 3 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-001-2024  
Excavator Rental – Spring Ditching**

**Non-Collusion Affidavit**

I/ We Demora Construction Services inc. the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

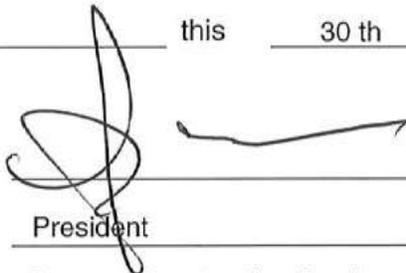
Such bid is genuine and is not a collusive or sham bid.

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: Orillia, Ontario this 30 th day of January, 2024.

Signed:  \_\_\_\_\_

Title: President \_\_\_\_\_

Company Name: Demora Construction Services Inc. \_\_\_\_\_

**Form 4 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-001-2024  
Excavator Rental – Spring Ditching**

**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.

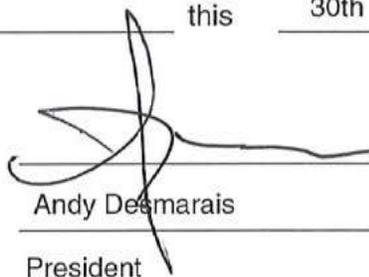
The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Tender submission or the contractual obligations under the Agreement.

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: Orillia, Ontario this 30th day of January, 2024.

Signature:



Bidder's Authorized Official:

Andy Desmarais

Title:

President

Company Name:

Demora Construction Services Inc.

**Form 5 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-001-2024  
Excavator Rental – Spring Ditching**

**Schedule “A” - List of Proposed Sub-Contractors (if applicable)**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

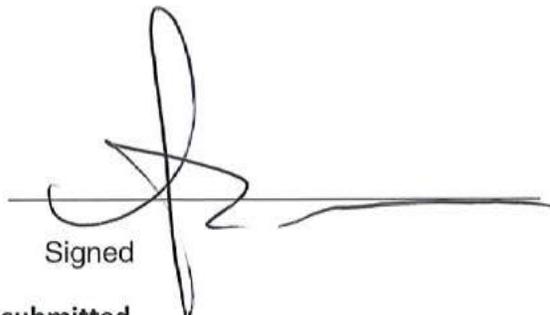
Name	Address	WSIB Certificate Number (copy attached)

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Andy Desmarais

Printed

  
Signed

**Form 6 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-001-2024  
Excavator Rental – Spring Ditching**

**Schedule “B” List of Proposed Qualified Operators**

A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Operator	License Classification in good standing	Experience Describe graduate training/ years as Operator	Employee Status Full Time/Part time

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Andy Desmarais

Printed

  
\_\_\_\_\_  
Signed

Form 7 to be submitted

**City of Temiskaming Shores  
PWO-RFT-001-2024  
Excavator Rental – Spring Ditching**

**Schedule “C” - 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: Andy Desmarais Company Name: Demora Construction Services Inc.

Phone Number: 705-647-3800 Email: [REDACTED]

I, Andy Desmarais, 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 8 to be submitted**

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

**By-law No. 2024-000**

**Being a by-law to enter into an agreement with Midwestern Line Striping Ltd. for the provision of Roadway Centre and Edge Line Painting Services**

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

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

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

**Whereas** Council considered Administrative Report No. PW-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Midwestern Line Striping Ltd. for Roadway Centre and Edge Line Painting Services, in the amount of \$49,872.55, plus applicable taxes, for consideration at the February 20, 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 Midwestern Line Striping Ltd. for roadway centre and edge line painting services at the unit cost of \$0.485 per linear meter, for a total upset limit of \$49,872.55, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of February 2024.

---

Mayor

---

Clerk



Schedule “A” to

**By-law 2024-000**

Agreement between

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

and

**Midwestern Line Striping Ltd.**

for the Centre and Edge Line Painting Services

**This agreement** made this 20<sup>th</sup> day of February, 2024.

Between:

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

And:

**Midwestern Line Striping 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 Tender Documents entitled:

**The Corporation of City of Temiskaming Shores  
Roadway Line Painting  
Tender No. PWO-RFT-002-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01.
- c) Complete, as certified by the Manager of Transportation Services all the work within 90 calendar days from receiving a signed order, but no later than **June 28<sup>th</sup>, 2024**, weather permitting.
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit rate of **\$0.485/linear meter** of line paint plus applicable taxes, subject to additions and deductions as provided in the Contract Documents attached hereto as Appendix 01.

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such Invoice.

**ARTICLE III:**

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

The Contractor:

**Midwestern Line Striping Ltd.**  
P.O. Box 159,  
Clarksburg, ON  
N0H 1J0

The Owner:

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

The Manager of Transportation Services:

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

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

Signed and Sealed in  
the presence of

**Midwestern Line Striping Ltd.**

\_\_\_\_\_  
Hillary Harbottle, Estimator

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

**City of Temiskaming Shores  
PWO-RFT-002-2024  
Roadway Line Painting**

**Form of Tender**

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

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

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

**Section 1**

ITEM	QUANTITY	DESCRIPTION	QUOTED BID PRICE PER LM	TOTAL
1	50,000 linear meters	50,000 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be pre-marked and painted in yellow centre line.	.485	\$ 24'250. <sup>00</sup>
2	41,000 linear meters	41,000 linear metres commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit shall be pre-marked and painted in white edge line.	.485	\$ 19'885. <sup>00</sup>
			SUB TOTAL	\$ 44'135. <sup>00</sup>
			H.S.T.	\$ 5737. <sup>55</sup>
			TOTAL	\$ 49'872. <sup>55</sup>

Final payment will be made for actual linear meters applied and further proven by a calibrated measuring device provided by the Contractor and incorporated into the zone striper equipment and forming part of the operation process.

*\*If new layout is required - a premarking/layout fee of \$ 300/Hr per Hr will be added \**

**Form 1 to be submitted**

Hillary Harbottle

I/We Midwestern Line Striping Inc ((Registered Company Name/Individuals Name) offer to supply the requirements stated within

the corresponding total cost of \$ 49'872.<sup>55</sup> Tax included.

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

I/We will deliver the required services / equipment within 30 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this Jan 24 day of 2024.

Company Name <u>Midwestern Line Striping Inc</u>	Contact name (please print) <u>BOB Ceaser</u>
Title <u>Super Intendent of Operations.</u>	Mailing Address <u>P.O Box 159 Clarksburg ON N0H 1J0</u>
Telephone <u>519-599-2775</u>	Fax <u>519-599-4578</u>
Cell Phone (if possible) 	Email <u>midwestern@roadpainting.ca</u>

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER            in preparing my/our Tender.

Bidder's Authorized Official: Hillary Harbottle

Title: Estimator

Authorizing Signature: Hillary Harbottle

Date: January 24/24

Form 2 to be submitted

**City of Temiskaming Shores  
PWO-RFT-002-2024  
Roadway Line Painting**

**Non-Collusion Affidavit**

I/We Hillary Harbottle  
Midwestern Line Striping Inc 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: 11:30 am this 24 day of January, 2024.

Bidder's Authorized Official:	<u>Hillary Harbottle</u>
Title:	<u>Estimator</u>
Authorizing Signature:	<u>Hillary Harbottle</u>
Date:	<u>January 24/2024</u>

Form 3 to be submitted

**City of Temiskaming Shores  
PWO-RFT-002-2024  
Roadway Line Painting**

**Conflict of Interest Declaration**

Please check appropriate response:

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

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

List Situations:


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

Dated at: 11:30 am this 24 day of January, 2024.

Signature: 

Bidder's Authorized Official: Hillary Harbottle

Title: Estimator

Company Name: Midwestern Line Striping Inc

Form 4 to be submitted

**City of Temiskaming Shores  
PWO-RFT-002-2024  
Roadway Line Painting**

N/A

**Schedule "A" - List of Proposed Sub-contractors**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Hillary Harbottle

Printed

Hillary Harbottle

Signed

**Form 5 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-002-2024  
Roadway Line Painting**

**Schedule "B" Accessibility for Ontarians with Disabilities Act, 2005  
Compliance Agreement**

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

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

Name: Hillary Harbottle Company Name: Midwestern Line Striping Inc.

Phone Number: 519-599-2775 Email: midwestern@roadpainting.ca

I, Hillary Harbottle, 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 6 to be submitted**

# **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 supply of labour, equipment and material for Asphalt Patching Services at various locations within the City of Temiskaming Shores**

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

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

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

**Whereas** Council considered Administrative Report No. PW-002-2024 at the February 6, 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 supply of labour, equipment and material for asphalt patching services at an upset limit of \$387,625, plus applicable taxes, for consideration at the February 20, 2024 Regular meeting of Council.

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the supply of labour, equipment and material for asphalt patching services at various locations in the City of Temiskaming Shores, at a unit cost of \$63.00 per square metre for 50 mm thickness and \$113.50 per square metre for 90 mm thickness plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of February, 2024.

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Mayor

---

Clerk

DRAFT



Schedule “A” to

**By-law 2024-000**

Agreement between

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

and

**Miller Paving Limited**

for the Supply of Asphalt Patching Services

**This agreement** made this 20<sup>th</sup> day of February 2022.

Between:

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

and

**Miller Paving Limited**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**The Corporation of the City of Temiskaming Shores  
Asphalt Patching Services  
Tender No. PWO-RFT-003-2024**

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

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit price of **\$63.00 per square meter for 50 mm thickness and \$113.50 per square meter for 90 mm thickness** 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:

**Miller Paving Limited**  
P.O. Box 248  
New Liskeard, ON  
P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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

**Remainder of 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 )

**Miller Paving Limited**

\_\_\_\_\_  
Britt Herd – Senior Manager, Estimating and Contracts

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

**City of Temiskaming Shores  
PWO-RFT-003-2024  
Asphalt Patching Services**

**Form of Tender**

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions. The Contractor understands and accepts the said work must be completed in strict accordance with Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

Item	Description	Estimated Quantity for Bidding Purposes	Quoted price per square meter (m2)	Total Price
1	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. The City shall pay for depths of 50 mm thickness only.	Approx. 3,000 m <sup>2</sup> - various locations	\$63.00	\$189,000.00
2	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. The City shall pay for depths of 90 mm thickness only.	Approximately 1,750 m <sup>2</sup> - various locations	\$113.50	\$198,625.00
<b>SUB-TOTAL:</b>				\$387,625.00
<b>HST:</b>				\$50,391.25
<b>TOTAL</b>				<b>\$438,016.25</b>

**Form 1 to be submitted**

I/We Miller Paving Limited offer to supply the requirements stated within.

the corresponding total cost of \$ \$438,016.25 Tax included.

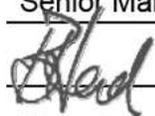
I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 30th day of January 2024

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address 704024 Rockley Road PO Box 248 New Liskeard, ON	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	Fax 705-647-3611
Cell Phone if required 	Email 

**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: Tuesday, January 30, 2024

**Form 2 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-003-2024  
Asphalt Patching 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 30th day of January, 2024.

Signed:



Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

**Form 3 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-003-2024  
Asphalt Patching 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 30th day of January, 2024.

Signature:



Bidder's Authorized Official:

Britt Herd

Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

**Form 4 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-003-2024  
Asphalt Patching Services**

**Schedule "A" - List of Proposed Sub-contractors**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)
Demora		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Britt Herd \_\_\_\_\_



Printed

Signed

**Form 5 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-003-2024  
Asphalt Patching Services**

**Schedule “B” - Accessibility for Ontarians with Disabilities Act, 2005  
Compliance Agreement**

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

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

Name: Britt Herd Company Name: Miller Paving Limited

Phone Number: 705-647-4331 Email: [REDACTED]

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 6 to be submitted**

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

**By-law No. 2024-000**

**Being a by-law to enter into an agreement with Pollard Distribution Inc. for the supply, delivery and application of Liquid Calcium Chloride in the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pollard Distribution Inc. for the supply and application of liquid calcium, for consideration at the February 20, 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 Pollard Distribution Inc. for the supply, delivery and application of liquid calcium in the amount of \$68,308.50, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of February, 2024.

---

Mayor

---

Clerk



Schedule “A” to

**By-law 2024-000**

Agreement between

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

and

**Pollard Distribution Inc.**

for the Supply and Delivery of Liquid Calcium

**This agreement** made this 20<sup>th</sup> day of February, 2024.

Between:

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

And:

**Pollard Distribution Inc.**  
(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

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

**The Corporation of the City of Temiskaming Shores  
Liquid Calcium Chloride  
Tender No. PWO-RFT-004-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01; and
- c) Complete, as certified by the Manager of Transportation Services, all the work within the earliest possible time frame in 2024, weather permitting.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Sixty-Eight Thousand, Three-Hundred and Eight Dollars and Fifty Cents (\$68,308.50), 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:

**Pollard Distribution Inc.**  
P.O. Box 280  
Harrow, Ontario  
N0R 1G0

The Owner:

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

The Manager of Transportation Services:

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

**Remainder of page left blank intentionally**

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

Signed and Sealed in  
the presence of )

**Pollard Distribution Inc.**

\_\_\_\_\_  
President – Kevin Pollard

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

**City of Temiskaming Shores  
PWO-RFT-004-2024  
Liquid Calcium Chloride**

**Form of Tender**

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

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

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

**Section 1**

Location	Quantity L	Unit Price	Sub Total	H.S.T.	Total, \$
F.O.B. Delivered and applied to various locations <b>Township of Harley</b>	78,000	\$.3875	\$30225. <sup>00</sup>	\$3929. <sup>25</sup>	\$34154. <sup>25</sup>
F.O.B. Delivered and applied to various locations <b>Township of Ewanturel</b>	26,000	\$.3875	\$10075. <sup>00</sup>	\$1309. <sup>75</sup>	\$11384. <sup>75</sup>
F.O.B. Delivered and applied to various locations <b>Township of Kerns</b>	78,000	\$.3875	\$30225. <sup>00</sup>	\$3929. <sup>25</sup>	\$34154. <sup>25</sup>
F.O.B. Delivered and applied to various locations, <b>Township of Chamberlain</b>	52,000	\$.3875	\$20150. <sup>00</sup>	\$2619. <sup>50</sup>	\$22769. <sup>50</sup>
F.O.B. Delivered and applied to various locations, <b>Township of Hudson</b>	78,000	\$.3875	\$30225. <sup>00</sup>	\$3929. <sup>25</sup>	\$34154. <sup>25</sup>
F.O.B. Delivered and applied to various locations <b>City of Temiskaming Shores</b>	156,000	\$.3875	\$60450. <sup>00</sup>	\$7858. <sup>50</sup>	\$68308. <sup>50</sup>
F.O.B. Delivered and applied to various locations, <b>Township of Hilliard</b>	26,000	\$.3875	\$10075. <sup>00</sup>	\$1309. <sup>75</sup>	\$11384. <sup>75</sup>
F.O.B. Delivered and applied to various locations, <b>Brethour Twp.</b>	52,000	\$.3875	\$20150. <sup>00</sup>	\$2619. <sup>50</sup>	\$22769. <sup>50</sup>
F.O.B. Delivered and applied to various locations <b>Township of Casey</b>	28,000	\$.3875	\$10850. <sup>00</sup>	\$1410. <sup>50</sup>	\$12260. <sup>50</sup>
<b>Form 1 to be submitted</b>					

F.O.B. Delivered and applied to various locations <b>Township of Armstrong</b>	78,000	\$ .3875	\$ 30225. <sup>00</sup>	\$ 3929. <sup>25</sup>	\$ 34154. <sup>25</sup>
F.O.B. Delivered and applied to various locations <b>Township of Charlton – Dack</b>	52,000	\$ .3875	\$ 20150. <sup>00</sup>	\$ 2619. <sup>50</sup>	\$ 22769. <sup>50</sup>
F.O.B. Delivered and Applied to various locations <b>Township of Harris</b>	26,000	\$ .3875	\$ 10075. <sup>00</sup>	\$ 1309. <sup>75</sup>	\$ 11384. <sup>75</sup>
F.O.B. Delivered and applied to various locations within the boundaries of the <b>Township of Temagami</b>	78,000	\$ .3875	\$ 30225. <sup>00</sup>	\$ 3929. <sup>25</sup>	\$ 34154. <sup>25</sup>

I/We POLLARD DISTRIBUTION INC. ((Registered Company Name/Individuals Name) offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date. I/We will make best efforts to deliver material within three days of notice.

The specifications have been read over and agreed to this 30<sup>TH</sup> day of JANUARY, 2024.

Company Name <u>POLLARD DISTRIBUTION INC.</u>	Contact name (please print) <u>KEVIN POLLARD</u>
Title <u>PRESIDENT</u>	Mailing Address <u>BOX 280 HARROW, ONTARIO NORWICH</u>
Telephone <u>519-738-2213</u>	Fax <u>519-738-2214</u>
Cell Phone (if possible) [REDACTED]	Email [REDACTED]

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER 0 in preparing my/our Tender.

Bidder's Authorized Official: KEVIN POLLARD

Title: PRESIDENT.

Authorizing Signature: [Signature]

Date: JANUARY 30, 2024

Form 2 to be submitted

**City of Temiskaming Shores  
PWO-RFT-004-2024  
Liquid Calcium Chloride**

**Non-Collusion Affidavit**

I/We Poulin Distribution Inc. 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: HARROW, ONTARIO this 30<sup>TH</sup> day of JANUARY, 2024.

Bidder's Authorized Official: KEVIN POULIN

Title: PRESIDENT.

Authorizing Signature: 

Date: JANUARY 30, 2024

**Form 3 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-004-2024  
Liquid Calcium Chloride**

**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: HARROW, ONTARIO this 30<sup>TH</sup> day of JANUARY, 2024.

Signature:



Bidder's Authorized Official:

KEVIN POLLARA

Title:

PRESIDENT.

Company Name:

POLLARA DISTRIBUTION INC.

**Form 4 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-004-2024  
Liquid Calcium Chloride**

**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: KEVIN POWARD Company Name: POWARD DISTRIBUTION INC.

Phone Number: [REDACTED] Email: [REDACTED]

I, KEVIN POWARD, 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 5 to be submitted**

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

**By-law No. 2024-000**

**Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores**

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

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

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

**Whereas** Council considered Administrative Report No. PW-002-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services for a total upset limit of \$125,400 plus applicable taxes, for consideration at the February 20, 2024 Regular meeting of Council.

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

1. That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations in the City of Temiskaming Shores, at unit cost of \$220.00 per square metre of concrete sidewalk and \$220.00 per metre of concrete curb, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of February, 2024.

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Mayor

---

Clerk

DRAFT



Schedule "A" to

**By-law 2024-000**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

for the Supply of Concrete Sidewalk and Curb Repair Services

**This agreement** made this 20<sup>th</sup> day of February 2024.

Between:

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

and

**Pedersen Construction (2013) Inc.**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**The Corporation of the City of Temiskaming Shores  
Concrete Sidewalks & Curb Repairs  
PWO-RFT-005-2024**

- 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 Transportation Services, all the work by **October 31, 2024.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **at unit cost of \$220.00 per square metre of concrete sidewalk and \$220.00 per metre of concrete curb plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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

The Contractor:

**Pedersen Construction (2013) Inc.**  
177246 Bedard Road  
New Liskeard, Ontario P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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

**Remainder of Page left Blank Intentionally**

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

Signed and Sealed in  
the presence of )

**Pedersen Construction (2013) Inc.**

\_\_\_\_\_  
Karl Pedersen, President

Municipal Seal )

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

\_\_\_\_\_  
Mayor – Jeff Laferriere

\_\_\_\_\_  
Clerk – Logan Belanger



Appendix 01 to  
Schedule "A" to

**By-law No. 2024-000**

Form of Agreement

**City of Temiskaming Shores  
PWO-RFT-005-2024  
Concrete Sidewalks & Curb Repairs**

**Form of Tender**

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the Drawings, Specifications and OPS General Conditions of Contract referred to in the provisions, and has thorough knowledge of the work to be done under this contract. The Contractor understands and accepts the said Drawings, Specifications and General Conditions and, for the prices set forth in the Tender, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Drawings, Specifications and General Conditions referred to in the said schedule.

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

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

Item	Description	Estimated Quantity	Unit Price	Total
1	Construction and installation of concrete sidewalk in accordance with OPSS 351 (Nov. 2021)	Approx. 450 m2 - sidewalk at various locations	\$220.00/ m2	\$99,000.00
2	Construction and installation of concrete curb in accordance with OPSS 353 (Nov. 2021)	Approx. 120 metres - curb at various locations	\$220.00 /m	\$26,400.00
			Sub-Total:	\$125,400.00
			H.S.T.:	\$16,302.00
			Total:	\$141,702.00

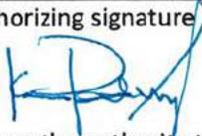
**Form 1 to be submitted.**

**City of Temiskaming Shores  
PWO-RFT-005-2024  
Concrete Sidewalks & Curb Repairs**

I/We Karl Pedersen offer to supply the requirements stated within for the total contract price of \$ 125,400.00 + H.S.T.

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

The specifications have been read over and agreed to this 31st day of January, 2024.

Company Name Pedersen Construction (2013) Inc.	Contact name (please print) Karl Pedersen
Mailing Address 177246 Bedard Rd. New Liskeard, ON	Title President
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-6223	Fax 705-647-8851
Cell Phone if possible 	Email 

**Form 2 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-005-2024  
Concrete Sidewalks & Curb Repairs**

**Non-Collusion Affidavit**

I/ We Karl Pedersen the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

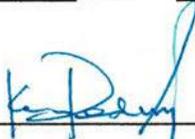
Such bid is genuine and is not a collusive or sham bid.

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 31st day of January, 2024.

Signed: 

Title: Karl Pedersen, President

Company Name: Pedersen Construction (2013) Inc.

**Form 3 to be submitted.**

**City of Temiskaming Shores  
PWO-RFT-005-2024  
Concrete Sidewalks & Curb Repairs**

**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 31st day of January, 2024.

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

**Form 4 to be submitted.**

**City of Temiskaming Shores  
PWO-RFT-005-2024  
Concrete Sidewalks & Curb Repairs**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance  
Agreement**

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

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

Name: Karl Pedersen Company Name: Pedersen Construction (2013) Inc.

Phone Number: 705-647-6223 Email: [REDACTED]

I, Karl Pedersen, 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 5 to be submitted.**

**City of Temiskaming Shores  
PWO-RFT-005-2024  
Concrete Sidewalks & Curb Repairs**

**List of Proposed Sub-Contractors**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	Component
Not Applicable		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Dated at: New Liskeard this 31st day of January, 2024

Signature:



Bidder's Authorized Official:

Karl Pedersen

Title:

President

Company Name:

Pedersen Construction (2013) Inc.

**Form 6 to be submitted.**

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**Subject:** RFP Award – Biennial Bridge,  
Culvert & Provisional Roof  
Inspections

**Report No.:** PW-003-2024

**Agenda Date:** February 6, 2024

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### **Attachments**

- Appendix 01:** RFP Submission Results  
**Appendix 02:** Evaluation of Submissions  
**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-003-2024; and
2. That Council directs Staff to prepare the necessary by-law to enter into an agreement with EXP Services Inc. for professional engineering services to prepare the Biennial Bridge & Culvert report, for a total upset limit of \$11,745.00 plus applicable taxes, which excludes provisional roof inspections, for consideration at the February 20, 2024 regular Council Meeting.

### **Background**

The Province of Ontario has implemented regulations for the biennial inspection of bridges and large diameter culverts for all municipalities. Inspections are to be conducted in accordance with the Ontario Structure Inspection Manual (OSIM). The regulations require the preparation of a detailed report subsequent to inspection in accordance with OSIM issued by the Ontario Ministry of Transportation (MTO) for all bridges and large diameter culverts. The report shall include, but not limited to, the results of the condition survey, recommendations for rehabilitation and cost estimates for implementation.

In order to comply with these regulations established by MTO, the City issued a Request for Proposals (PW-RFP-001-2024). The RFP was distributed to previous and known qualified service providers via e-mail as well as on the City Website and Bidding.

Provisional items in the RFP called for inspections of the roof structures at municipal facilities, in discussion with the Director of Recreation, however in review with upcoming work, these items are removed from this contract. The Director will work within their own budget and timelines for any needed inspections.

**Analysis**

Four (4) submissions were received in response to PW-RFP-001-2024. The proposals were reviewed and evaluated in accordance with the evaluation criteria set out in RFP. **Appendix 02 – Evaluation of Submissions** presents the details of the evaluation of the proposal and is summarized as follows:

Firm	Evaluation Score					Total Score	Fees (Excl. provisional & taxes)
	Expertise	Staff	Schedule	City Knowledge	Fees		
K Smart	134	115	140	70	140	<b>529</b>	<b>\$12,925.00</b>
Exp	160	135	160	100	350	<b>820</b>	<b>\$11,745.00</b>
DM Wills	171	130	160	80	210	<b>671</b>	<b>\$12,890.00</b>
ART Engineering	152	120	150	60	280	<b>682</b>	<b>\$12,699.30</b>

All proposals received address the needs of the City and are deemed to be fair value for the services to be delivered. Proposals were evaluated based on the RFP criteria. In consideration of the very competitive costs that were received, staff also looked at scores without fees, and EXP remains the highest proponent over DM Wills. Based on the evaluation process, it is recommended that an agreement be entered into with EXP Services Inc. for professional engineering services to prepare the Biennial Bridge & Culvert report.

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

- 2024 Public Works Operating Budget
- By-Law No. 2017-015, Procurement Policy
- Ontario Structure Inspection Manual (OSIM)

**Consultation / Communication**

- Consultation with City Manager, Director of Recreation and Transportation Superintendent throughout.

**Financial / Staffing Implications**

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

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

**Alternatives**

No alternatives were considered.

**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: **PW-RFP-001-2024 "Eng. Services – Bridges, Culverts, and Roof Inspections"**

Closing Date: **Wednesday, January 31, 2024**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:30 p.m.**

Attendees via teleconference: **Microsoft Teams**

**City of Temiskaming Shores:**

Logan Belanger, Municipal Clerk	Kelly Conlin Deputy Clerk	Mitch McCrank Manager of Transportation Services
		

**Others (teleconference):**

Doug, Exp		
David, KSmart		

**Submission Pricing**

Bidder: **Exp Services Cenc.**

Description	Amount (Without HST)
Lump Sum Price, <u>excluding</u> Provisional items	\$ 11,745.00.
Lump Sum Price, <u>including</u> Provisional items	\$ 17,960.00.

Bidder: **K Smart Associates**

Description	Amount (Without HST)
Lump Sum Price, <u>excluding</u> Provisional items	\$ 12,925.00.
Lump Sum Price, <u>including</u> Provisional items	\$ 26,903.00.

Bidder: D.M. Willis Associates.

Description	Amount (Without HST)
Lump Sum Price, <u>excluding</u> Provisional items	\$ 12,890.00
Lump Sum Price, <u>including</u> Provisional items	\$ 15,550.00

Bidder: Art Engineering Cnc.

Description	Amount (Without HST)
Lump Sum Price, <u>excluding</u> Provisional items	\$ 12,699.30
Lump Sum Price, <u>including</u> Provisional items	\$ 17,723.60

Bidder:

Description	Amount (Without HST)
Lump Sum Price, <u>excluding</u> Provisional items	\$
Lump Sum Price, <u>including</u> Provisional items	\$

**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.

Request for Proposal - Evaluation

PW-RFP-001-2024

Biannual Bridge Inspection/Roof Inspection

**KSmart SUBMISSION EVALUATION**

Appendix 02 - Summary of Submission

PW-003-2024

1-Feb-24

CATEGORY	K Smart	Criteria Weight
<b>QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (20%)</b>		
Past ability to successfully complete projects within timelines & budget;	5.0	6
Stability and reputation of firm;	6.0	4
Qualifications of technical support staff;	8.0	5
Qualifications of senior staff/project manager.	8.0	5
<b>PROPOSED PROJECT MANAGER AND TEAM (15%)</b>		
Past experience directing or involvement with similar projects;	7.0	5
Specialized experience	8.0	5
Understanding of proposed project.	8.0	5
<b>COMPLETENESS AND SCHEDULE (20%)</b>		
Availability of key staff;	8.0	5
Demonstrated customer service program	6.0	5
Methodology and Schedule;	8.0	5
Quality assurance program.	6.0	5
<b>KNOWLEDGE OF CITY REGARDING THE PROJECT (10%)</b>		
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	7.0	10
<b>ESTIMATED FEES AND DISPERSEMENTS (35%)</b>		
Cost estimates	4.0	35
<b>Weighted Summary (Totals):</b>		<b>1000</b>

Request for Proposal - Evaluation  
 PW-RFP-001-2024  
 Biannual Bridge Inspection/Roof Inspection  
**EXP SUBMISSION EVALUATION**  
 1-Feb-24

Appendix 02 - Summary of Submission  
 PW-003-2024  
 1-Feb-24

CATEGORY	EXP.	Criteria Weight
<b>QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (20%)</b>		
Past ability to successfully complete projects within timelines & budget;	8.0	6
Stability and reputation of firm;	8.0	4
Qualifications of technical support staff;	8.0	5
Qualifications of senior staff/project manager.	8.0	5
<b>PROPOSED PROJECT MANAGER AND TEAM (15%)</b>		
Past experience directing or involvement with similar projects;	9.0	5
Specialized experience	9.0	5
Understanding of proposed project.	9.0	5
<b>COMPLETENESS AND SCHEDULE (20%)</b>		
Availability of key staff;	8.0	5
Demonstrated customer service program	8.0	5
Methodology and Schedule;	8.0	5
Quality assurance program.	8.0	5
<b>KNOWLEDGE OF CITY REGARDING THE PROJECT (10%)</b>		
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	10.0	10
<b>ESTIMATED FEES AND DISPERSEMENTS (35%)</b>		
Cost estimates	10.0	35
<b>Weighted Summary (Totals):</b>		<b>820.00</b>
		<b>1000</b>

Request for Proposal - Evaluation

PW-RFP-001-2024

Biannual Bridge Inspection/Roof Inspection

**DM WILLS SUBMISSION EVALUATION**

Appendix 02 - Summary of Submission

PW-003-2024

1-Feb-24

CATEGORY	DM WILLS	Criteria Weight
<b>QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (20%)</b>		
Past ability to successfully complete projects within timelines & budget;	9.0	6
Stability and reputation of firm;	8.0	4
Qualifications of technical support staff;	8.0	5
Qualifications of senior staff/project manager.	9.0	5
<b>PROPOSED PROJECT MANAGER AND TEAM (15%)</b>		
Past experience directing or involvement with similar projects;	9.0	5
Specialized experience	8.0	5
Understanding of proposed project.	9.0	5
<b>COMPLETENESS AND SCHEDULE (20%)</b>		
Availability of key staff;	8.0	5
Demonstrated customer service program	8.0	5
Methodology and Schedule;	8.0	5
Quality assurance program.	8.0	5
<b>KNOWLEDGE OF CITY REGARDING THE PROJECT (10%)</b>		
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	8.0	10
<b>ESTIMATED FEES AND DISPERSEMENTS (35%)</b>		
Cost estimates	6.0	35
<b>Weighted Summary (Totals):</b>		<b>671.00</b>
		<b>1000</b>

Request for Proposal - Evaluation  
 PW-RFP-001-2024  
 Biannual Bridge Inspection/Roof Inspection  
**ART SUBMISSION EVALUATION**  
 Appendix 02 - Summary of Submission  
 PW-003-2024  
 1-Feb-24

CATEGORY	ART	Criteria Weight
<b>QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (20%)</b>		
Past ability to successfully complete projects within timelines & budget;	8.0	6
Stability and reputation of firm;	6.0	4
Qualifications of technical support staff;	8.0	5
Qualifications of senior staff/project manager.	8.0	5
<b>PROPOSED PROJECT MANAGER AND TEAM (15%)</b>		
Past experience directing or involvement with similar projects;	8.0	5
Specialized experience	8.0	5
Understanding of proposed project.	8.0	5
<b>COMPLETENESS AND SCHEDULE (20%)</b>		
Availability of key staff;	6.0	5
Demonstrated customer service program	8.0	5
Methodology and Schedule;	8.0	5
Quality assurance program.	8.0	5
<b>KNOWLEDGE OF CITY REGARDING THE PROJECT (10%)</b>		
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	6.0	10
<b>ESTIMATED FEES AND DISPERSEMENTS (35%)</b>		
Cost estimates	8.0	35
<b>Weighted Summary (Totals):</b>	<b>682.00</b>	<b>1000</b>

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

**By-law No. 2024-000**

**Being a by-law to authorize an Agreement with EXP Services Inc. for the performance of Biennial Bridge and Culvert Inspection Services**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-003-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law and agreement with EXP Services Inc. for professional engineering services to prepare the Biennial Bridge & Culvert report, for a total upset limit of \$11,745.00 plus applicable taxes, which excludes provisional roof inspections, for consideration at the February 20, 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 EXP Services Inc. for the biennial bridge & culvert inspection report, for a total upset limit of \$11,745.00 plus applicable taxes, and excluding all provisional items, 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 February 20<sup>th</sup>, 2024.

---

Mayor

---

Clerk

DRAFT



Schedule “A” to

**By-law 2024-000**

Agreement between

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

And

**EXP Services Inc.**

for the Biennial Bridge & Culvert Inspections

**This agreement** made this 20<sup>th</sup> day of February, 2024.

Between:

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

and

**EXP Services Inc.**  
(hereinafter called “the Consultant”)

Witnesseth:

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

**Article I:**

The Consultant will:

- a) Provide all material and perform all work described in the following guiding documents:
  - i. Request for Proposal PW-RFP-001-2024; and
  - ii. EXP Services Inc. submission in response to PW-RFP-001-2024.
- 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 **October 31, 2024.**

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Eleven Thousand, Seven Hundred and Forty-Five Dollars and Zero Cents (\$11,745.00) 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:

**EXP Services Inc.**

310 Whitewood Ave W  
New Liskeard, Ontario  
P0J 1P0

Attn.: Doug Walsh, CET

The Owner:

**City of Temiskaming Shores**

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

The Manager of Transportation Services:

**Manager of Transportation Services**

**City of Temiskaming Shores**

P.O. Box 2050

325 Farr Drive

Haileybury, Ontario P0J 1K0

**Remainder of 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

**EXP Services Inc.**

\_\_\_\_\_  
Branch Manager – Nolan Dombroski, P.Eng.

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



## Corporation of the City of Temiskaming Shores Request for Proposal No. PW-RFP-001-2024

### Submitted By:

G. Douglas Walsh, C.E.T.  
EXP Services Inc.  
310 Whitewood Ave. W.  
New Liskeard, Ontario, P0J 1P0  
t: +1.705.647.4311  
douglas.walsh@exp.com

January 31<sup>st</sup>, 2024



**Engineering Services  
Bridges, Culverts & Roof Inspections**

Client: City of Temiskaming Shores.



# Contents

<b>1</b>	<b>Introduction.....</b>	<b>3</b>
<b>2</b>	<b>Scope.....</b>	<b>4</b>
<b>3</b>	<b>Project Team.....</b>	<b>4</b>
3.1	Organization Chart.....	4
3.2	Project Team.....	4
3.3	Staff Availability.....	5
<b>4</b>	<b>Corporate Experience.....</b>	<b>5</b>
4.1	Knowledge of Local Infrastructure.....	5
4.2	Similar Projects.....	5
4.3	Engineering Software to be utilized for the Deliverables.....	6
<b>5</b>	<b>Work Plan.....</b>	<b>6</b>
5.1	Project Initiation.....	6
5.2	Bridge and Culvert Inspections.....	6
5.3	Roof Inspections and Evaluation.....	7
<b>6</b>	<b>Final Report.....</b>	<b>7</b>
6.1	Inspections and Evaluations.....	7
6.2	Deliverables.....	7
<b>7</b>	<b>Schedule.....</b>	<b>7</b>
<b>8</b>	<b>Fee Proposal.....</b>	<b>8</b>
<b>9</b>	<b>Closure.....</b>	<b>8</b>
	<b>APPENDIX 'A' - Resumes.....</b>	<b>1</b>
	<b>APPENDIX 'B' – City Submission Forms.....</b>	<b>2</b>
	<b>APPENDIX 'C' – Cost Estimate.....</b>	<b>3</b>

## 1 Introduction

The City of Temiskaming Shores has issued a Request for Proposals (RFP) for the provision of professional engineering services to document the City's Biannual Structure Inspections of bridges and large diameter culverts within the municipality and in accordance with Ontario Regulation 104/97 and the Ontario Structure Inspection Manual (OSIM). The RFP also includes smaller diameter culverts to be inspected as well as the request for provisional pricing for the inspection of a select number of municipal buildings / roofs.

### EXP Company Profile

EXP is a full-service multi-disciplinary engineering and architectural firm. We offer consulting, investigation, testing and problem-solving services in geosciences, environment, building science, mechanical, electrical, construction materials, pipeline services, fire and life safety, municipal, transportation and facilities engineering. We serve both public and private sector clients across Canada, USA and internationally.

EXP is a Canadian-owned firm, which today employs more than 3,600 highly qualified people, with 1,500 engineers and architects from various disciplines, assisted by technicians, draftspersons, and administrative staff. We offer specialized expertise in engineering, architecture, environmental science as well as activities closely related to applied sciences.

EXP has extensive experience and an excellent reputation in **Roadway Design as well as Evaluation and Structural Assessment & Design**. With the support of our other service lines, we provide seamless delivery of integrated projects. Services that we typically provide include:

- Master Plans
- Developing design criteria
- Feasibility studies and planning
- Siting analysis and matrix evaluations
- Concept designs
- Cost estimating
- Permitting and approvals
- Design and tender packages
- Site inspection and contract administration

### EXP Northern

The EXP staff proposed for this project are members of the Northern group working out of the New Liskeard office. The Infrastructure Group in Northern Ontario has approximately 100 technical and professional staff employed throughout its network of offices (North Bay, Sudbury and Thunder Bay). EXP has extensive experience executing jobs and maintaining relationships in communities throughout northeastern Ontario. Given this experience, EXP has a thorough understanding of the needs and priorities of northern municipalities and takes great pride in maintaining strong relationships with our clients through ongoing communication and face to face interaction at all phases of a project. We would like you to take this into consideration when reviewing our proposal.

Additional information about EXP, the firms that merged to create the company, the markets we serve, and the services we provide, is available on our website at [www.exp.com](http://www.exp.com).

## Declaration

EXP confirms that we intend to comply with all the provisions and requirements as set out in the Request for Proposal PW-RFP-001-2024, “Engineering Services - Bridges, Culverts and Roof Inspections” (RFP). Forms as specified in the RFP have been duly completed and are provided in Appendix B.

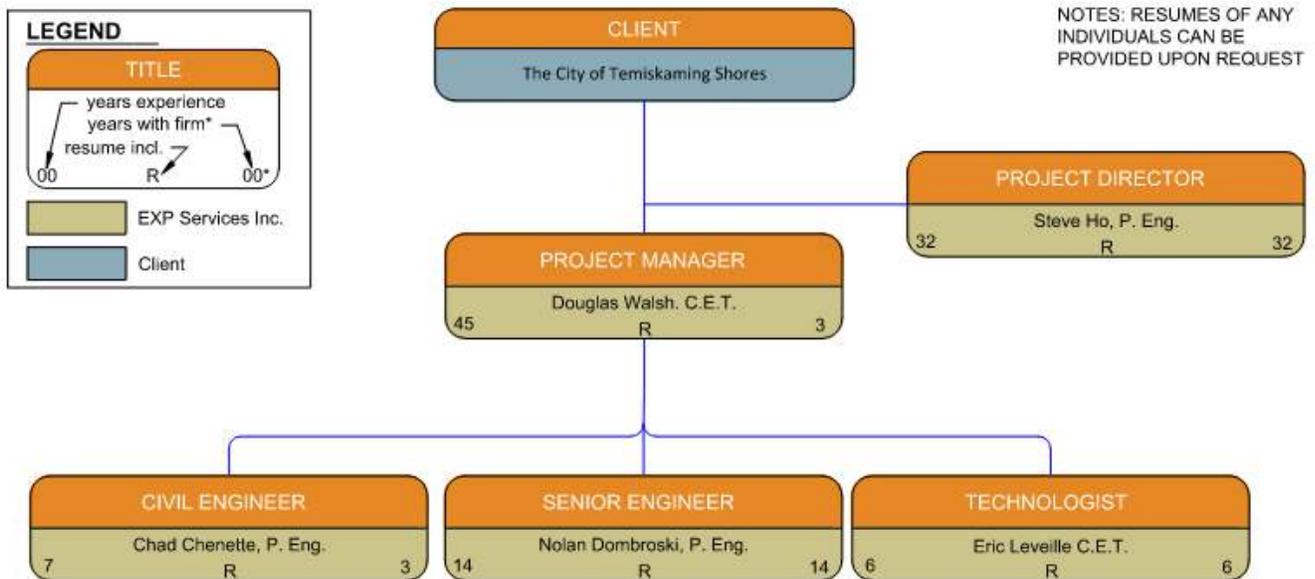
## 2 Scope

It is the understanding of EXP that this assignment involves the visual inspection of six (6) Municipal Bridges, one (1) Box culvert, one (1) Arch Culvert, four (4) Large Diameter municipal culverts, eight (8) Small Diameter municipal culverts and “provisional pricing” for one (1) Arena Roof inspection and six (6) Municipal Building Roof inspections. The inspections will conform to the typical requirements of the Ontario Structural Inspection Manual (OSIM) and the Ontario Building Code where applicable.

Significant findings from the visual inspection and our improvement recommendations along with the probable implementation costs will be presented in a detailed report.

## 3 Project Team

### 3.1 Organization Chart



### 3.2 Project Team

EXP will manage and undertake the required inspections included in the RFP from our New Liskeard office with specialized support staff allocated from other EXP offices as required.

This project will be under the direction of Stephen Ho, M. Eng., P. Eng., Senior Structural Engineer. Stephen is a senior bridge design engineer, offering over 30 years of experience in the inspection, planning, design, contract preparation, and construction administration of new bridge, culvert & structure

design, rehabilitation and replacement projects. He will oversee all aspects of the inspections, report and recommendations on this project.

Stephen will be assisted by Douglas Walsh, C.E.T. who has been involved in engineering, construction and maintenance for over 45 years. Doug joined EXP Services as a Team Lead / Manager Civil Infrastructure having gained valuable experience in both private and public sector work since 1978. Upon coming to EXP, Doug has undertaken responsibility for team and project management with dedicated staff on a wide array of projects.

Technical support will be provided by EXP’s infrastructure technical team. The technical team will consist of Nolan Dombroski, P.Eng. and Chad Chenette, P.Eng., both of whom have experience in structural and linear infrastructure. The additional support for all other engineering, inspection and reporting requirements will be supplied by our technologists and technicians in-house. Resumés for the Project team are attached in Appendix A.

### 3.3 Staff Availability

The staff identified above will be fully committed to the project for its entire duration. However, we are fortunate to have additional engineers and technologists with equivalent municipal and structural engineering experience that could easily assist in the completion of the assignment should one of our team members becomes unavailable due to unforeseen circumstances.

## 4 Corporate Experience

### 4.1 Knowledge of Local Infrastructure

EXP’s New Liskeard office is located in the City of Temiskaming Shores. We have extensive history and experience performing work for the City of Temiskaming Shores including surveying, design, and contract administration within the former municipalities of Haileybury, New Liskeard, and Dymond. We are confident in our knowledge of the City’s infrastructure and the location of each of the work sites included in this Request for Proposals.

### 4.2 Similar Projects

The following table lists recent relevant project experience and personnel:

<b>Municipality</b>	<b>Year</b>	<b>Project Title</b>	<b>Fees</b>	<b>Project Personnel</b>
<b>The Town of Kirkland Lake</b>	<b>2023</b>	<b>Pedestrian and Street Bridge Inspections</b>	<b>\$15,565</b>	<b>Stephen Ho, M.Eng., P.Eng. Nedal Mohamed, Ph.D., P.Eng.</b>
<b>Inspection of Various Bridges and Buildings.</b>				
<b>The Town of Cobalt</b>	<b>2021</b>	<b>Lang Street Bridge Inspection</b>	<b>\$1,500</b>	<b>Stephen Ho, M.Eng., P.Eng. Amy Kwaka, P.Eng.</b>
<b>Inspection of Various Bridges and Buildings.</b>				
<b>The Town of Kapuskasing</b>	<b>2020</b>	<b>Municipal Bridges, Culverts and Structure Inspections</b>	<b>\$9,975</b>	<b>Stephen Ho, M.Eng., P.Eng. Nolan Dombroski, P.Eng.</b>
<b>Inspection of Various Bridges and Buildings.</b>				

<b>Municipality</b>	<b>Year</b>	<b>Project Title</b>	<b>Fees</b>	<b>Project Personnel</b>
<b>The Town of Kirkland Lake</b>	<b>2019</b>	<b>Municipal Bridge and Roof Inspections</b>	<b>\$10,500</b>	<b>Rene Mignault, P.Eng. Nolan Dombroski, P.Eng.</b>
<b>Inspection of two municipal bridges; three-span concrete slab-on-girder bridges All inspections were carried out in conformance with the requirements of OSIM. We also carried out a detailed structural evaluation for each bridge. The evaluations were performed in accordance with the Canadian Highway Bridge Design Code CAN/CSA S6-06.</b>				

### 4.3 Engineering Software to be utilized for the Deliverables

EXP works with Microsoft Office, AutoCad, Civil 3D, Open Roads, AutoTurn, PowerCivil, SewerGEMS, WaterGEMS and StormCAD to provide our clients with innovative solutions and quality projects. For this project, any detailed work required would be undertaken in AutoCad and Civil 3D.

## 5 Work Plan

To complete this project EXP proposes a work plan to include the project initiation meeting, the bridge and culvert inspections, followed by the detailed roof inspections, should those provisional tasks be included in the assignment.

### 5.1 Project Initiation

Upon acceptance of our proposal, EXP is prepared to enter into a Consultant Agreement with the City. The agreement will include an upset limit of our fees related to the Scope of Work identified in this proposal.

Following the Start-up Meeting with City staff and having clarified any specific needs or concerns that the City may have, EXP will review any previous Inspection Reports and all other relevant documentation that is available. A review of EXP's and the City's Health and Safety Policies and Procedures will also ensure that our field staff are aware of any hazards that they may be exposed to and are equipped with the required equipment while working on the assignment.

### 5.2 Bridge and Culvert Inspections

The bridge and culvert inspections will be carried out by one of our Civil / Structural Engineers. The procedures used will be in conformance to the typical inspection requirements of the OSIM.

All readily accessible components will be inspected. Structural steel components will be examined for corrosion, deformation, cracks and any other signs of distress. Concrete elements will be inspected for cracks, scaling, spalling or any other surface deterioration. Structural timber components including timber crib members (where present) will be examined for rot or decay, cracking, crushing at bearing points, as well as insect and fire damage. Suspected rot or decay areas will be further confirmed with sounding and coring techniques. Timber crib structures above grade will be inspected for settlement, horizontal movement, plumbness and overall stability.

Recommendations for repair, maintenance or replacement will be included in the detailed report and digital photographs will be taken to adequately describe the structure and any defects that may have been found.

### 5.3 Roof Inspections and Evaluation

Should the City opt to include the roof inspections in the work assignment, they will be carried out by one of our Senior Engineers and a Technician / Technologist. The roof systems will be reviewed with reference to the latest release of the Canadian Roofing Contractors Association Manual of Standard Practice (CRCA Manual). Details of the existing roofing, membranes, flashing, roof top unit curbs and sleepers and general roof penetrations will be documented and evaluated as to their potential life expectancy.

Recommendations for repair, maintenance or replacement will be included in the detailed report and digital photographs will be taken to adequately describe the roofing material, structure and any defects that may have been found.

## 6 Final Report

### 6.1 Inspections and Evaluations

The findings of our visual site inspections, site photographs, completed OSIM (or EXP) inspection forms and recommendations on improvements and the estimated implementation costs for each structure and roof (if required) will be presented in a “Draft” of the Final Inspection Report.

Following the City’s review and approval of the contents of the draft report, EXP will then prepare and submit the final report, stamped by a Professional Engineer licensed in the Province of Ontario.

### 6.2 Deliverables

All deliverables in media format and the number of copies as identified in the RFP document will be submitted to the City on or before the scheduled submission date. All final reports will be stamped by a Professional Engineer licensed to practice in the Province of Ontario.

These deliverables will include:

- Two (2) hard copies of the draft report,
- Two (2) hard copies and one (1) electronic copy of the final report or as requested by the City.

## 7 Schedule

The following completion dates of major activities, in conformance to the requirements of the Request for Proposal document, are proposed:

Award of Project (Estimated)	February 20 <sup>th</sup> , 2024
Field Inspections Completed	June 29 <sup>th</sup> , 2024
Draft Submitted for City Review	August 3 <sup>rd</sup> , 2024
City’s Comments and Approval by Received by EXP	August 31 <sup>st</sup> , 2024
Final Report Submitted	September 28 <sup>th</sup> , 2024

## 8 Fee Proposal

A comprehensive analysis of the services to be provided for the Project has been undertaken and an estimate of cost has been prepared for the work as outlined in Appendix 'C'. All cost estimates for our services are calculated on a time basis, plus expenses.

Based upon the information provided with respect to data gathering, analysis and deliverables methodology described in the previous sections, we hereby estimate the lump sum fees to be;

**Excluding Provisional Items: \$11,745.00 (Excluding HST)**

**Including Provisional Items: \$17,960.00 (Excluding HST)**

Disbursements will be charged at standard company rates.

## 9 Closure

We trust our proposal is satisfactory for your consideration and look forward to being of service to the City of Temiskaming Shores on this project.

Should you have any questions or require any additional information regarding our submission, please do not hesitate to contact our office.

Sincerely,  
**EXP Services Inc.**

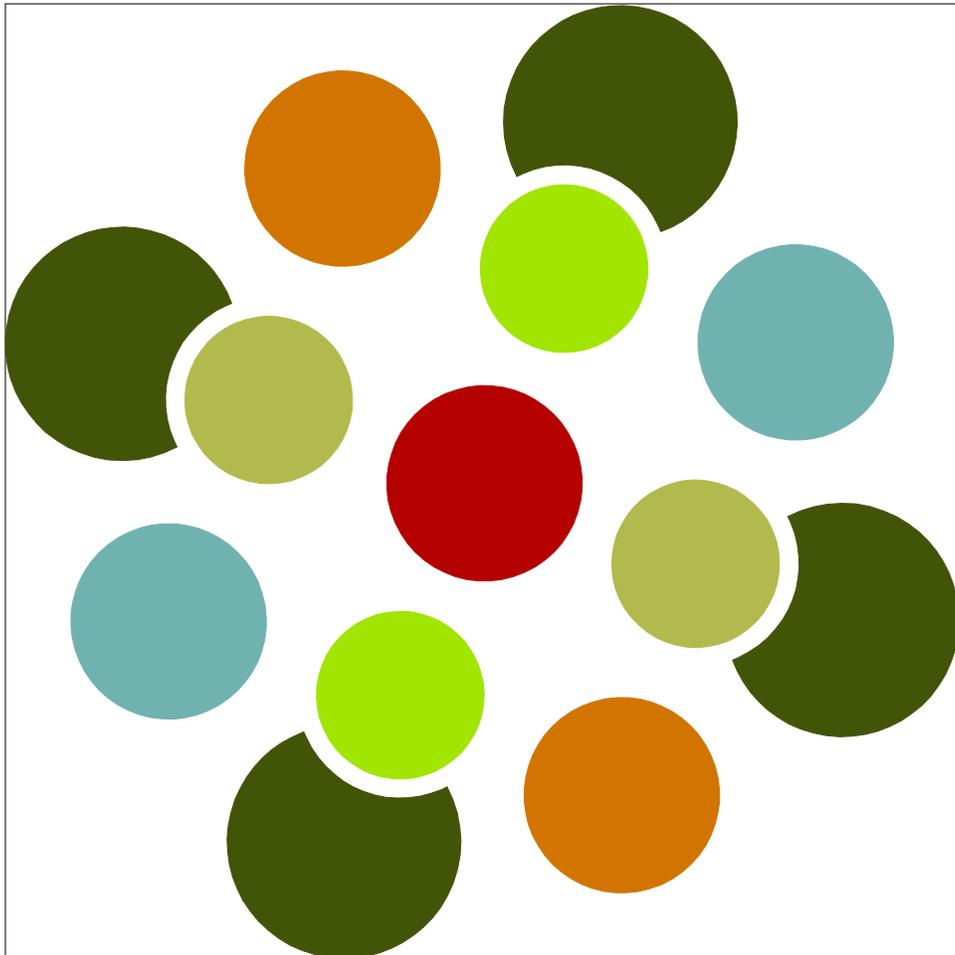


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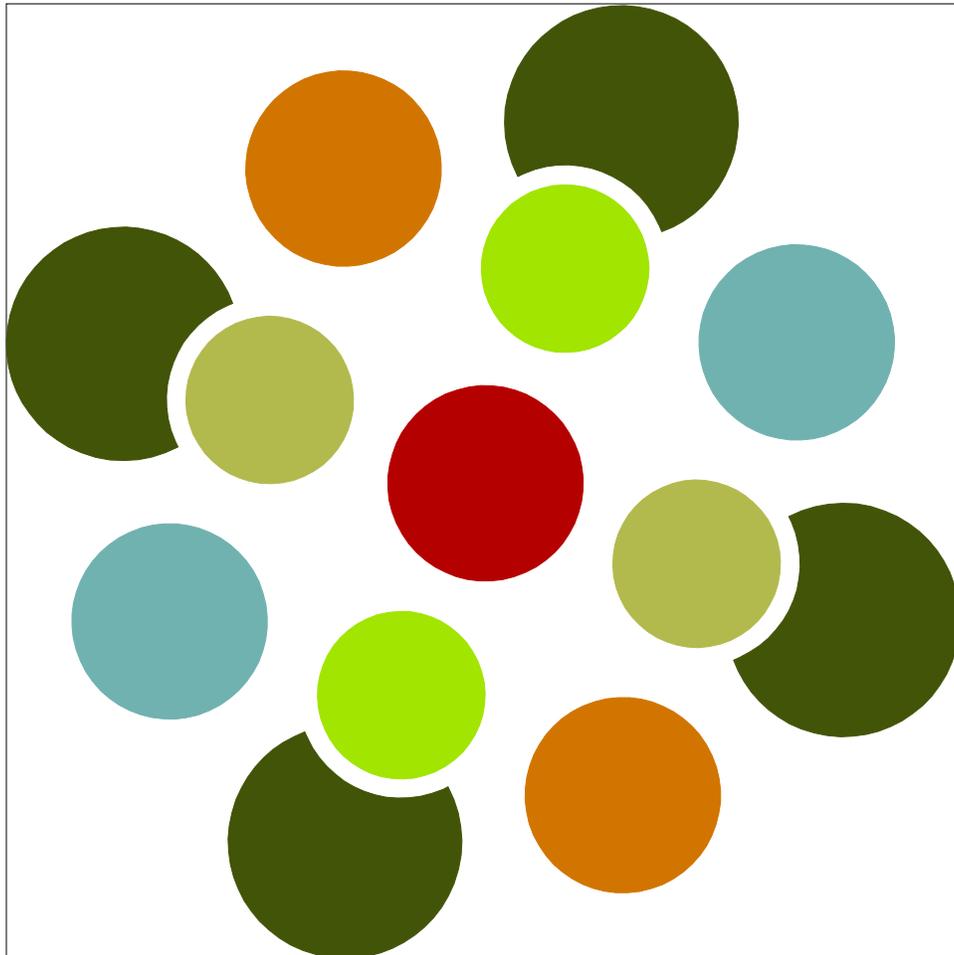
Prepared by:  
G. Douglas Walsh, C.E.T.  
Infrastructure Team Lead

Attachments: Appendix 'A' – Resumes  
Appendix 'B' - City Submission Forms  
Appendix 'C' – Project Cost Estimate

# APPENDIX 'A' - Resumes



# APPENDIX 'B' – City Submission Forms



City of Temiskaming Shores  
PW-RFP-001-2024  
Eng. Services – Bridges, Culverts, and Roof Inspections  
Form of Proposal

Proponent’s submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, EXP Services Inc.  
(Registered Company Name/Individuals Name)

Of, 310 Whitewood Avenue West, New Liskeard, ON, P0J 1P0  
(Registered Address and Postal Code)

Phone Number: 705-647-4311 Email: douglas.walsh@exp.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):

Lump Sum Price, excluding Provisional items \$11,745.00

Lump Sum Price, including Provisional items \$17,960.00  
Taxes extra

Days to deliver once awarded: 159 work days

Acknowledgement of Addenda

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

Bidder’s Authorized Official: G. Douglas Walsh, C.E.T.

Title: Infrastructure Team Lead

Signature: 

Date: January 25, 2024

Form 1 to be submitted.

City of Temiskaming Shores  
PW-RFP-001-2024  
Eng. Services – Bridges, Culverts, and Roof Inspections  
Non-Collusion Affidavit

I/ We G.Douglas Walsh, EXP Services 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.

Dated at: New Liskeard, ON this 25 day of January, 2024.

Bidder’s Authorized Official: G. Douglas Walsh, C.E.T.

Title: Infrastructure Team Lead

Signature:  \_\_\_\_\_

Date: January 25, 2024

Form 2 to be submitted.

City of Temiskaming Shores  
PW-RFP-001-2024  
Eng. Services – Bridges, Culverts, and Roof Inspections

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: New Liskeard, ON this 25 day of January, 2024.

Signature: 

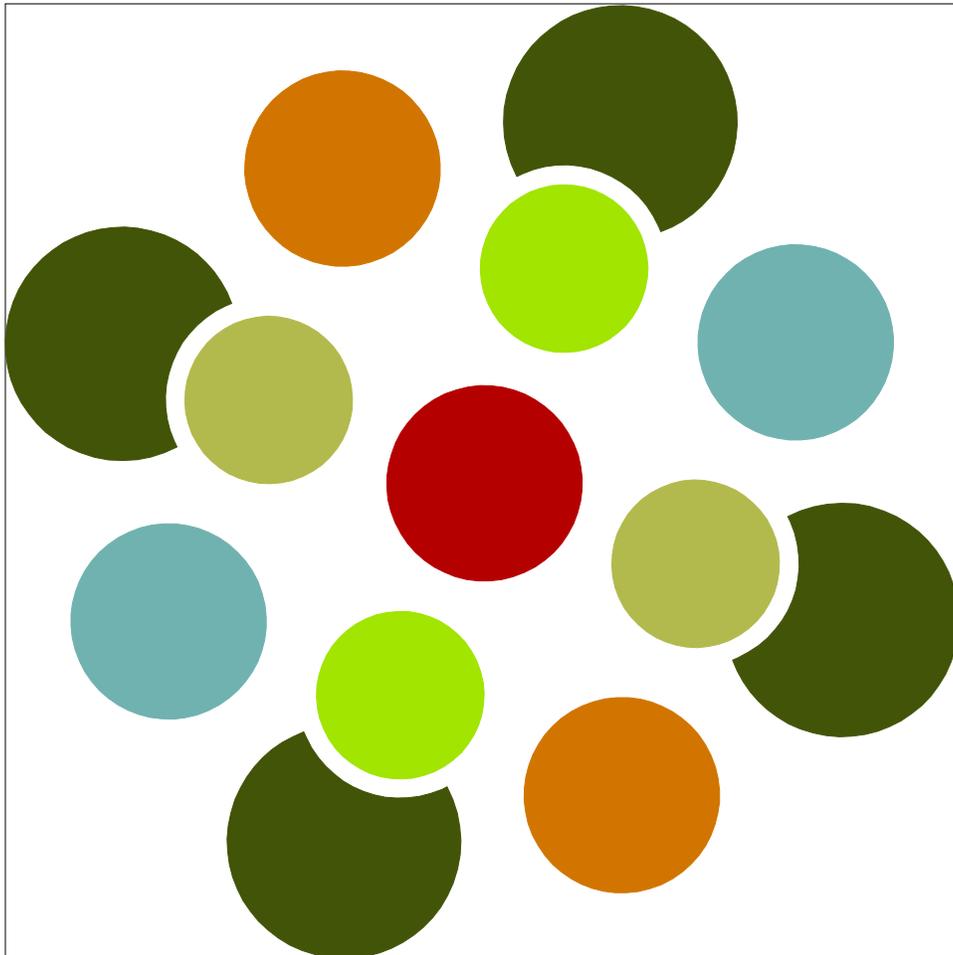
Bidder’s Authorized Official: G. Douglas Walsh, C.E.T.

Title: Infrastructure Team Lead

Company Name: EXP Services Inc.

Form 3 to be submitted.

# APPENDIX 'C' – Cost Estimate



# Cost Estimate and Time Allotment Matrix

Project: 2024 Bridge & Culvert Inspections  
 Client: The Corporation of the City of Temiskaming Shores  
 EXP Project No.: 999-23014483-PP



	Stephen Ho		Douglas Walsh		Nolan Dombroski		Chad Chenette		Eric Leveille		Disbursements		TOTAL PROJECT COSTS			
DESCRIPTION of TASKS	Project Director M.Eng., P.Eng \$205		Project Manager C.E.T. \$165		Civil Engineer P.Eng \$205		Civil Engineer P.Eng \$125		Civil Technologist C.E.T. \$90		Estimate	Actual	Labour Estimate	Labour + Disb.		
	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual						
<b>1.0 Project Management</b>																
Project Start-Up			1				1							\$ 290	\$ 290	
Project Administration			1											\$ 165	\$ 165	
Collection of Information										2				\$ 180	\$ 180	
<b>2.0 Bridge, and Culvert Inspections</b>																
Site Inspections							24			24				\$ 5,160	\$ 5,160	
Complete OSIM Forms										8				\$ 720	\$ 720	
<b>3.0 Report and Review</b>																
Prepare Draft Report and Review OSIM Forms					2		6			8				\$ 1,880	\$ 1,880	
Prepare Cost Estimates for Deficiencies	1				2		4			4				\$ 1,475	\$ 1,475	
Submit Reports to City for Comment							2			2				\$ 430	\$ 430	
City / Consultant Review Meeting			1				1							\$ 290	\$ 290	
Finalize Report	1		1		1		2			2				\$ 1,005	\$ 1,005	
<b>4.0 Disbursements</b>																
Project Disbursements												\$ 150		\$ -	\$ 150	
	2		4		5		40			50			\$ 150.00		\$ 11,595.00	\$ 11,745.00
													Total (Excl. HST)		\$ 11,745.00	

## Cost Estimate and Time Allotment Matrix

Project: 2024 Provisional Building / Roof Inspections  
 Client: The Corporation of the City of Temiskaming Shores  
 EXP Project No.: 999-23014483-PP



	Stephen Ho		Douglas Walsh		Nolan Dombroski		Chad Chenette		Eric Leveille						
DESCRIPTION of TASKS	Project Director M.Eng., P.Eng \$205		Project Manager C.E.T. \$165		Civil Engineer P.Eng \$205		Civil Engineer P.Eng \$125		Civil Technologist C.E.T. \$90		Disbursements		TOTAL PROJECT COSTS		
	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Estimate	Actual	Labour Estimate	Labour + Disb.	
<b>PROVISIONAL TASKS</b>															
<b>1.0 Project Management</b>															
Project Start-Up													\$ -		
Project Administration			2										\$ 330	\$ 330	
Collection of Information										2			\$ 180	\$ 180	
<b>2.0 Building &amp; Roof Inspections</b>															
Site Inspections							8			8			\$ 1,720	\$ 1,720	
Complete Inspection Forms							2			4			\$ 610	\$ 610	
<b>3.0 Report and Review</b>															
Prepare Draft Report and Review Forms					1		4			6			\$ 1,245	\$ 1,245	
Prepare Cost Estimates for Deficiencies					1		3			3			\$ 850	\$ 850	
Submit Reports to City for Comment							1			1			\$ 215	\$ 215	
City / Consultant Review Meeting			1				1			1			\$ 290	\$ 290	
Finalize Report	1				1		1			1			\$ 625	\$ 625	
<b>4.0 Disbursements</b>															
Project Disbursements												\$ 150	\$ -	\$ 150	
	1		3		3		20			25		\$ 150.00		\$ 6,065.00	\$ 6,215.00
													<b>Total (Excl. HST)</b>		\$ 6,215.00



Appendix 02 to  
Schedule "A" to

**By-law No. 2024-000**

Terms of Agreement



## TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to  
The Corporation of the City of Temiskaming Shores dated January 31<sup>st</sup>, 2024 (the "Proposal")  
for RFP PW-RFP-001-2024 Engineering Services, Bridges, Culverts and Roof Inspections (the "Project").*

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore, CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario.
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed. CLIENT agrees to bring any claims against the CONSULTANT, not any individual employees of the CONSULTANT.
11. **CONSEQUENTIAL DAMAGES.** CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.
12. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
13. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all drawings, plans, models, designs, reports, photos, studies and other data (the "Deliverables") required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT, who grants to the CLIENT a non-exclusive, perpetual, non-transferable and royalty-free license (the "License") to use, disclose and reproduce the Deliverables solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
14. **THIRD PARTY DISCLAIMER.** Any report prepared in connection with the Services are for the sole benefit of the CLIENT. CONSULTANT's report may not be used by any other person or entity without the express written consent of the CLIENT and CONSULTANT. Third parties are subject to the same limit of liability as agreed to in this Agreement by the Client. Any use which a third party makes of CONSULTANT'S report, or any reliance on decisions made based on it, are the responsibility of such third parties. CONSULTANT accepts no responsibility for damages, if any suffered by any third party as a result of decisions made or actions taken based on this report.
15. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
16. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other by-products that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
17. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
18. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
19. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
20. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario

**Subject:** FoodCycler Pilot Program

**Report No.:** PW-004-2024

**Agenda Date:** February 6, 2024

**Attachments:** N/A

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-004-2024; and
2. That Council directs staff to increase funds within the 2024 Solid Waste Operating Budget for the FoodCycler Pilot Project resulting in a net municipal cost increase of \$ \_\_\_\_\_ based on \_\_ additional registrants.

### **Background**

At the Regular Meeting of Council held on October 17, 2023, Council received a presentation from Food Cycle Science (FCS) in relation to food waste diversion. It was identified in the presentation that 63% of food waste is avoidable and household waste is comprised of 25-50% organics, thus being a large contributor to Green House Gas emissions.

A solution to this problem is a household product called the FoodCycler. The FoodCycler devices can process food waste which converts it into a nutrient-rich by-product that can be used to enrich soil.

FCS had suggested a funded municipal pilot program for Temiskaming Shores. Based on our population, the pilot scope would consist of 100 households, resulting in a net municipal investment of \$ 10,000.00 plus HST and shipping costs estimated at \$ 2,500.00.

At the Regular Council Meeting held on December 19, 2023, Council approved entering into an agreement with Food Cycle Science Corporation for the supply and delivery of the FoodCycler product based on 100 households, for an estimated net municipal cost of \$12,500.00. In addition, FCS would help with the management of the Pilot Project.

## **Analysis**

On January 11, 2024, staff met with representatives from FCS to discuss next steps and timelines regarding the pilot project. It was confirmed at the meeting that registration would be on a first come first serve basis and run for a 2-week period starting on Monday January 22, 2024, and ending on Friday February 2, 2024. In addition, promotional and educational material was shared by FCS with staff to support the registration period.

Registration has been very successful with the first 2 days seeing approximately 50 registrants. With the continued promotion through all the City's media platforms, as of Thursday February 1, there have been a total of 161 Temiskaming Shores residents register for the pilot program.

The pilot project for 100 household number was chosen based on the City's population and recommendation from FCS with the public interest and uptake as an unknown. It was always staff's intention to monitor the registration and provide recommendation to Council with any amendment to the pilot program once registration has closed.

With uptake being so successful, staff is recommending that all registrants receive a FoodCycler and be part of the pilot program. Based on the Thursday, February 1 registration data, this would reflect an increase of 51 units to be purchased resulting in a net municipal cost increase of \$ 6,100.00 plus HST.

As registration closes on Friday February 2, 2024, staff will provide Council with final registration numbers and the final proposed budget increase at the Committee of the Whole Meeting on Tuesday February 6, 2024.

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

- By-Law No. 2015-128, Solid Waste Management

## **Consultation / Communication**

- October 17, 2023 Regular Meeting of Council - Food Cycle Science Presentation
- November 1, 2023 – Meeting with Food Cycle Science Representative
- Administrative Report PW-027-2023 – FoodCycler Pilot Program
- January 11, 2024 - Meeting with Food Cycle Science Representatives
- Administrative Report PW-004-2024 – FoodCycler Pilot Program

**Financial / Staffing Implications**

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

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

Funds for the pilot project based on the supply and delivery of 100 FoodCycler units were included in the 2024 Solid Waste Operating Budget with a net municipal cost of \$ 100.00/unit and estimated delivery charges of \$ 2,500.00 for a total of \$ 12,500.00 plus HST.

Should Council approve the pilot project amendment and based on the Thursday, February 1 registration data, this would reflect an increase of 61 units to be purchased resulting in a net municipal cost increase of \$ 6,100.00 plus HST.

**Climate Considerations**

The increase of registrants to the pilot program will assist the City in meeting their reduction of Green House Gas emission targets.

**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

# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** February 6, 2024  
**Subject:** NOHFC Community Enhancement Program Application  
**Attachments:** Appendix 01 – Application Guide

---

Mayor and Council:

As part of the City's 2024 Capital Budget, staff proposed to complete upgrades to various municipal parks, including Farr Park in Haileybury and Shaver Park in North Cobalt.

After reviewing the proposed application with the City's Northern Ontario Heritage Fund Corporation (NOHFC) advisor, staff are proposing to apply to the NOHFC Community Enhancement Program, Rural Enhancement Stream for upgrades to municipal parks including Farr Park and Shaver Park. The application would include enhancements totaling an estimated cost of \$648,000 with a total request to the NOHFC of \$486,000 equalling 75% of the total project costs.

Staff are therefore recommending that Council direct staff to submit a Phase 1 application to the NOHFC Community Enhancement Program – Rural Enhancement Stream for Recreation Park Upgrades.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

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*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

Amy Vickery  
City Manager



# Community Enhancement

Helping build strong and resilient Northern communities through infrastructure investments, to upgrade / repair existing assets to improve community quality of life, economic development infrastructure and strategic economic development initiatives.

## Who is eligible?

### Rural Enhancement Funding Stream

Rural municipalities, Indigenous communities, not-for-profit organizations and Local Services Boards having or serving a population of less than 30,000.

### Enhance Your Community Funding Stream

Municipalities, Indigenous communities, not-for-profit organizations, and Local Services Boards located in Northern Ontario.

## What is eligible?

Incremental improvements, repairs, and/or renovations to improve and extend the useful life of capital assets including; social and recreational facilities, municipal assets and community halls, that contribute to a healthy and vibrant community.

For additional details and guidelines for the Cultural Supports program, please visit [nohfc.ca](http://nohfc.ca)



 [www.nohfc.ca](http://www.nohfc.ca)

 [asknohfc@ontario.ca](mailto:asknohfc@ontario.ca)

 @nohfc

 70 Foster Drive, Suite 200, Sault Ste. Marie, ON P6A 6V8

# Community Enhancement



## Funding

### Rural Enhancement Stream

For communities with a population under 1,500, and Indigenous Communities

- Conditional contribution up to 90% of total eligible costs (max \$200,000)

For communities with a population over 1,500

- Conditional contribution up to 75% of total eligible costs (max \$500,000)

Enhance Your Community Funding Stream (no population requirement)

- Conditional contribution of the lesser amount of 50% of total eligible costs or \$2 million

## Program Requirements

- All buildings, facilities or land improved with NOHFC funding must be owned by the applicant.
- The applicant may be required to reimburse NOHFC if assets financed by NOHFC are sold within the first three years after project completion.



# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** February 6, 2024  
**Subject:** Recreation Operations Update (February)  
**Attachments:** Appendix 01 - Recreation Department Projects Tracking Sheet

---

Mayor and Council:

Below is the monthly operational update from the Recreation department:

## **Parks and Facilities:**

### **Outdoor Rinks**

- Outdoor Rinks are currently closed due to the warm weather. Due to the low snowpack earlier this year, the base that our outdoor rinks are built upon is not as large as it should be which may result in early closure in March.
- Based on the weather forecast it's expected the rinks will reopen on Friday February 2<sup>nd</sup>.

### **Arenas**

- Both arenas were busy in the month of January as TSMHA hosted a U13/U15 tournament, January 12-14. There were a total of 44 games between the two rinks as the tournament started early Friday morning.
- Staff recently received a new floor cleaning machine for the SHSMA

### **Halls**

- Staff were busy with hall cleaning in January as the Riverside Place was rented 24 times and Dymond Hall 15 times.

### **Building Maintenance:**

- RL Gutters recently installed new steel double doors in the southwest exit of the arena near the NL Cubs dressing room.

- Building Maintenance staff worked with Chem-Aqua to install a chemical treatment system for the DSMA's evaporative condenser that CIMCO Refrigeration installed in September. This chemical feed will prolong the life expectancy of the unit, along with providing safe evaporation into the environment.
- Staff recently repaired the zone valve which feeds the main hall, on the boiler system at the Bun Eckensviller Community Hall. This valve was not part of the boiler replacement project recently completed.
- Regulvar recently conducted a site visit to troubleshoot the BMS system at the PFC. One of the boilers is now back online and can be controlled remotely. They will be sending a new thermostat for the pool deck.
- One of the rads in the unit above the PFC reception desk area froze and sprung a leak last week. Dan Ethier assisted Dan Provencher with the replacement of the spare rad.

### **Programming:**

- Inspection of the slide at the PFC was completed on January 9<sup>th</sup> by the TSSA with no issues noted.
- In conjunction with the CSC-Temiskaming we will be offer various free public swimming times throughout February including some daytime adult swims and weekend public swims. The CSCT is also sponsoring some 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 January.
- The community fridge has been low on stock since Christmas. Donations from Independent have stopped since the new owners took over. They are working on getting back on the Second Harvest app which facilitates their donations.
- New chair yoga starting in January with 3 sessions. The program takes place on Thursday at 2pm at the Riverside Place. 1<sup>st</sup> session we had 38 in attendance, 2<sup>nd</sup> session had 34 and 3<sup>rd</sup> session had 36. We have been getting great feedback and participants are really liking it. Jennifer Cote, certified yoga teacher, has been leading it and our Age Friendly Programmer assists by showing modified versions of every pose/exercise.

## Healthy Kids

- Attending grade 5 French immersion class at NLPS. Doing a total of 4 recipes with 24 students each session. Students learn about healthy eating, budgeting, basic cutting skills and trying out new foods.
- The City has been invited to do an online presentation with the CPRA (Canadian Parks and Recreation Association) on the HERS project (Healthy Eating in Recreation Settings). The Presentation will be taking place on February 15<sup>th</sup>.

## Administration:

- Various procurements have begun with most expected to be brought forward for council's consideration to award at the March committee-of-the-whole meeting.
- The City was approached about extending the ice season at one of our municipal arenas into May 2024. Staff have been reviewing operation plans and expected financials that would result from such a change. Currently, our last day for ice bookings is April 7, 2024 at the SHSMA and April 21 at the DSMA
- Staff are being setup to receive de-escalation training later this spring to help build their skills when dealing with uncomfortable situations. Our Arena/Parks attendants have also been provided free access to Northern College's Arena Operations micro credentials course. We are approaching this as an opportunity for a skills refresher.
- We continue to see strong demand for daytime pool use and are being flexible with our offerings as best we can be based on our current staff situation. Interviews for the new Aquatic-Youth Programmer are expected to be completed early in February.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

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*"Original signed by"*

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Mathew Bahm  
Director of Recreation

Amy Vickery  
City Manager

## 2024 Budgeted Recreation Department Projects

Project	Rec/B M	Budgeted Cost	Project Lead	Project Method	Year	Capital /Operating	January 11, 2024	January 31, 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
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
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.
HLby Beach Mushroom Conversion	Rec	\$ 25,000	Matt	Quotations	2023	Capital	New fixture has been ordered and is being manufactured.	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
Albert Street (STATO)	Rec	\$ 176,210	Mitch	RFT	2023	Capital	Contractor to install new trail in Spring 2024	No change
Gym Equipment (Hack Squat, Treadmill)	Rec	\$ 25,000	Jeff	Quotes	2024	Capital	Staff are working on procurement for these items.	No change
Ball Diamond Groomer	Rec	\$ 23,000	Matt	Canoe	2024	Capital	Staff are working on the NOHFC Step 1 Submission	No change
Farr Park Project	Rec	\$ 480,000	Matt	RFP	2024	Capital	Staff are working on the NOHFC Step 1 Submission	No change
Shaver Park Rehab Project	Rec	\$ 95,000	Matt	RFQ	2024	Capital	Staff are working on the NOHFC Step 1 Submission	No change
Dymond Sports Park Fence	Rec	\$ 25,000	Matt	RFQ	2024	Capital	Procurement documents are being drafted	No change

HIby WTP Security Fence	ES	\$	6,000	Matt	RFQ	2024	Capital	Procurement documents are being drafted	No change
St Michel AT Path	Rec	\$	85,000	Matt	RFQ	2024	Capital	Procurement documents are being drafted	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.
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.
Library Roof Repair	BM	\$	35,000	Matt	RFQ	2024	Capital	No Update	No Update
Haileybury Arena AODA Engineering	BM	\$	31,500	Matt	RFP	2024	Capital	Procurement documents are being drafted	RFP has been released with a closure date of February 21, 2024
EV Charger (New Liskeard)	CS	\$	100,000	Kristen	RFP	2024	Capital	Kristen is completing the grant application for this project	Application has been submitted.
Dymond Apartment Bathroom Reno	BM	\$	15,000	Paul	Quotes	2024	Capital	No Update	Staff are currently soliciting quotations for this work.
Dymond Hall Door Replacement	BM	\$	13,000	Matt	Quotes	2024	Capital	No Update	No Update
Bandstand Roof Replacement	BM	\$	10,000	Paul	Quotes	2024	Capital	No Update	No Update
Harbourplace Deck Repair	BM	\$	15,000	Paul	Quotes	2024	Operating	No Update	No Update
Recreation Parks Equipment	Rec	\$	20,000	Matt	Quotes	2024	Operating	Equipment will be purchased in April for installation in May	No Update
HIby Marina Redecking	Rec	\$	15,000	Paul	Quotes	2024	Operating	Staff are tentatively planning to bring this project in March with our own staff	No Update

Playground Surfacing	Rec	\$	25,000	Paul	Quotes	2024	Operating	No Update	No Update
PFC Window Replacement	BM	\$	5,000	Jeff	Quotes	2024	Operating	No Update	No Update
NL Community Hall Feasibility Study	BM	\$	15,000	Matt	RFP	2024	Operating	Procurement documents are being drafted	No Update
McCamus WTP Roof Replacement		\$	45,000	Matt	RFQ	2024	Capital	Procurement documents are being drafted	RFQ has been released with a closure date of February 22, 2024.
Niven St Reservoir Roof Replacement		\$	75,000	Matt	RFT	2024	Capital	Procurement documents are being drafted	RFQ has been released with a closure date of February 21, 2024.
NL Arena Side Door Replacement	BM	\$	7,000	Paul	Quotes	2024	Operating	<u>A purchase order has been issued and the equipment has been ordered. Expected installation is February 2024</u>	<u>Completed</u>
City Hall Floor Scrubber	BM	\$	4,000	Jeff	Quotes	2024	Operating	<u>Floor machine has been received and is in service.</u>	<u>Floor machine has been received and is in service.</u>
Floor Machine - Hlby Arena	BM	\$	6,000	Paul	Quotes	2024	Capital	<u>Floor machine has been received and is in service.</u>	<u>Floor machine has been received and is in service.</u>

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**Subject:** Spurline Concrete RFQ Award

**Report No.:** RS-001-2024

**Agenda Date:** February 6, 2024

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### **Attachments**

**Appendix 01:** Submission Opening Results - RS-RFQ-001-2024

**Appendix 02:** Draft By-law with Pedersen Construction (2013) Inc.

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-001-2024;
2. That Council approve the reallocation of funds in the 2024 Capital Budget from the Recreation Park Upgrades project in the amount of \$26,000 to the Spurline Concrete; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building, in the amount of \$69,040 plus applicable taxes, for consideration at the February 20, 2024, Regular Council meeting.

### **Background**

The City of Temiskaming Shores identified issues with the concrete pathways around the Spurline Building during planning for the Rotary Splash Pad. These issues are worsened when the City's tenant at the Spurline Building is open for food and beverage service. Staff proposed to replace the concrete walkways on each length of the building, installation of a new pathway from the splash pad to the men's washroom and installation of a new concrete walkway between the building and the parking lot as part of the 2024 Capital budget.

City staff released RS-RFQ-001-2024, Spurline Concrete on January 8, 2024. The RFQ was placed on the City's website and Biddingo with a deadline for submissions of January 30, 2024. The RFQ requested that bidders install approximately 221 m<sup>2</sup> of sidewalk around the Spurline building.

## **Analysis**

Two submissions were received in response to RS-RFQ-001-2024 by the closing date of January 30, 2024, at 2:00pm.

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

Pedersen Construction 2013 Inc. - \$69,040.00

Demora Construction Services - \$87,500.00

The submissions were reviewed for completeness and required elements by City staff with no issues noted.

Pedersen Construction has completed numerous similar projects for the City of Temiskaming Shores and their bid meets the technical requirements outlined within the RFQ.

Staff are therefore recommending that this RFQ be awarded to Pedersen Construction 2013 Inc. at the February 20, 2024, Regular Council meeting.

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

- 2024 Recreation Services Capital Budget
- By-Law No. 2017-015, Procurement Policy

## **Consultation / Communication**

- Consultation with the Superintendent of Parks and Facilities

## **Financial / Staffing Implications**

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

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

This project has been included in the City's 2024 Capital Budget at a total cost of \$45,000. To cover the remaining amount required for this project (\$26,000) staff are proposing the following:

The City’s NOHFC advisor has recommended that the City apply to the NOHFC for 75% of project costs for the Parks Rehabilitation Project, up from the 50% included within the tentatively approved 2024 Capital Budget. Staff intend to follow this recommendation which, subsequently, would allow the City to reallocated \$26,000 from the Working Capital Reserve, currently planned to be used on the Parks Rehabilitation Project, to instead cover the shortfall in the budget for the Spurline Concrete Project.

**Climate Considerations**

After review with the City’s Climate Lens, no considerations for increased CO2 emissions, or temperature and precipitation adaptation were noted. A minor outcome of this project will be the decrease in permeable surface area which would negatively impact the ability to absorb water in the event of increased precipitation. The total increase in non-permeable surface was considered negligible.

**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”*

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*“Original signed by”*

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Mathew Bahm  
Director of Recreation

Amy Vickery  
City Manager

Document Title: **RS-RFQ-001-2024 "Spurline Concrete Pathways"**

Closing Date: **Tuesday, January 30, 2024**

Closing Time: **2:00 p.m.**

Department: **Recreation**

Opening Time: **3:45 p.m.**

Attendees via teleconference: **Microsoft Teams**

**City of Temiskaming Shores:**

Logan Belanger Municipal Clerk	Kelly Conlin, Deputy Clerk	Mathew Bahm, Director of Recreation	
			

**Others (teleconference):**

Submission Pricing

Bidder: *Pedersen Construction 2013 cenc.*

Description	Amount
Lump Sum Price (exclusive of HST) – Section A:	19,550. <sup>00</sup> .
Lump Sum Price (exclusive of HST) – Sections B, C, D, E, F:	49,490. <sup>00</sup> .
<b>Total (exclusive of HST):</b>	<b>69,040.<sup>00</sup>.</b>

Bidder: *Demera Construction Services*

Description	Amount
Lump Sum Price (exclusive of HST) – Section A:	22,500. <sup>00</sup> .
Lump Sum Price (exclusive of HST) – Sections B, C, D, E, F:	65,000. <sup>00</sup> .
<b>Total (exclusive of HST):</b>	<b>87,500.<sup>00</sup>.</b>

Bidder: N/A

Description	Amount
Lump Sum Price (exclusive of HST) – Section A:	
Lump Sum Price (exclusive of HST) – Sections B, C, D, E, F:	
Total (exclusive of HST):	

Bidder: N/A

Description	Amount
Lump Sum Price (exclusive of HST) – Section A:	
Lump Sum Price (exclusive of HST) – Sections B, C, D, E, F:	
Total (exclusive of HST):	

Bidder: N/A

Description	Amount
Lump Sum Price (exclusive of HST) – Section A:	
Lump Sum Price (exclusive of HST) – Sections B, C, D, E, F:	
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. 2024-000**

**Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building**

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

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

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

**Whereas** Council considered Administrative Report No. RS-001-2024 at the February 6, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building, in the amount of \$69,040 plus applicable taxes, for consideration at the February 20, 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 Pedersen Construction (2013) Inc. for the replacement and installation of concrete walkways at the Spurline Building, in the amount of \$69,040 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of February, 2024.

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Mayor

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Clerk



Schedule “A” to

**By-law 2024-000**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

for the replacement and installation of concrete walkways at the Spurline Building

**This agreement** made this 20<sup>th</sup> day of February, 2024.

Between:

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

And

**Pedersen Construction (2013) Inc.**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**The Corporation of the City of Temiskaming Shores  
Spurline Concrete  
Request for Quotation No. RS-RFQ-001-2024**

- 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 Director of Recreation, all the work by **June 28, 2024.**
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **sixty-nine thousand, forty dollars and zero cents (\$69,040.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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

The Contractor:

**Pedersen Construction (2013) Inc.**  
177246 Bedard Road  
New Liskeard, Ontario P0J 1P0

The Owner:

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

The Director of Recreation:

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

**Remainder of Page left Blank Intentionally**

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

Signed and Sealed in  
the presence of )

**Pedersen Construction (2013) Inc.**

\_\_\_\_\_  
Karl Pedersen, President

Municipal Seal )

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

\_\_\_\_\_  
Mayor – Jeff Laferriere

\_\_\_\_\_  
Clerk – Logan Belanger



Appendix 01 to  
Schedule "A" to

**By-law No. 2024-000**

Form of Agreement

**City of Temiskaming Shores  
RS-RFQ-001-2024  
Spurline Concrete Pathways**

**Form of Quotation**

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

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

Description	Amount
Lump Sum Price (exclusive of HST) – Section A	\$ 19,550.00
Lump Sum Price (exclusive of HST) – Sections B, C, D, E, F	\$ 49,490.00
<b>Total (exclusive of HST):</b>	<b>\$ 69,040.00</b>

<b>Estimated Mobilization Date:</b>	May 13, 2024
<b>Estimated Completion Date:</b>	June 14, 2024

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER 0 to 0 in preparing my/our proposal.

**City of Temiskaming Shores  
RS-RFQ-001-2024  
Spurline Concrete Pathways  
Form of Quotation (Cont'd)**

Company Name: Pedersen Construction (2013) Inc.

Contact Name (Print): Karl Pedersen

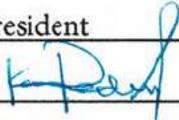
Mailing Address: 177246 Bedard Rd. New Liskeard, ON P0J 1P0

Phone Number: 705-647-6223

Email Address: [REDACTED]

Bidders Authorized  
Official (Print) Karl Pedersen

Title President

Authorizing Signature 

Date: January 30, 2024

**Form 1 to be submitted.**

**City of Temiskaming Shores  
RS-RFQ-001-2024  
Spurline Concrete Pathways**

**Non-Collusion Affidavit**

I/ We Karl Pedersen the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

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

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

The price or prices 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.

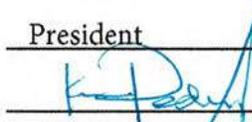
Bidders Authorized Official  
(Print)

Karl Pedersen

Title

President

Signature



Date:

January 30, 2024

**Form 2 to be submitted.**

**City of Temiskaming Shores  
RS-RFQ-001-2024  
Spurline Concrete Pathways**

**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:

Not Applicable

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.

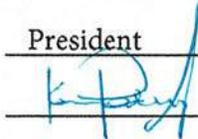
Bidders Authorized Official  
(Print)

Karl Pedersen

Title

President

Signature



Date:

January 30, 2024

**Form 3 to be submitted.**

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



**February 6<sup>th</sup>, 2024**

**EMERGENCY RESPONSES**

**Total responses for the period January 1, 2024 – January 31, 2024**

<b>Total Emergency Responses (All Stations)</b>	<b>Estimated Dollar Loss</b>	<b>Estimated Dollar Saved</b>
6	\$55,000	Nil

**Station 1 - Incident Response Summary** (1 Call)

- Vehicle Extrication, Hwy 11, Coleman Township.

**Station 2 - Incident Response Summary** (3 Calls)

- Fire, 156323 Clover Valley Rd – Accessory structure.
- CO, 252 Pine Street – CO Present.
- Other Response, 1458 Lakeshore Rd South – Water Issue.

**Station 3 - Incident Response Summary** (2 Call)

- Vehicle Extrication, Hwy 11, Harley Township.
- MVC, Hwy 11 and Belle Vallee Road – Call Cancelled on Route.

**Total responses this year to date,**

<b>Total Emergency Responses (All Stations)</b>	<b>Estimated Dollar Loss</b>	<b>Estimated Dollar Saved</b>
12	\$55,000	Nil

**Activity Report – January 1, 2024 – January 31, 2024**

**FIRE PREVENTION DIVISION**

Fire safety inspections conducted for the period of January 1, 2024 – January 31, 2024, by reason included the following:

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
3	2	12		3		1	21

Total Inspections year to date 2024 – **21**

**Public Education/Events**

- TSSA – WinterWise CO campaign, CO Safety – Home Heating Safety – Seasonal Tips.
- 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, Firefighter Personal Protective Equipment.
- Station 2 – Apparatus and Equipment, Forcible Entry, Firefighter Personal Protective Equipment.
- Station 3 – Apparatus and Equipment, Firefighter Personal Protective Equipment.
- RTC - NFPA 1021 Fire Officer 1 has been approved. Online will begin February 9<sup>th</sup>, in class March 22<sup>nd</sup> to 24<sup>th</sup>. (10 Students, 4 from Tem Shores)

**MAINTENANCE**

- Regular maintenance.
- PPE annual testing is ongoing.
- Station 3, tanker new tires.

**NEW BUSINESS**

- Officers meeting held January 24<sup>th</sup>.
- FC attended Fire Chief's meeting in Englehart January 24<sup>th</sup>.
- MNR contact information annual update.

# **Memo**

**To:** Mayor and Council  
**From:** Steve Langford, Fire Chief  
**Date:** February 6, 2024  
**Subject:** 2023 Fire Department Annual Report  
**Attachments:** Appendix 1 – 2023 Annual Report

---

Mayor and Council:

By-law No. 2005-001 as amended, being a by-law to establish, govern and regulate the Temiskaming Shores Fire Department requires the Fire Chief to prepare and present the Annual Report for the Fire Department to Council.

Please find attached for information purposes the 2023 Fire Department Annual Report.

The Annual Report is a summary of Fire Department activities for 2023 including emergency responses, fire safety inspection, public education session, and training sessions.

The Annual Report also serves as a reminder of the important role our Volunteer Firefighters play in the community.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

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*"Original signed by"*

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Steve Langford  
Fire Chief

Amy Vickery  
City Manager

**TEMISKAMING SHORES FIRE DEPARTMENT  
2023 ANNUAL REPORT  
OFFICE OF THE FIRE CHIEF**



**EMERGENCY RESPONSE SUMMARY**

**Total responses for the period January 1, 2023 to December 31, 2023**

<b>Total Emergency Responses (All Stations)</b>	<b>Total Volunteer Hours</b>	<b>Estimated Dollar Loss</b>	<b>Estimated Dollar Saved</b>
120	1,003	Structure - \$455,500 Vehicle/Other - \$31,000 Total - \$486,500	\$ 3,319,000

**Dollar Loss Comparison:** 2020 - \$3,518,500, 2021 - \$3,238,000, 2022 - \$3,021,900.

**Call Locations**

Temiskaming Shores – 110  
 Harris Township – 4 (Fire Protection Agreement)  
 Casey Township – 1 (Assisting Other FD)  
 Coleman Township – 2 (1 Mutual Aid, 1 Assistance to Other Agencies)  
 Harley Township – 2 (1 Rescue no action required, 1 Call cancelled on route)  
 Latchford – 1 (Mutual Aid)

**Station 1 - Incident Response Summary** (46 Calls)

- 2 – Fire
- 4 – Open Air Burning unauthorized
- 1 – Authorized controlled burning – complaint
- 1 – No Loss Outdoor Fire
- 6 – Alarm System Equipment - Malfunction
- 3 – Alarm System Equipment – Accidental activation
- 4 – CO False Alarm – Equipment Malfunction
- 1 – CO Incident, CO Present
- 1 – CO False Alarm – Perceived Emergency (no CO present)
- 3 - Gas Leak – Natural Gas
- 2 – Pot on Stove (no fire)
- 5 – Other Cooking/toast/smoke/steam (no fire)
- 2 – Power Lines Down, Arcing
- 1 – Vehicle Extrication
- 1 – Vehicle Collision
- 1– Assist to Other Agency
- 3 – Assisting Other FD – Mutual Aid
- 1 – Accident or illness related – cuts, fractures, person
- 1 – Call cancelled on route
- 3 – Other Response

## 2023 ANNUAL REPORT

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### **Station 2 - Incident Response Summary** (43 Calls)

- 2 – Fire
- 2 – Overheat (no fire, e.g. engines, mechanical devices)
- 5 – Open Air Burning unauthorized
- 2 – No Loss Outdoor fire
- 1 – Other pre fire condition (no fire)
- 1 – Pot on Stove (no fire)
- 10 – Alarm System Equipment - Malfunction
- 2 – Alarm System Equipment – Accidental activation
- 5 – Other False Fire Call
- 3 – Human – Perceived Emergency
- 4 – CO False Alarm – Equipment Malfunction
- 1 – Gas Leak – Miscellaneous
- 4 – Vehicle Collision
- 1 – Animal Rescue

### **Station 3 - Incident Response Summary** (31 Calls)

- 2 – Fire
- 2 – No Loss Outdoor fire
- 4 – Alarm System Equipment - Malfunction
- 1 – Alarm System Equipment – Accidental activation
- 1 – Human – Malicious intent, prank
- 1 – Other Cooking/toasting/smoke/steam (no fire)
- 4 – Other False Fire Call
- 1 – CO Incident, CO Present
- 1 – CO False Alarm – Equipment Malfunction
- 1 – Gas Leak – Natural Gas
- 3 – Power Lines Down Arcing
- 2 – Vehicle Collision
- 1 – Rescue no action required
- 1 – Other Rescue
- 1 – Assisting Other FD
- 5 Call cancelled on route

## 2023 ANNUAL REPORT

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### FIRE PREVENTION

Fire safety inspections conducted for the period of January 1, 2023 – December 31, 2023

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
87	38	125		18	10	150	428

**Note:** 6 inspections were conducted in Harris Twp.

Open Air Burning Permits issued for the period of January 1, 2023 – December 31, 2023

- 143 new permits were issued.
- 866 permits in total.

Public Education Sessions conducted for the period of January 1, 2023 – December 31, 2023

- 12 – CJTT morning chats.
- 14 – Fire Safety Presentations
- 17 – Public Events

Charges for the period of January 1, 2023 – December 31, 2023

- 11 – False Alarm Charges

### TRAINING AND EDUCATION

Total training sessions for the period January 1, 2023 to December 31, 2023

Total Training Sessions (All Stations)	Total Instructor Hours
70	89hrs

Total Training Sessions (All Stations)	Total Volunteer Hours
70	1749hrs

Total Station Meetings (All Stations)	Total Volunteer Hours
22	438hrs

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**Subject:** Appointment of Auxiliary Firefighters    **Report No.:**    **PPP-002-2024**  
**Agenda Date:**    February 6, 2024

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-002-2024; and
2. That Council hereby appoints Eric Geoffroy and Gilbert Breault as Auxiliary Firefighters to the Temiskaming Shores Fire Department, in accordance with the Recruitment and Retention Program.

### **Background**

The Auxiliary Firefighter Program was established in 2016 and allows for up to six (6) Auxiliary members to be on the department.

The program allows an opportunity for eligible candidates aged 18 years of age and older, interested in serving their community and preparing themselves to become an active Volunteer Firefighter. The program is also designed to provide candidates, who may also wish to become auxiliary firefighters, to serve in other tasks that are not considered life threatening, or those who do not plan to become full member Volunteer Firefighter.

### **Analysis**

Candidate Eric Geoffroy has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. As Station #1 Haileybury currently has a full complement of Volunteer Firefighters at 25, becoming an Auxiliary Firefighter will allow Candidate Geoffroy to participate in training activities and prepare for the next available Volunteer Firefighter opening.

Candidate Gilbert Breault recently reached the commendable milestone of 45 years of service as a Volunteer Firefighter. Although Candidate Breault's career as a Volunteer Firefighter has come to an end, becoming an Auxiliary Firefighter will allow Candidate Breault to continue participating, attending General Meeting where he serves as the stations Secretary and provide support to the Volunteer Firefighters.

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

- By-Law No. 2016-040, Temiskaming Shores Fire Department Recruitment and Retention Program.
- By-Law No. 2005-001, Fire Department Establishing and Regulating By-law.

**Consultation / Communication**

- Consultation with Station #1 District Chief and Station #3 District Chief.

**Financial / Staffing Implications**

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

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

Financial implications include the provision of appropriate honorariums which have been included in the 2024 Fire Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire department’s operational budget.

Currently there are no Auxiliary Firefighters on the department.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:



Reviewed and submitted for Council’s consideration by:

*“Original signed by”*

Steve Langford  
Fire Chief

Amy Vickery  
City Manager

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**Subject:** Appointment of Volunteer Captain

**Report No.:**

**PPP-003-2024**

**Agenda Date:**

February 6, 2024

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-003-2024; and
2. That Council hereby appoints Ian Mackey as Volunteer Captain for the Temiskaming Shores Fire Department, Station No. 3 (Dymond), in accordance with the Volunteer Firefighter Hiring and Promotional Policy.

### **Background**

As a result of a recent vacancy of a Captain's position at the Dymond Fire Station, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill the vacant Volunteer Captain's position at the Dymond Fire Station.

### **Analysis**

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill the vacancy within the department, an interview with the candidate was conducted by the District Chief and Officers of the Dymond Station. Subsequently a recommendation from the District Chief of the Dymond Station was provided to the Fire Chief requesting consideration of the appointment of Ian Mackey as Volunteer Captain to the Temiskaming Shores Fire Department.

The candidate being recommended for the Captain's position has demonstrated a strong desire to continue to take a leading role as a member of the Temiskaming Shores Fire Department team. This coupled with his previous twenty-five dedicated years as a Volunteer Firefighter and other work-related experience makes him an excellent candidate for the position being recommended for.



# Memo

**To:** Mayor and Council  
**From:** Sarah Goodyear, Communications Coordinator  
**Date:** February 6, 2024  
**Subject:** Development of an Annual Proclamation Schedule  
**Attachments:** None

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Mayor and Council:

Proclamations are ceremonial documents issued and signed by the Mayor on behalf of Temiskaming Shores City Council, to officially recognize the importance of particular days, weeks or months.

As a proactive and efficient method of addressing requests, it is recommended that the City develop an proclamation schedule, adopted by Council on a bi-annual basis at a regular meeting. For example, at the November Meeting, the proclamation schedule would be presented for January until June; and at the May Meeting, the proclamation schedule would be presented for July to December.

The Annual Proclamation Schedule would be comprised of:

- Previously proclaimed days, weeks or months;
- Provincial and federal holidays;
- Provincial and general commemorative days:
  - Canada Important and Commemorative Days (Website: [Statutory holiday pay - Canada.ca \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca/statutory-holiday-pay-canada-ca))
  - Ontario celebrations and commemorative days (Website: [Ontario's celebrations and commemorations | ontario.ca](https://www.ontario.ca/celebrations-and-commemorations));
  - Government of Canada Calendar of Health Promotions (Website: [Calendar of health promotion days - Canada.ca](https://www.canada.ca/health-promotion-days));
- Municipal Commemorative days of importance:
  - Public works week, local government week, parks and recreation month, etc.; and
- Emergency Services
  - Emergency preparedness week, paramedic service week, fire prevention week, etc.

Please note: To keep proclamations relevant to our community, not every day on the above list would be included on the Schedule, only those that have been previously proclaimed/ recognized by the City.

For those who have submitted a request for a proclamation, it would be added to the annual proclamation schedule for Council consideration. Should a request not align with the proposed dates for presentation to Council, it would be included on the agenda as a correspondence item, and then added to the list in the following year.

### **Proposed 2024 Proclamation Schedule (First Half of Year – January until June)**

- |          |   |
|----------|---|
| January  | <ul style="list-style-type: none"> <li>• Month of January – Alzheimer’s Awareness Month (Health Promotion Days)</li> <li>• January 1 – New Years Day (Ontario Holiday / Canada Holiday)</li> </ul>  |
| February | <ul style="list-style-type: none"> <li>• February 19 – Family Day (Ontario Holiday)</li> </ul>  |
| March    | <ul style="list-style-type: none"> <li>• Month of March – Epilepsy Awareness Month (Canada Health)<br/>Last proclaimed in 2019. As per: Seizure and Brain Injury Centre</li> <li>• March 8 – International Women’s Day (Canada Health)<br/>This year we will be supporting an event for this.</li> <li>• March 18-22 – National Transit Driver Appreciation Day<br/>Email this year, 2024, from Voyago</li> <li>• March 26 – Purple Shirt Day (Canada Health)<br/>Last proclaimed in 2019. As per: Seizure and Brain Injury Centre</li> <li>• March 29 – Good Friday (Ontario Holiday / Canada Holiday)</li> </ul>  |
| April    | <ul style="list-style-type: none"> <li>• April 1 – Easter Monday (Ontario Optional Holiday / Canada Holiday)</li> </ul>   |
| May      | <ul style="list-style-type: none"> <li>• May 7-13 – Emergency Preparedness Week<br/>Last proclaimed in 2023. As per the Office of the Fire Marshal and Emergency Management</li> <li>• May 12-18 – Victims and Survivors of Crime Week<br/>Last proclaimed in 2023. As per Victim Services of Temiskaming Shores</li> <li>• May 14-20 – Canada Road Safety Week<br/>Last proclaimed in 2022. As per: Canadian Association of Chiefs of Police (CACCP)</li> <li>• May 15-21 – Mental Health Awareness Week (Canada Health)<br/>Last proclaimed in 2022. As per: Canadian Mental Health Association, Cochrane-Temiskaming</li> <li>• May 19-25 – Paramedic Services Week (Canada Health)<br/>Last proclaimed in 2023. As per: District of Timiskaming Social Services Administration Board</li> <li>• May 20 – Victoria Day (Ontario Holiday / Canada Holiday)</li> </ul> |
| June     | <ul style="list-style-type: none"> <li>• Month of June – Recreation and Parks Month(Canada Health)<br/>Last proclaimed in 2023</li> </ul>   |

- Month of June – Bike Month  
 Last proclaimed in 2023
- June 15 – World Elder Abuse Awareness Day (Canada Health)  
 Last proclaimed in 2023. As per: Temiskaming Elder Abuse Task Force

It is recommended that Council direct staff to prepare a bi-annual proclamation schedule, and to present the January to June proclamations for consideration at the February 20, 2024 regular Council meeting.

Prepared for information  
 only by:

Reviewed by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

Sarah Goodyear,  
 Communications  
 Coordinator

"Original signed by"

Shelly Zubyck  
 Director of Corporate  
 Services

"Original signed by"

Amy Vickery  
 City Manager

# Memo

**To:** Mayor and Council  
**From:** James Franks  
**Date:** February 6, 2024  
**Subject:** PDAC Funding Amendment No. 1  
**Attachments:** 515041 Amendment 1 Letter for Signature

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Mayor and Council:

The City has partnered with FedNor for the past 10 years to put on the Northern Ontario Mining Showcase at PDAC. The event has grown from support of a few local businesses to being the largest pavilion in the largest annual mining show in the world. This year, we have once again reached our maximum exhibitors of 112 Northern Ontario mining supply & service companies.

In mid-2023 when we were applying for support from FedNor, staff were recommended to reduce the budget for the PDAC event, as funds were anticipated to be tight for the fiscal year at FedNor. The only area to reduce the budget was to cut some of the marketing expenditures for the program, so that is where the budget was reduced.

On November 21, 2013, Council entered into a Funding Agreement with agreement with the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041), through By-law No. 2023-119.

In conversations with FedNor over the past couple of months, they are asking for further marketing expenditures, but there is not room within the reduced budget to accommodate these requests. It was recommended that we request a funding amendment to facilitate the new marketing requirements, and the request has been approved by FedNor as their budgets now have some room to accommodate.

This amendment will provide an additional \$53,750 to the NOMS at PDAC budget for 2024, to enable us to have onsite video production during the event and replace the hanging banners over the display to showcase the new FedNor branding. There is no additional cost to the City, as the funding received from FedNor will fully cover all of the additional expenses.

As such, it is recommended that Council delegate authority to the Clerk to sign the PDAC Funding Amendment with the Federal Economic Development Agency for Northern Ontario (Fednor), to increase marketing requirements at no additional cost to the City, to ensure it is returned to FedNor by the February 14, 2024 deadline. As well as to direct



staff to prepare the necessary by-law to amend By-law No. 2023-119 being an agreement with FedNor for the Northern Ontario Pavilion at the 2024 PDAC Event, to confirm the increase in the marketing budget by \$53,750, for consideration at the February 20, 2024 Regular Council meeting.

Prepared by:

*“Original signed by”*

James Franks  
Economic Development  
Officer

Reviewed by:

*“Original signed by”*

Shelly Zubycck  
Director of Corporate  
Services

Reviewed and submitted for  
Council’s consideration by:

*“Original signed by”*

Amy Vickery  
City Manager

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

**By-law No. 2024-000**

**Being a by-law to amend By-law No. 2023-119 to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041) – Amendment No. 1**

**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 entered into a funding agreement with the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041), through By-law No. 2023-119 on November 21, 2023; and

**Whereas** Council considered Memo No. 005-2024-CS at the February 6, 2024 Committee of the Whole meeting, and:

1. Delegated authority to the Clerk to sign the PDAC Funding Agreement Amendment No. 1, with the Federal Economic Development Agency for Northern Ontario (Fednor), to increase marketing requirements at no additional cost to the City; and
2. Directed staff to prepare the necessary by-law to amend By-law No. 2023-119 being an agreement with FedNor for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto, to confirm an increase in the marketing budget by \$53,750, for consideration at the February 20, 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 Northern Ontario Mining Showcase at PDAC 2024 funding agreement amendment No. 1 (852-515041).

2. That Schedule A to By-law No. 2023-119, be hereby amended by the Amending Agreement, a copy of which is hereto attached as Schedule A and forms part of this by-law.
3. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
4. 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 20<sup>th</sup> day of February, 2024.

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Mayor

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Clerk



Schedule "A" to

**By-law No. 2024-000**

Being a by-law to amend By-law No. 2023-119 to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2024 PDAC Event in Toronto (Project No. 852-515041) –  
Amendment No. 1



FedNor  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

FedNor  
19 rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

January 15, 2024  
Project Number: 852-515041

Mr. James Franks  
Economic Development Officer  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury ON P0J 1K0

Dear Mr. Franks:

**Re: Northern Ontario Mining Showcase at PDAC 2024  
Amendment Number: 1**

As a result of the need for funds to create banners with new logos, and further videography needs for the above project and in response to your request dated January 8, 2023, FedNor is prepared to amend our Contribution agreement of November 1, 2023 as follows:

Delete: Clause 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$728,000 of the Project outlined in Annex 1, and
- b) \$728,000.

Substitute: Clause 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$781,750 of the Project outlined in Annex 1, and
- b) \$781,750.

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$728,000
- Supported	\$728,000	Other Federal	
- Not Supported	\$60,000	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$60,000
		Other	
<b>Total</b>	<u>\$788,000</u>		<u>\$788,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$335,000	\$60,000	\$395,000
Event Costs - Other	\$270,000		\$270,000
Consulting Fees	\$75,000		\$75,000
Marketing/Promotion	\$30,000		\$30,000
Travel	\$18,000		\$18,000
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$728,000</u>	<u>\$60,000</u>	<u>\$788,000</u>
<u>Ineligible Costs:</u>			
<b>TOTAL INELIGIBLE COSTS</b>			
<b>TOTAL PROJECT COSTS</b>			<u>\$788,000</u>

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$781,750
- Supported	\$781,750	Other Federal	
- Not Supported	\$60,000	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$60,000
		Other	
<b>Total</b>	<u>\$841,750</u>		<u>\$841,750</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$335,000	\$60,000	\$395,000
Event Costs - Other	\$270,000		\$270,000
Consulting Fees	\$75,000		\$75,000
Marketing/Promotion	\$83,750		\$83,750
Travel	\$18,000		\$18,000
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$781,750</u>	<u>\$60,000</u>	<u>\$841,750</u>
<u>Ineligible Costs:</u>			
<b>TOTAL INELIGIBLE COSTS</b>			
<b>TOTAL PROJECT COSTS</b>			<u>\$841,750</u>

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Guy Paquette toll-free at 1-877-333-6673 ext. 8221 or 705-471-8221 in our North Bay office.

Yours sincerely,

**Perreault, Lucie** Digitally signed by Perreault,  
Lucie  
Date: 2024.01.15 16:05:03 -05'00'

Lucie Perreault  
Executive Director  
Federal Economic Development Agency for Northern Ontario (FedNor)

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

**Project Number: 852-515041**

**Amendment Number: 1**

The foregoing is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Per: \_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

Per: \_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

## Memo

**To:** Mayor and Council  
**From:** Stephanie Leveille, Treasurer  
**Date:** February 6, 2024  
**Subject:** Ontario Infrastructure and Lands Corporation (OILC) Application(s)  
**Attachments:** OILC Loan Application Draft By-law

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Mayor and Council:

On May 18, 2021, May 17, 2022, and April 18, 2023, Council adopted By-law No. 2021-082, By-law No. 2022-088 and By-law No. 2023-043 respectively, for the City's annual Municipal Budgets. The budgets included the New Liskeard Landfill Site, Grant Drive Extension, New Fire Station – Haileybury, Albert Street Reconstruction and ICI Water Meter projects which anticipated the use of long-term borrowing as a funding source. These capital projects were completed over multiple years, as outlined in the approved budgets noted above.

Additionally, By-Law No. 2022-074 was adopted on April 19, 2022 for the purchase of two snow blower attachments, also to be funded through long-term borrowing.

One of the components of the application process is a by-law authorizing the submission of an application to OILC for temporary and long-term borrowing through the issuance of debentures.

Upon notice of a successful application, the funds will be available to draw upon for the payment of the expenditures of the various capital works.

The Treasurer respectfully requests that Council consider the following resolution:

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2024-CS;

That Council directs the Treasurer to proceed with the application(s) to the OILC for capital works as approved in By-law No. 2021-082 (2021 Municipal Budget), By-law No. 2022-088 (2022 Municipal Budget), By-law No. 2023-043 (2023 Municipal Budget), By-law No. 2022-074 (Agreement with RPM Tech for the Supply of Snowblower Attachments); and

That Council directs the Treasurer to proceed with other applicable by-laws as per the OILC program, being a funding agreement and debenture(s) as required for approved capital works.



Prepared by:

*“Original signed by”*

Stephanie Leveille  
Treasurer

Reviewed by:

*“Original signed by”*

Shelly Zubyck  
Director of Corporate Services

Reviewed and submitted for  
Council’s consideration by:

*“Original signed by”*

Amy Vickery  
City Manager

# The Corporation of The City of Temiskaming Shores

## By-Law Number 2024-000

### **A By-law to approve the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for the long-term financing of certain capital work(s) of The Corporation of the City of Temiskaming Shores (the “Municipality”); and to authorize the entering into of a Rate Offer Letter Agreement pursuant to which the Municipality will issue debentures to OILC**

**Whereas** the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**Whereas** the Council of the Municipality has passed the by-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law (“**Schedule “A”**”) authorizing the capital work(s) described in column (2) of Schedule “A” (“**Capital Work(s)**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject in each case to approval by OILC of the long-term financing for such Capital Work(s) requested by the Municipality in the Application as hereinafter defined; and

**Whereas** before the Council of the Municipality approved the Capital Work(s) in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its then most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, and determined that the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, did not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Land Tribunal pursuant to the Regulation, was not required before any such Capital Work was authorized by the Council of the Municipality; and

**Whereas** subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt; and

**Whereas** the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act; and

**Whereas** OILC has invited Ontario municipalities desirous of obtaining long-term debt financing in order to meet capital expenditures incurred on or after the year that is five years prior to the year of an application in connection with eligible capital works to make

application to OILC for such financing by completing and submitting an application in the form provided by OILC; and

**Whereas** the Municipality has completed and submitted or is in the process of submitting an application to OILC, as the case may be to request financing for the Capital Work(s) by way of long-term borrowing through the issue of debentures to OILC, substantially in the form of Schedule "B" hereto and forming part of this By-law (the "**Application**"); and

**Whereas** OILC has accepted and has approved or will notify the Municipality only if it accepts and approves the Application, as the case may be; and

**Whereas** at least five (5) business days prior to the passing of the debenture by-law in connection with the issue of Debentures as defined below, OILC will provide the Municipality with a rate offer letter agreement substantially in the form as provided to the Municipality on or prior to the date of this By-law (the "**Rate Offer Letter Agreement**").

**Now therefore** the Council of The Corporation of City of Temiskaming Shores enacts as follows:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the long-term financing of the Capital Work(s) in the maximum principal amount of \$4,213,950.52, with such changes thereon as such authorized official may hereafter, approve such execution and delivery to be conclusive evidence of such approval.
2. The Mayor and the Treasurer are hereby authorized to execute and deliver for and on behalf of the Municipality the Rate Offer Letter Agreement under the authority of this By-law in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
3. Subject to the terms and conditions of the Rate Offer Letter Agreement, the Mayor and the Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Rate Offer Letter Agreement (the "**Debentures**"); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of any unpaid indebtedness of the Municipality to OILC under

the Debentures (the “**Obligations**”) and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Debentures issued pursuant to the Rate Offer Letter Agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
6.
  - (a) The Mayor and the Treasurer are hereby authorized to execute and deliver the Rate Offer Letter Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the terms and conditions that apply to the Municipality as set out in the Rate Offer Letter Agreement and to perform the Obligations of the Municipality under the Debentures, and the Treasurer is authorized to affix the Municipality’s municipal seal to any such documents and papers.
  - (b) The money realized in respect of the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
7. This By-law takes effect on the day of passing.

**Read a first, second and third time** and finally passed this 20<sup>th</sup> day of February, 2024.

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Mayor

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Clerk

**Schedule "A"**  
**to By-Law Number 2024-000**  
**(Capital Work(s))**

(1)	(2)	(3)	(4)
<u>By-Law Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
2022-088 2023-043	New Liskeard Landfill Site	\$3,202,552.21	\$1,028,870.28
2022-074	Snow Blower Attachments (2)	\$330,215.29	\$330,215.29
2022-088 2023-043	Grant Drive Extension	\$1,303,207.59	\$413,429.00
2021-082 2022-088 2023-043	New Fire Station – Haileybury	\$2,867,765.15	\$855,077.48
2023-043	Albert Street Full Reconstruction – Phase 1	\$4,391,252.00	\$1,043,727.00
2021-082 2022-088 2023-043	ICI Water Meters	\$656,100.66	\$542,631.47

**Schedule "B" OILC Application  
to By-Law Number 2024-000**

## Webloans Loan Application PDF

FA Number 1889

Application for Temiskaming Shores, The Corporation of The City of

### Projects

Loan Application ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
890	New Liskeard Landfill Site	10/01/2022	09/30/2023	\$3,202,552.21	1,028,870.28
890	Snow Blower Attachments 2	04/19/2022	11/18/2022	\$330,215.29	330,215.29
890	Grant Drive Extension	03/01/2022	08/31/2023	\$1,303,207.59	413,429.00
890	New Fire Station Hlby	12/01/2020	09/30/2023	\$2,867,765.15	855,077.48
890	Albert Street Full Reconstruction Phase 1	06/01/2023	09/30/2023	\$4,391,252.00	1,043,727.00
890	ICI Water Meters	05/04/2021	12/31/2023	\$656,100.66	542,631.47

### Details of Project New Liskeard Landfill Site

Project Category Waste Management Infrastructure

Project Name New Liskeard Landfill Site

Construction/Purchase Start 10/01/2022

Construction/Purchase End 09/30/2023

Energy Conservation

Project Address 1 704165 Rockley Road

Project Address 2

City / Town New Liskeard

Province ON

Postal Code P0J1P0

Description

In 2022, Council approved the NL landfill expansion as a multi-year capital project . Construction commenced in October of 2022 and was completed in fall of 2023. Year 1 of the multi-year project consisted of an agreement for the design, Environmental Compliance Approval (ECA) submission and tender document preparation. Year 2 consisted of placement of asphalt, construction of landfill storage building, waste storage bins and the installation of the scale. Capping of the Haileybury landfill is anticipated to be completed in 2024 as a separate capital project.

Comments and/or Special Requests

[Empty text area for comments and/or special requests]

Useful Life of Asset (Years)

25

**Project Financial Information**

Type of Financing

Long-term only

Payment Frequency

Quarterly

Project Cost (A)

\$3,202,552.21

**Other Project Funding / Financing (B):**

Description	Timing	Amount
Reserves	Existing	\$2,173,681.93
<b>Other Project Funding/Financing Total (B)</b>		<b>\$2,173,681.93</b>
<b>OILC Loan Amount (A-B)</b>		<b>\$1,028,870.28</b>

**Only include long-term borrowing in this section**

Required Date	Amount	Term	Type
03/01/2024	\$1,028,870.28	15	Serial
<b>Long-term Borrowing Total</b>		<b>\$1,028,870.28</b>	

**Details of Project Snow Blower Attachments 2**

Project Category

Municipal Other Infrastructure

Work Type

Others

Other Description

Fleet

Project Name

Snow Blower Attachments 2

Construction/Purchase Start

04/19/2022

Construction/Purchase End

11/18/2022

Energy Conservation

Project Address 1

325 Farr Drive

Project Address 2

PO Box 2050

City / Town

Haileybury

Province

Ontario

Postal Code

P0J 1K0

**Description**

Purchase of 2 Snow Blower attachments to assist with winter maintenance operations. The previous blower was operationally deficient and affected the City ability to maintain established service levels.

**Comments and/or Special Requests****Useful Life of Asset (Years)**

10

**Project Financial Information****Type of Financing**

Long-term only

**Payment Frequency**

Quarterly

**Project Cost (A)**

\$330,215.29

**Other Project Funding / Financing (B):****Other Project Funding/Financing Total (B)**

\$0.00

**OILC Loan Amount (A-B)**

\$330,215.29

**Only include long-term borrowing in this section**

Required Date	Amount	Term	Type
06/15/2024	\$330,215.29	5	Serial
<b>Long-term Borrowing Total</b>	\$330,215.29		

**Details of Project Grant Drive Extension****Project Category**

Municipal Roads Infrastructure

**Project Name**

Grant Drive Extension

**Construction/Purchase Start**

03/01/2022

**Construction/Purchase End**

08/31/2023

**Energy Conservation****Project Address 1**

Grant Drive

**Project Address 2****City / Town**

New Liskeard

**Province**

ON

Postal Code P0J1P0

Description This project consisted of the construction of an extension on Grant Drive which would provide better access to current and future development in that area. This project was supported by Council in 2021. The project was completed over 2 years. Costs for the turning lane were shared at 50%.

Comments and/or Special Requests

Useful Life of Asset (Years) 15

Project Financial Information

Type of Financing Long-term only

Payment Frequency Quarterly

Project Cost (A) \$1,303,207.59

Other Project Funding / Financing (B):

Table with 3 columns: Description, Timing, Amount. Rows include Levies (\$289,778.59) and Reserves (\$600,000.00).

Other Project Funding/Financing Total (B) \$889,778.59

OILC Loan Amount (A-B) \$413,429.00

Only include long-term borrowing in this section

Table with 4 columns: Required Date, Amount, Term, Type. Row 1: 06/15/2024, \$413,429.00, 10, Serial. Summary row: Long-term Borrowing Total \$413,429.00.

Details of Project New Fire Station Hlby

Project Category Municipal Other Infrastructure

Work Type Others

Other Description New Fire Station - Hlby

Project Name New Fire Station Hlby

Construction/Purchase Start 12/01/2020

Construction/Purchase End 09/30/2023

Energy Conservation

Project Address 1 25 Rorke Avenue

Project Address 2

City / Town Haileybury

Province ON

Postal Code P0J 1K0

**Description**  
Construction of a new fire station in Haileybury to replace Station 1 which had reached its life expectancy. The Ontario Fire Marshal's (OFM) Office was contacted for assistance and expertise in the development of the study. The new site met the criteria as recommended by the OFM.

**Comments and/or Special Requests**

Useful Life of Asset (Years) 50

**Project Financial Information**

Type of Financing Long-term only

Payment Frequency Quarterly

Project Cost (A) \$2,867,765.15

**Other Project Funding / Financing (B):**

Description	Timing	Amount
Taxation	Existing	\$30,000.00
Reserves/Funding	Existing	\$1,982,687.67

**Other Project Funding/Financing Total (B)** \$2,012,687.67

**OILC Loan Amount (A-B)** \$855,077.48

**Only include long-term borrowing in this section**

Required Date	Amount	Term	Type
08/01/2024	\$855,077.48	20	Serial
<b>Long-term Borrowing Total</b>	\$855,077.48		

**Details of Project Albert Street Full Reconstruction Phase 1**

Project Category Municipal Roads Infrastructure

**Other Description** Albert Street Reconstruction

**Project Name** Albert Street Full Reconstruction Phase 1

**Construction/Purchase Start** 06/01/2023

**Construction/Purchase End** 09/30/2023

**Energy Conservation**

**Project Address 1** Albert Street

**Project Address 2**

**City / Town** Haileybury

**Province** ON

**Postal Code** P0J 1K0

**Description**  
 The portion of street in question, between Rorke and Bruce, was covered in shatter cracks, longitudinal cracks, potholes and patches. There was no Storm infrastructure in place. All surrounding streets have been upgraded to include catch basins and buried storm pipe except Albert. Albert Street watermain did not meet the Ontario provincial standard for depth. Sections of the watermain under the road were too close to the surface allowing frost to penetrate the watermain and completely freeze it. Prior to the project being approved, the City had to replace 40' of watermain to remove the frozen section and get residents their water back. Albert Street ranks in the lowest section of the Pavement condition index. Both the Sanitary and Water mains were installed in 1923 - 100 years old. Between Bruce and Georgina was one of the last connecting links of the STATO path. This project was approved as a multi-year project with a total expected cost of \$4,391,252.00.

**Comments and/or Special Requests**

**Useful Life of Asset (Years)** 50

## Project Financial Information

**Type of Financing** Long-term only

**Payment Frequency** Quarterly

**Project Cost (A)** \$4,391,252.00

### Other Project Funding / Financing (B):

Description	Timing	Amount
Capital Levy	Existing	\$878,563.00
Reserves	Existing	\$1,707,010.00
Funding	Existing	\$761,952.00

**Other Project Funding/Financing Total (B)** \$3,347,525.00

**OILC Loan Amount (A-B)** \$1,043,727.00

Only include long-term borrowing in this section

Required Date	Amount	Term	Type
10/01/2024	\$1,043,727.00	20	Serial
<b>Long-term Borrowing Total</b>	\$1,043,727.00		

**Details of Project ICI Water Meters**

**Project Category** Municipal Other Infrastructure

**Work Type** Others

**Other Description** ICI Water Meters

**Project Name** ICI Water Meters

**Construction/Purchase Start** 05/04/2021

**Construction/Purchase End** 12/31/2023

**Energy Conservation**

**Project Address 1** 325 Farr Drive

**Project Address 2**

**City / Town** Haileybury

**Province** ON

**Postal Code** P0J 1K0

**Description** Installation of water meters within the industrial, commercial and institutional sectors including multi-residential buildings of 3+ units.

**Comments and/or Special Requests**

**Useful Life of Asset (Years)** 15

**Project Financial Information**

**Type of Financing** Long-term only

**Payment Frequency** Quarterly

**Project Cost (A)** \$656,100.66

**Other Project Funding / Financing (B):**

Description	Timing	Amount
Capital Levy	Existing	\$113,469.19
<b>Other Project Funding/Financing Total (B)</b>		\$113,469.19
<b>OILC Loan Amount (A-B)</b>		\$542,631.47

**Only include long-term borrowing in this section**

Required Date	Amount	Term	Type
10/01/2024	\$542,631.47	10	Serial
<b>Long-term Borrowing Total</b>	\$542,631.47		

**Debt and Re-payments Summary**

Has there been any new/undisclosed debt acquired since last FIR was submitted?  Yes  No

Loan Purpose	Initial Amount Borrowed	Outstanding Amount	Annual Interest Rate	Date Borrowed	Maturity Year	Summary Pledges	Payment Plan	Payment Amount	Payment Frequency
2021/2022 Capital	\$635,756.78	\$635,756.78	4.7200	12/01/2023	2028		Fix	\$0.00	Quarterly

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

**Non Re-payments of Loans or Debenture**

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

**OILC Loan Repayment Information**

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	100.00
User Fees	0.00
Service Charges	0.00
Development Charges	0.00
Connection Fees	0.00
Repayment Subsidies	0.00
Other	
<b>Total</b>	100.00%

## Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

**Please note: OILC retains the right to request and review any additional information or documents at its discretion.**

### ***Confidential Information***

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

## Infrastructure Ontario

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**Subject:** Health and Safety Compliance

**Report No.:**

CS-004-2024

**Agenda Date:**

February 6, 2024

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### **Attachments**

**Appendix 01:** Joint Health and Safety Policy and Program

**Appendix 02:** By-law 2010-082: Harassment in the Workplace Prevention Policy

**Appendix 03:** By-law 2010-068: Violence in the Workplace Prevention Policy

**Appendix 04:** By-law 2010-126: Harassment and Violence Prevention Program

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-004-2024; and
2. That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Program and the Violence in the Workplace Harassment and Violence in the Workplace Prevention Program, in accordance with the Occupational Health and Safety Act.

### **Background**

In accordance with the Occupational Health and Safety Act, an employer must review their Health and Safety Policy and Program and the Harassment and Violence in the Workplace Prevention Program at least annually. The policies and programs must be posted in the workplace.

### **Analysis**

The Health and Safety Policies and Programs are posted in each respective workplace and will be sent to all Health and Safety Committees.

### **Consultation / Communication**

Health and Safety Committees for the City.

**Financial / Staffing Implications**

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

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

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*'Original signed by'*

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Shelly Zubyck  
Director of Corporate Services

Amy Vickery  
City Manager



## Health and Safety Policy

The Council of The City of Temiskaming Shores is committed to protecting its employees, property and general public from harm and loss in the workplace. And while this policy statement is a requirement of the Occupation Health and Safety Act it does not lessen their commitment and dedication to a safe working environment.

All employees, whatever their position, are encouraged to exercise their legal responsibility to report any hazard/substandard condition immediately, so that corrective action may be taken.

Supervisors will be held accountable for the health and safety of workers under their supervision. Supervisors are responsible to ensure that machinery and equipment are safe and that employees under their supervision comply with established safe work practices and procedures and receive adequate training in their specific work tasks in compliance with Health and Safety regulations.

Every worker must protect his/her own health and safety by observing safe work practices and procedures, reporting unsafe work conditions and be willing to get the training necessary to perform their duties. Workers are, by having safe work ethics, the main contributors towards their own safety and that of their fellow workers.

The Council of The City of Temiskaming Shores through the forming of a Health and Safety Committee has established health and safety policies and guidelines. Having all parties committed to health and safety is in the best interest of everyone.

Commitment to health and safety shall form an integral part of this organization from Council, City Manager and Workers through to the newly hired employee.



# **GUIDELINES FOR THE STRUCTURE AND FUNCTION OF THE JOINT HEALTH AND SAFETY COMMITTEES**

**AS AGREED UPON BETWEEN**

**EMPLOYER**

**AND**

**WORKER**

**CITY OF TEMISKAMING SHORES  
JOINT HEALTH AND SAFETY COMMITTEES  
2022**

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**PREAMBLE**

1. It is a requirement of the Occupational Health and Safety Act to establish a policy which encourages the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.
2. Through joint education programs, joint investigations of situations and joint resolution of situations, the workplace will become safer and healthier for all employees.
3. The City of Temiskaming Shores and its employees have established Joint Health and Safety Committees under the Occupational Health and Safety Act and have reached an understanding as to the guidelines for the composition, practice and procedure thereof.
4. The parties acknowledge that a Joint Health and Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these guidelines and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.
5. The parties hereto adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committees and its members by providing such information, training and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

**FOR THE EMPLOYER**

\_\_\_\_\_  
City Manager

**FOR THE WORKERS**

\_\_\_\_\_  
Health & Safety Committee  
Secretary

## **1. STRUCTURE OF COMMITTEE**

- 1.1 A TSJHS Committee will be formed at a workplace at which twenty or more workers are regularly employed and will consist of at least two persons where at least half the members of a committee shall be workers employed at the workplace who do not exercise managerial functions.
- 1.2 The TSJHS Committees shall endeavor to meet on a monthly basis, but not less than quarterly, as decided upon by the Committee members. The co-chairpersons may call special meetings when deemed necessary.
- 1.3 There shall be two (2) co-chairpersons, one (1) from the employer and one (1) from the workers; who shall alternate the chair at meetings.
- 1.4 A co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

## **2. FUNCTIONS OF JHSC**

- 2.1 To attain the spirit of the Occupational Health and Safety Act, the functions of the TSJHS Committees shall be:
  - (a) To identify, evaluate and make recommendations to resolve matters pertaining to the health and safety in the workplace to appropriate senior management.
  - (b) To encourage education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act.
  - (c) The TSJHS Committees will address matters related to Designated Substance Regulations and WHMIS where applicable.
  - (d) To deal with any health and safety matter that the TSJHS Committees deem appropriate.

### **Inspections**

- 2.2 A minimum of two (2) employees, at least one being certified, as appointed by the TSJHS Committees, shall perform workplace inspections.
- 2.3 All health and safety concerns raised during the physical inspection will be recorded and prioritized on workplace inspection forms.

- 2.4 Workplace and follow-up inspections upon completion shall be distributed to the appropriate Division Head, for his/her review and comment, to the TSJHS Committees and to the City Manager within two (2) days. The appropriate Division Head will inform the TSJHS Committees of the status of the outstanding items by the next TSJHS Committees meeting.

### **Recommendations of the JHSC**

- 2.5 The employer or his designate shall respond within twenty-one (21) days with regard to written or minuted TSJHS Committees recommendations. The written response shall indicate the employer's assessment of the TSJHS Committees recommendation and specify what action will, or will not (with explanations) be taken. Any proposed action by the employer shall include details of who will be responsible for such action and a proposed time frame.

### **Accidents and Accompaniment**

- 2.6 The TSJHS Committees will designate two (2) members; at least one (1) being certified, to investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements prescribed in the O.H.S.A. are met.
- 2.7 The TSJHS Committees will designate two (2) members; at least one (1) being certified, to investigate work refusals, the City Manager and the Ministry of Labour will be informed in writing, the name(s) of the worker(s) so designated.
- 2.8 A TSJHS Committees member who represents workers shall be consulted concerning proposed workplace testing strategies related to industrial hygiene. A member of the TSJHS Committees shall be entitled to be present during such testing.

### **3. MINUTES OF MEETINGS**

- 3.1 The TSJHS Committees will designate a secretary for the meetings, to take minutes and be responsible for having the minutes typed, circulated and filed within one (1) calendar week of the meeting, or as the TSJHS Committees may from time to time instruct. Minutes of the meeting will be reviewed and edited where necessary, by the co-chairpersons, then signed and circulated to all TSJHS Committees members, Department Heads and a copy forwarded to the City Manger. Agenda items will be identified by a reference number, and be readily available in a proper filing system.

#### **4. QUORUM**

- 4.1 The TSJHS Committees shall have a quorum of two (2) members present in order to conduct business. One co-chairperson must be present in order to conduct business. If a co-chairperson is absent, the other co-chairperson will chair the meeting. The number of employer members shall not be greater than the number of worker members.

#### **5. PAYMENT FOR ATTENDANCE AT MEETINGS**

- 5.1 As per the Collective Agreement between the City of Temiskaming Shores and the CUPE Local 5014.

#### **6. MEETING AGENDA**

- 6.1 The co-chairpersons will prepare an agenda and forward a copy of the agenda to all TSJHS Committees members at least two days in advance of the meeting.
- 6.2 The TSJHS Committees may accept any item as proper for discussion and resolution pertaining to health and safety. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.
- 6.3 All items are resolved or not will be reported in the minutes. Unresolved items will be minuted and placed on the agenda for the next meeting.

#### **7. GENERAL**

- 7.1 All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the TSJHS Committees.
- 7.2 TSJHS Committees members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.
- 7.3 Medical or trade secret information will be kept confidential by all TSJHS Committees members.
- 7.4 Any amendments, deletions or additions to these Guidelines must have the consensus of the total TSJHS Committees and shall be set out in writing and attached as an Appendix to these Guidelines and approved by Administration and/or Municipal Council.
- 7.5 **Please Note:** These guidelines provide a framework for an effective functioning TSJHS Committees. References can be made to the Occupational Health and Safety Act and its guidebook. Employer must

prepare and review at least annually a written Occupational Health and Safety Policy, and must develop and maintain a program to implement that policy (Section 25(2)(j)). This should be accomplished in consultation with the TSJHS Committees.

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**BY-LAW NO. 2010-082**  
**BEING A BY-LAW TO ADOPT A HARASSMENT IN THE WORKPLACE**  
**PREVENTION POLICY FOR THE CITY OF TEMISKAMINGS SHORES**

**WHEREAS** Bill 168, *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* received Royal Assent in December 2009;

**AND WHEREAS** the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place, no later than June 15, 2010, policies to prevent harassment and violence in the workplace;

**AND WHEREAS** under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace harassment and review the policy as often as is necessary, but at least annually;

**AND WHEREAS** the Council of The Corporation of the City of Temiskaming Shores has adopted By-law 2005-025, being a by-law to adopt a *Harassment Policy*, at its Regular Meeting held on March 25, 2005;

**AND WHEREAS** By-law 2005-025 must be updated in order to meet the requirements of the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;

**AND WHEREAS** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to adopt a *Harassment in the Workplace Prevention Policy* to ensure compliance with the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended;

**AND WHEREAS** at the Committee-of-the-Whole meeting held on May 4, 2010, Council reviewed Administrative Report CS-018-2010 and adopted a recommendation directing staff to review By-law No. 2005-025 and recommend any required changes in order to become compliant with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;

**AND WHEREAS** Council considered a Supplemental Administrative Report (CS-018-01-2010) at a Special Committee-of-the-Whole meeting held on June 18, 2010 and adopted the recommendation contained in the said report;

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

1. That the ***Harassment in the Workplace Prevention Policy*** identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted;
2. That By-law No. 2005-025 is hereby repealed; and
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to 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 15<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK



**SCHEDULE "A" TO  
BY-LAW NO. 2010-082**

**HARASSMENT IN THE WORKPLACE PREVENTION POLICY**

**ADOPTED BY COUNCIL  
June 15, 2010**



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

### **HARASSMENT IN THE WORKPLACE PREVENTION POLICY**

#### **TABLE OF CONTENTS**

- 1. Policy Statement and Purpose**
- 2. Scope**
- 3. Definitions**
- 4. Responsibilities**
- 5. Discriminatory or Harassing Behaviours**
- 6. Compliance**
- 7. Reprisal**
- 8. Confidentiality**

# THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

## HARASSMENT IN THE WORKPLACE PREVENTIONS POLICY

### 1.0 POLICY STATEMENT AND PURPOSE

Employees of The Corporation of the City of Temiskaming Shores, hereinafter called the "Employees" have a statutory right to work in an environment free from harassment. As an Employer, The Corporation of the City of Temiskaming Shores, hereinafter called the "Corporation" does not tolerate harassment in any form. In this diverse and equitable workplace, all employees will have the opportunity to contribute fully to the City of Temiskaming Shores' mission, vision, values and each employee's unique contribution will be respected.

The Corporation's objective, in adopting this policy, is to foster a climate of understanding and mutual respect for the dignity and worth of each individual.

### 2.0 SCOPE

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary, probationary and contract employees and to students and volunteers.

Members of the general public, visitors to City facilities, individuals conducting business with the City of Temiskaming Shores and employees of contractors or other organizations providing services to the City are expected to refrain from harassment towards employees. Should such harassment occur, the City will take all available steps to ensure a workplace free from harassment.

### 3.0 DEFINITIONS

Abuse of Authority: An individual's improper use of power and authority inherent in the position held, to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of the employee, or in any way interfere with or influence the career of such person. It includes such acts or misuse of power as intimidation, threats or coercion. Abuse of Authority must be linked to prohibited grounds as identified in the Ontario Human Rights Code to fall under this policy.

Complainant: Any party who makes a complaint.

Discrimination: Discrimination means differential treatment of an individual or group of individuals which is based, in whole or in part, on one or more of the prohibited grounds of discrimination and which thus has an adverse impact on the individual or group of individuals. Discrimination may be intentional or unintentional.

Employee: All employees of the City of Temiskaming Shores union and non-union, including but not limited to, regular, temporary, probationary and contract employees and to students and volunteers.

Harassment: One or a series of vexatious comments or instances of conduct that is known or ought reasonably to be known to be unwelcome or unwanted. This conduct may be offensive, intimidating, hostile or inappropriate, based on the prohibited grounds set out in the Ontario Human Rights Code.

Harassment which occurs outside the workplace but which proves to have repercussions in the work environment, adversely affecting employee relations, may also be defined as workplace harassment.

Respondent: Any party who is the subject of a complaint (ie. a complaint is made against them).

Sexual Harassment: Unwanted or unwelcome actions or comments of a sexual or gender-related nature. Sexual harassment does not have to be sexually related. Stereotypical comments or actions about one gender or the other can be a form of sexual harassment. Sexual harassment happens most often to women, but it can also happen to men or between members of the same sex. Usually sexual harassment is a pattern of behaviour that occurs frequently over a period of time. However a single incident can be serious enough to be considered sexual harassment.

Systemic Harassment/Discrimination: Policies, practices, procedures, actions or inactions that appear neutral, but have an adverse impact associated with one or more of the provisions of the Ontario Human Rights Code.

Workplace: Any building or part of a building in which one or more employees work, including employee eating, changing and lounge areas, and any vehicle or conveyance, or any area including outside worksites where employees perform their duties.

## **4.0 RESPONSIBILITIES**

### Shared Responsibilities

All employees have the right to work in an environment free from harassment and discrimination. All employees share the responsibility to support human rights and equality.

### Employer Responsibilities

The City of Temiskaming Shores is responsible for:

- Providing a workplace free from all forms of harassment and discrimination, including sexual harassment.

- Ensuring corporate policies and procedures comply with the Ontario Human Rights Code.
- Providing Human Rights awareness education to all employees.
- Creating an environment that encourages the reporting of all incidents of harassment and discrimination.
- Providing a process to handle and investigate harassment and discrimination complaints, effectively, fairly and expeditiously.

#### Human Resources Responsibilities:

- Develop and maintain program (procedures) to implement policy.
- Provide assistance and support for management and staff as required.
- Coordinate the investigation of complaints filed under this policy.

#### Management Responsibilities

Management staff are responsible for providing a workplace free of harassment and discrimination and for intervening if harassment or discrimination occurs. They must ensure that harassment and discrimination are not tolerated, ignored or condoned.

Management staff are responsible for not only their own actions, but also for dealing with the actions of staff under their supervision. The following are actions which management staff will undertake to prevent harassment and discrimination and to address perceived harassment and discrimination, or complaints by employees that they are being discriminated against or harassed.

- Set a good example by never engaging in, tolerating or condoning harassment or discrimination.
- Make all possible efforts to protect employees from harassment and discrimination.
- If harassment or discrimination is suspected, or if an employee complains that he or she is being harassed or discriminated against, action must be taken in accordance with this policy and the associated procedures. Management staff must approach an employee if harassment or discrimination is suspected because some employees may be embarrassed and/or reluctant to complain.
- Respond immediately to any complaints. Management staff who are aware of harassment or discrimination and do not take corrective action may be subject to disciplinary action, up to and including dismissal.
- Discipline employees who violate this policy.
- Depending on the nature of the incident, management staff may advise those involved of their option to contact the Police, or alternatively, may decide the situation warrants them to call the Police directly.
- In consultation with the Human Resources Department, provide employees who have been subjected to workplace harassment and their co-workers who witnessed the incident with appropriate supports.

#### Employee Responsibilities:

Employees share in the responsibility to ensure that their work environment is free from harassment and discrimination.

Employees must not engage in any behaviour that is or may be perceived as harassment or discrimination. Employees are strongly encouraged to report incidents of harassment, discrimination, or retaliation to their supervisors or managers or to the Human Resources Department.

It is the responsibility of every employee to co-operate fully in any attempts to resolve a complaint and to co-operate fully in the investigation of any complaint.

## **5.0 DISCRIMANATORY OR HARASSING BEHAVIOURS**

Discriminatory or harassing behaviour results from actions directed at specific individuals or groups, or may be actions which are not directed at a particular individual, but have created a “poisoned environment” which is hostile, intimidating or offensive.

### Prohibited Grounds Contained in the Ontario Human Rights Code:

Harassment or discrimination can occur based on:

- Race
- Sex or gender
- Colour
- Disability or perceived disability
- Ancestry
- Sexual orientation
- Place of origin (where one was born)
- Age
- Ethnic origin
- Marital status
- Same sex partnership status
- Citizenship
- Family status
- Creed (religion)
- Record of offence (in employment only)
- Receipt of public assistance (in housing/accommodation only)

Example of Harassing and Discriminatory Behaviours include, but are not limited to:

- Racial or ethnic slurs
- Written or verbal abuse or threats
- Unwelcome remarks, jokes, taunts, suggestions related to a person's body, attire, age, marital status, ethnic or racial origin, religion, disabilities, sexual orientation, or any prohibited grounds
- Practical jokes which result in embarrassment or insult or negatively affect work performance

- Abuse of authority which undermines performance or threatens careers
- Vandalism of personal property
- Displays of racist or other offensive or derogatory material
- Patronizing or condescending behaviour or language which reinforces stereotypes and undermines self respect
- Accessing, displaying, transmitting or storing (including on the City's computer network) material which violates any Canadian federal or provincial law or City by-law or directive, or is harassing, discriminatory, or obscene and conducive to a poisoned work environment. (See City of Temiskaming Shores Computer Acceptable Use Policy).

Examples of Sexual Harassment Behaviours include but are not limited to:

- Unwanted touching or patting
- Sexually suggestive or obscene remarks or gestures
- Leering (suggestive staring) at a person's body
- Display of sexually offensive material
- Making sexual requests or suggestions
- Unwelcome sexual flirtations, advances, propositions
- Sexual assault
- Sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature, clearly embarrassing or offensive
- Derogatory or degrading remarks directed toward members of one sex or sexual orientation
- Verbal abuse or threats of a sexual nature.

## **6.0 COMPLIANCE**

The Corporation of the City of Temiskaming Shores does not tolerate harassment in any form. Harassment is a serious matter and should be treated as such. Any employee who is found to have violated this Harassment in the Workplace Prevention Policy may be disciplined according to the severity of the actions, up to and including dismissal.

## **7.0 REPRISAL**

Any form of retaliation against employees exercising their rights under this policy will be considered a serious violation of this policy and will not be tolerated. Such retaliatory actions may be subject to disciplinary action, up to and including dismissal.

## **8.0 CONFIDENTIALITY**

The City of Temiskaming Shores will make every effort to ensure appropriate confidentiality where an incidence of harassment has occurred.

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

**BY-LAW NO. 2010-068**

**BEING A BY-LAW TO ADOPT A VIOLENCE IN THE WORKPLACE PREVENTION  
POLICY FOR THE CITY OF TEMISKAMINGS SHORES**

**WHEREAS** Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009 received Royal Assent in December 2009;

**AND WHEREAS** the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place, no later than June 15, 2010, policies to prevent harassment and violence in the workplace;

**AND WHEREAS** under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace violence and shall review the policy as often as is necessary, but at least annually;

**AND WHEREAS** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to adopt a *Violence in the Workplace Prevention Policy* to ensure compliance with the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended;

**AND WHEREAS** at the Committee of the Whole meeting held on May 4, 2010, Council acknowledged receipt of Report No. CS-018-2010 and adopted a recommendation authorizing the preparation of a by-law to adopt a *Violence in the Workplace Prevention Policy* in order to comply with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;

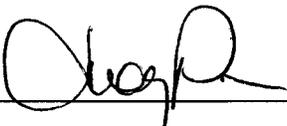
**AND WHEREAS** Council considered a Supplemental Administrative Report (CS-018-01-2010) at a Special Committee-of-the-Whole meeting held on June 18, 2010 and adopted the recommendation contained in the said report;

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

1. That the ***Violence in the Workplace Prevention Policy*** identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted; and

2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 15<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK



**SCHEDULE "A" TO  
BY-LAW NO. 2010-068**

**VIOLENCE IN THE WORKPLACE PREVENTION POLICY**

**ADOPTED BY COUNCIL  
June 15, 2010**



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

### **VIOLENCE IN THE WORKPLACE PREVENTION POLICY**

#### **TABLE OF CONTENTS**

- 1. Policy Statement and Purpose**
- 2. Scope**
- 3. Definitions**
- 4. Responsibilities**
- 5. Violent Workplace Behaviours**
- 6. Compliance**
- 7. Reprisal**
- 8. Confidentiality**

## **1.0 POLICY STATEMENT AND PURPOSE**

The City of Temiskaming Shores is committed to providing a respectful, supportive, healthy, safe, accessible and inclusive work environment for all employees, who are entitled to work in an environment free from violence, threats of violence, intimidation and other disruptive behaviour. The City is also committed to providing a safe and respectful environment for all those who enter its facilities and access its services.

This policy defines Violence in the Workplace, and identifies the rights and responsibilities of employees and management. It establishes expectations about appropriate behaviour and clarifies the City's commitment to addressing inappropriate behaviour.

The City prohibits violence in the workplace, or at any work related and/or staff function, or in any other work-related circumstances. The City will be proactive in working with its employees to prevent violence in the workplace.

The intention of this policy is to prevent violence from taking place, and where necessary to act upon incidents of violent behaviour promptly, fairly, and judiciously. The most effective element in preventing violence in the workplace is education. The City will provide education, information and promote awareness of violence issues to foster a safe, secure and respectful workplace.

The City of Temiskaming Shores has also implemented policies on Harassment and Discrimination. Those policies may provide means for addressing concerns which do not fall within the provisions of the Violence in the Workplace Policy.

## **2.0 SCOPE**

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary, probationary and contract employees and to students and volunteers.

Members of the general public, visitors to City facilities, individuals conducting business with the City of Temiskaming Shores and employees of contractors or other organizations providing services to the City are expected to refrain from violence towards employees. Should such violence occur, the City will take all available steps to ensure a workplace free from violence.

## **3.0 DEFINITIONS**

Assault: Any willful attempt or threat to inflict injury upon another person, when coupled with an apparent ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm.

Bullying: The misuse of power or position to persistently criticize and condemn; to openly humiliate and undermine an individual's ability. The bullying attacks on a person may be sudden, irrational and unpredictable.

Weapon: Anything used, or designed to be used, in destroying, defeating, threatening or injuring a person.

Workplace Violence:

- a) The exercise of physical force by a person against a worker in the workplace that causes or could cause physical injury to the worker;
- b) An attempt to exercise physical force against a worker in a workplace that could cause physical injury to the worker.

Workplace: Any building or part of a building in which one or more employees work, including employee eating, changing and lounge areas, and any vehicle or conveyance, or any area including outside worksites where employees perform their duties.

## **4.0 RESPONSIBILITIES**

Shared Responsibilities

Since all employees have the right to work in an environment free from violence, all employees share the responsibility to support a violence free workplace.

Employer Responsibilities

The City of Temiskaming Shores is responsible for:

- Providing a workplace free from all forms of violence, threats of violence, intimidation and other disruptive behaviour.
- Providing violence awareness education and information to employees, including training in conflict resolution and violence prevention for managers and supervisors where appropriate.
- Creating an environment that encourages victims of violence and witnesses to report all incidents of violence.

Human Resources Responsibilities:

- Develop and maintain program (procedures) to implement policy.
- Provide assistance and support for management and staff as required.
- Coordinate the investigation of complaints filed under this policy.

### Management Responsibilities

Management staff are expected to provide employees with a safe work environment, free from violence, threats of violence, intimidation and other disruptive behaviour. They must ensure that violence is not tolerated, ignored or condoned.

Management staff are responsible for not only their own actions, but also for dealing with the actions of staff under their supervision. The following are steps which management staff will undertake to prevent violence in the workplace and to address violent behaviour:

- If violence occurs or if management staff becomes aware of violence in the workplace, or the threat of violence, action must be taken in accordance with this policy. Management staff must approach an employee if violence or the threat of violence is suspected because some employees may be embarrassed or reluctant to report a violent incident, or threat of violence. In some circumstances, it may be necessary for management staff to report incidents of violence if the employee who is the victim of violence is reluctant, too frightened or otherwise unable to do so. Management staff who do not take corrective action may be subject to disciplinary action.
- Discipline those employees found to have violated this policy.
- Depending on the nature of the violent incident, management staff may advise those involved of their option to contact the Police, or alternatively, may decide the situation warrants them to call the Police directly.
- In consultation with the Human Resources Department, provide employees who have been subjected to workplace violence and their co-workers who witnessed the incident with appropriate supports.

### Employee Responsibilities

Employees share the responsibility to ensure that their work environment is free from violence, threats of violence, intimidation and other disruptive behaviour.

Employees must not threaten violence or engage in any violent behaviour in the workplace, at any work related functions, or in any other work related circumstances. This includes but is not limited to:

- Engaging in or threatening violence and/or using any City resources such as workplace phones, fax machines, mail or email to perpetrate or threaten violence.
- Engaging in violence or threatening violence which has arisen out of a workplace incident or relationship while away from the workplace.

Employees must report any incidents of violence or threatened violence in the workplace, to supervisors or managers, or directly to the Human Resources Department. If a criminal act, or suspected criminal act has occurred, employees are to report the incident to the Police and shall notify the Human Resources Department.

Employees are expected to co-operate fully in any investigation of a violent incident.

Employees are expected to treat all other employees and members of the public with respect and dignity.

## **5.0 VIOLENT WORKPLACE BEHAVIOURS**

Workplace violence may be physical or psychological in nature. Examples of violent workplace behaviours may include but are not limited to the following:

- Assault or Battery (with or without a weapon) including shoving, hitting, pushing or kicking
- Behaviour intended to intimidate, such as vandalism, arson, sabotage, or throwing objects
- Displays of any kind of weapon
- Verbal or written threats
- Threatening messages transmitted through third parties
- Intimidation and bullying
- Joking which harasses or intimidates

## **6.0 COMPLIANCE**

The Corporation of the City of Temiskaming Shores does not tolerate violence in any form. Violence is a serious matter and should be treated as such. Any employee who is found to have violated this *Violence in the Workplace Prevention Policy* may be disciplined according to the severity of the actions, up to and including dismissal.

## **7.0 REPRISAL**

Any form of retaliation against employees exercising their rights under this policy will be considered a serious violation of this policy and will not be tolerated. Such retaliatory actions may be subject to disciplinary action, up to and including dismissal.

## **8.0 CONFIDENTIALITY**

The City of Temiskaming Shores will make every effort to ensure appropriate confidentiality where an incidence of violence has occurred.

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
BY-LAW NO. 2010-126  
BEING A BY-LAW TO ADOPT A  
HARASSMENT AND VIOLENCE IN THE WORKPLACE PREVENTION PROGRAM  
FOR THE CITY OF TEMISKAMING SHORES**

**WHEREAS** Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009 received Royal Assent in December 2009;

**AND WHEREAS** the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place policies to prevent harassment and violence in the workplace;

**AND WHEREAS** under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace violence and a policy with respect to workplace harassment and shall review the policies as often as is necessary, but at least annually;

**AND WHEREAS** at its Regular meeting held on June 15, 2010, the Council of The Corporation of the City of Temiskaming Shores adopted By-laws 2010-068 and 2010-082, policies with respect to workplace violence and workplace harassment;

**AND WHEREAS** under Section 32.0.2 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall develop and maintain a program to implement the policy with respect to workplace violence required under clause 32.0.1 (1) (a);

**AND WHEREAS** under Section 32.0.6 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall develop and maintain a program to implement the policy with respect to workplace harassment required under clause 32.0.1 (1) (b);

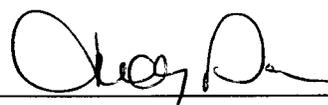
**AND WHEREAS** at the Committee of the Whole meeting held on September 7, 2010, Council acknowledged receipt of Report No. CS-036-2010 and adopted a recommendation authorizing the preparation of a by-law to adopt a *Harassment and Violence in the Workplace Prevention Program* in order to comply with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* in support of By-laws 2010-068 and 2010-082, for Council's consideration.

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

1. That the *Harassment and Violence in the Workplace Prevention Program* identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted; and

2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 21<sup>st</sup> day of September, 2010.



\_\_\_\_\_  
MAYOR



\_\_\_\_\_  
CLERK



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

**SCHEDULE "A" TO  
BY-LAW NO. 2010-126**

**Harassment and Violence in the Workplace Prevention Program**

**ADOPTED BY COUNCIL  
on September 21, 2010**



## THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

### HARASSMENT AND VIOLENCE IN THE WORKPLACE PREVENTION PROGRAM

#### TABLE OF CONTENTS

1. Program Purpose
2. Responsibility
3. Specific Responsibilities
4. Mandatory Program Components
5. Reporting and Investigating Incidents of Workplace Harassment and/or Violence
6. Instruction to Employees
7. Instruction to Supervisors

#### APPENDICES:

- “A” Workplace Hazard Assessment Form
- “B” Signs and Notices for Posting
- “C” Required Contents of a Department Emergency Action Plan
- “D” Violent Incident Investigation Checklist
- “E” Municipal Report of Incident/Accident/Injury
- “F” List of Contacts

## **1.0 PURPOSE**

This Harassment and/or Violence in the Workplace Procedure supports the City of Temiskaming Shores' Harassment and Violence in the Workplace Prevention Policies by outlining specific preventive actions to discourage and prevent acts of harassment and/or violence in the workplace before they occur. The procedure further outlines corrective measures to take in the event acts of harassment and/or violence occur in spite of all reasonable efforts to prevent them and the measures that can be taken to support employees who are affected by such harassment and/or violence.

The City of Temiskaming Shores is committed to providing a safe and healthy work environment.

## **2.0 RESPONSIBILITY:**

Everyone is responsible for creating and maintaining a safe workplace to the extent of each person's authority and ability to do so. It is the responsibility of every City of Temiskaming Shores' employee to assist and cooperate in making the workplace as safe and secure as possible.

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary and contract employees, students and volunteers.

Members of the general public, visitors to City facilities, or individuals conducting business with the City of Temiskaming Shores, are expected to refrain from any form of harassment and/or violence. The City will take any necessary steps to ensure a workplace free from harassment and violence.

Since all employees have the right to work in an environment free from harassment and violence, all employees share the responsibility to support a harassment and violence free workplace.

## **3.0 SPECIFIC RESPONSIBILITIES:**

### **A) Human Resources Department:**

- Will actively monitor industry standards and available current information on "Harassment and Violence in the Workplace Prevention" issues and provide information to and consult with department management to allow for the most effective implementation of Harassment and Violence in the Workplace Prevention policies.
- Will participate in the investigation of reported harassment and violence related incidents in the workplace and will assist department management and Joint Health and Safety Committees in implementing proper programs/controls in response to such incidents.
- Will review, analyze and track all reported incidents of harassment and violence in City of Temiskaming Shores facilities and operational activities.

- Will review and provide input on all work practices, operational controls and training programs as may be developed by departments to address specific department needs.

#### **B) Departments:**

- Departments are responsible for implementing this procedure and for establishing specific program controls to prevent incidents of harassment and violence in their workplaces. All harassment and violence prevention controls must be developed in consultation with the respective Joint Health and Safety Committees.
- Each Department will be required to facilitate the implementation and continued visibility of the Harassment and Violence in the Workplace Prevention Policies and Procedures.

#### **4.0 MANDATORY PROGRAM COMPONENTS:**

In developing work practices, operational procedures and staff training programs to prevent workplace harassment and violence, specific circumstances appropriate to each Department's operation must be considered. Such planning and strategizing will be conducted on City workplaces and will include consultation with workplace stakeholders.

When implementing this procedure the following four components must be included, as a minimum:

##### **A) Violence Hazard Assessment:**

The potential risk of harassment and violence in particular workplaces must be assessed. Each Department shall arrange for a hazard assessment to be conducted at each work location, in consultation with the appropriate Joint Health and Safety Committee.

As part of such assessments, all employees at the work location will be afforded the opportunity to voluntarily participate in a Hazard Assessment Questionnaire (**attached as Appendix A**). The Hazard Assessment Questionnaire will be completed in a suitable manner determined by the department management. Furthermore, Management, in consultation with the Joint Health and Safety Committee, may modify the questionnaire for the specific work location, to properly reflect the specific hazards identified.

##### **B) Signs and Notices:**

Each Department will ensure that appropriate signs, (**attached as Appendix B**), indicating the City of Temiskaming Shores does not tolerate any acts of harassment and/or violence in the workplace, are posted in conspicuous areas throughout the Department.

### **C) Emergency Plans:**

Departments are responsible for developing and implementing departmental Emergency Plans to address issues involving severe acts of harassment and violence.

The plan shall be updated and reviewed with workers annually, particularly if there is turnover among employees or a change to the facility or a work process.

For information on the required contents of an "emergency action plan" please see list (**attached as Appendix C**).

### **D) Information/Training:**

Training is a critical component of any harassment and violence prevention strategy. Training is necessary for employees, supervisors, and staff members at any work location where responding to an incident of workplace harassment or violence may occur. Providing appropriate training informs employees that management will take threats seriously, encourages employees to report incidents, and demonstrates management's commitment to deal with reported incidents.

## **5.0 PROCEDURE FOR REPORTING AND INVESTIGATING ACTUAL OR POTENTIAL INCIDENTS OF WORKPLACE VIOLENCE:**

All reports of incidents or potential incidents of harassment or violence will be taken seriously and will be dealt with by the immediate supervisor in an appropriate and timely fashion.

**Reporting Emergencies:** (Immediate danger; weapons involvement; physical injury related to violent behaviour; and obvious signs of abusive threatening behaviour)

For threats of violence, assaults or other violent incidents the supervisor must be contacted immediately, if possible, and if necessary the Police.

After request for Police involvement and proper control of the emergency the event particulars shall be recorded by the supervisor on the "Municipal Report of Incident or Injury" form, (**attached as Appendix D**).

**Reporting Non-Emergencies:** (Verbal threats; actions and/or activities that may in the future lead to activities that may result in an emergency)

Employees are encouraged to report threatening statements or behaviour that gives one reasonable grounds to believe that there is a potential for workplace violence immediately to the immediate supervisor, who will determine the appropriate response. Such reports may assist in identifying patterns of potential violence and may assist in the prevention of emergency situations in the future.

The immediate supervisor, once made aware of such allegations, may contact the Human Resources Department for advice and direction as may be necessary.

Workplace harassment and/or violence may extend off City property and may occur outside of normal working hours. Therefore this procedure will apply for any of the above listed behaviours that are determined through investigation to stem from, or are related to or can be linked back to the individuals' employment with the City.

**Detailed Investigation:**

The supervisor, in consultation with the Human Resources Department may initiate a detailed, formal investigation consulting with other workplace stakeholders, as necessary, and initiate appropriate corrective action as may be determined through the investigation.

A report will be filed using the "Municipal Report of Incident or Injury" form and the "Violent Incident Investigation Checklist" form (**attached as Appendix D and E**).

During investigations fairness, impartiality, privacy and confidentiality issues as well as legislative requirements will be a primary consideration.

**Support Services/Medical Assistance:**

In the event of an incident of workplace violence resulting in physical injury, access to appropriate first aid or medical aid will be provided by the employee's Supervisor, as required under the WSIB Act. Ambulance or Police may be contacted depending on the severity of the injury.

Once the injured employee has received the required care, the Supervisor will complete the "Municipal Report of Incident or Injury" form, as in any other incident involving workplace injury (**attached as Appendix D**), to ensure proper adjudication of the workplace injury by the WSIB.

**6.0 INSTRUCTION TO EMPLOYEES:**

All employees of the City of Temiskaming Shores are encouraged to report any legitimate intimidation, threats or acts of violence. Employees should be confident that issues reported to their immediate Supervisor will be treated with sensitivity, fairness and impartiality, while maintaining privacy and confidentiality considerations at all times.

This procedure will be communicated to all workers through Memos to Supervisors, will be reviewed with Staff annually and shall be clearly referenced on all violence related notices/signs that are posted.

Each Department is required to conduct a review of their "department violence in the workplace prevention procedure" annually, in consultation with the Joint Occupational Health and Safety Committee, and to revise it as necessary.

Questions or concerns regarding the department procedure may be directed to the immediate supervisor or the Human Resources Department.

## **7.0 INSTRUCTION TO SUPERVISORS:**

Any supervisor, who receives a report of a violation or alleged violation of this procedure, shall evaluate the suspected violation and shall consult with the Human Resources Department.

Supervisors shall respond to any emergency situations related to violence in the workplace by contacting 911 and activating the department emergency response plan as may be necessary.

Supervisors shall deal with all such issues brought to their attention with sensitivity, fairness, and impartiality. Privacy and confidentiality considerations shall be applied at all times when dealing with such issues.

### **NOTE:**

Workers and their supervisors shall be held accountable for violations of health and safety rules, regulations, and procedures. Disciplinary action, where necessary, will be dictated by the City of Temiskaming Shores disciplinary policy and will be based on the merits of the specific case.



Appendix: A

## Workplace Hazard Assessment Form

This form is designed to help management, workers and members of Joint Health and Safety Committees carry out an assessment of the potential risks of violence associated with the activities carried out in their Departments and to respond accordingly to any identified risks. Completion of this form supports the City of Temiskaming Shores' effort to implement the Violence in the Workplace Prevention Procedure.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

### Part 1:

Describe your department and types of activities performed by employees.

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Action to be taken:

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### Part 2:

Have there been incidents when employees in your department have experienced verbal abuse? Please describe.

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Action to be taken:

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**Part 3:**

Do employees in your department work with money or other valuables? Please describe.

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Action to be taken:

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Do employees in your department work with people who regularly "act out"? Please describe.

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Action to be taken:

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Do employees in your department monitor or regulate the activity of others or carry out processes or make decisions which adversely affect others? Please describe.

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Action to be taken:

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Do employees in your department work with projects that may elicit a negative or confrontational response? Please describe.

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Action to be taken:

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**Part 4:**

Does any employee in your department work alone during normal working hours? Please describe.

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Action to be taken:

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Does any employee within your department work alone after normal working hours? Please describe.

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Action to be taken:

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Please describe any precautions already taken to safeguard members at your work location who work alone.

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**Part 5:**

Please describe other factors at your work location or in your work activities which you feel might increase the risk of violence or harassment.

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Any additional comments you would like to make that which apply to your job(s) that were not covered in any of the questions above.

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**Appendix: B**

**Signs and Notices for Posting**



**The City of Temiskaming Shores in support of a safe and healthy work environment.**

**Violence and/or Harassment will not be tolerated at any time.**

**The City of Temiskaming Shores is committed to maintaining a safe and positive atmosphere at all City Facilities.**

In accordance with By-laws 2010-068 and 2010-082.



**Department Emergency Action Plan Requirements**

**A department emergency action plan should include, as a minimum:**

- Procedures for calling for help;
- Procedures for calling for medical assistance;
- Procedures for notifying the proper authorities (security personnel and the police);
- Emergency escape procedures and routes, (could be the same as Fire Emergency Evacuation Plan);
- Safe places to escape inside and outside of the facility;
- Securing the work area where the incident took place;
- Procedures for accounting for all employees if a facility is evacuated, (may be the same as Fire Emergency Evacuation Plan);
- Identifying personnel who may be called upon to perform medical or rescue duties and;
- Training and educating employees in workplace violence issues and the emergency action plan.

The emergency response plan for each department workplace must consider any additional specific issues that may exist at a specific work place but which may not be covered in the list above.

### **Violent Incident Investigation Checklist**

Use this checklist for violent incident investigations to ensure all aspects of the incident have been reviewed. Prepare an Incident Report based on your findings.

- Names, addresses, telephone numbers of complainants, assailants and witnesses
- Occupation of complainants, assailants and witnesses
- Date and time of incident
- Date and time of incident reported to employer
- Exact location of incident
- Exact location of complainants, assailants and witnesses
- Activities of complainants, assailants and witnesses before, during and after the incident
- Statements of witnesses and their locations
- Details explanation of events in order of occurrence
- Complainant's account of events
- Assailant's account of events
- Unusual activity that may have contributed to incident
- Photographs and/or diagrams



4. Activities	What was the person doing at the time (select a maximum of 3) <input type="checkbox"/> body movement/posture <input type="checkbox"/> office work <input type="checkbox"/> working in/under water <input type="checkbox"/> driving <input type="checkbox"/> operating equipment <input type="checkbox"/> working with/near electricity <input type="checkbox"/> handling chemicals <input type="checkbox"/> repetitive activity <input type="checkbox"/> other: _____ <input type="checkbox"/> manual material handling <input type="checkbox"/> working at height                      _____
5. Location	Incident location (for example: unit #, building, area, rural route, lot, concession number, construction site, etc.)
6. People	Select a maximum of 5 factors that may have contributed to the incident (if any) <input type="checkbox"/> health/pre-existing condition <input type="checkbox"/> lack of skills/training <input type="checkbox"/> unsafe behaviour <input type="checkbox"/> inattention <input type="checkbox"/> misjudgment <input type="checkbox"/> unsuitable clothing <input type="checkbox"/> lack of experience/knowledge <input type="checkbox"/> overexertion <input type="checkbox"/> other: _____
7. Procedures	Select a maximum of 5 factors that may have contributed to the incident (if any) <input type="checkbox"/> hazard not identified <input type="checkbox"/> procedures not available <input type="checkbox"/> verbal instructions only <input type="checkbox"/> incorrect procedures used <input type="checkbox"/> procedures not clear <input type="checkbox"/> other: _____ <input type="checkbox"/> job planning not sufficient <input type="checkbox"/> procedures not sufficient                      _____ <input type="checkbox"/> no instructions given <input type="checkbox"/> procedures not used/followed                      _____
8. Hardware	Select a maximum of 5 factors that may have contributed to the incident (if any) <input type="checkbox"/> equipment/tool defective <input type="checkbox"/> inadequate PPE <input type="checkbox"/> physical barrier not used <input type="checkbox"/> equipment/tool failure <input type="checkbox"/> incorrect PPE <input type="checkbox"/> physical barrier unavailable <input type="checkbox"/> equipment/tool inadequate <input type="checkbox"/> PPE not used <input type="checkbox"/> poor location/orientation <input type="checkbox"/> equipment/tool incorrect <input type="checkbox"/> PPE not available <input type="checkbox"/> poor PPE design <input type="checkbox"/> equipment/tool unavailable <input type="checkbox"/> physical barrier failure <input type="checkbox"/> other: _____ <input type="checkbox"/> failure of PPE <input type="checkbox"/> physical barrier inadequate                      _____ <input type="checkbox"/> inadequate design <input type="checkbox"/> physical barrier incorrect                      _____
9. Physical Environment	Select a maximum of 5 factors that may have contributed to the incident (if any) <input type="checkbox"/> animals, insects, plants <input type="checkbox"/> inaccessible/awkward location <input type="checkbox"/> structural failure <input type="checkbox"/> cold environment <input type="checkbox"/> inadequate lighting <input type="checkbox"/> uneven surfaces <input type="checkbox"/> confined space <input type="checkbox"/> inadequate ventilation <input type="checkbox"/> windy conditions <input type="checkbox"/> dark, night conditions <input type="checkbox"/> inadequate visibility <input type="checkbox"/> workers at height <input type="checkbox"/> dusty environment <input type="checkbox"/> rainy conditions <input type="checkbox"/> workers overhead <input type="checkbox"/> energized equipment <input type="checkbox"/> sharp objects <input type="checkbox"/> other: _____ <input type="checkbox"/> erosion, corrosion <input type="checkbox"/> slippery surface                      _____ <input type="checkbox"/> hot environment <input type="checkbox"/> snow/ice                      _____
10. Root Cause	Select at least one root cause. <input type="checkbox"/> communication <input type="checkbox"/> personnel performance <input type="checkbox"/> training <input type="checkbox"/> housekeeping <input type="checkbox"/> policies and procedures <input type="checkbox"/> task design <input type="checkbox"/> job planning <input type="checkbox"/> responsibilities <input type="checkbox"/> workplace layout <input type="checkbox"/> maintenance <input type="checkbox"/> supervision <input type="checkbox"/> other: _____
11. Energies	Select the energies present. <input type="checkbox"/> biological <input type="checkbox"/> gravity <input type="checkbox"/> noise <input type="checkbox"/> body mechanics <input type="checkbox"/> lights <input type="checkbox"/> non-ionizing radiation <input type="checkbox"/> chemical <input type="checkbox"/> ionizing radiation <input type="checkbox"/> pressure <input type="checkbox"/> electrical <input type="checkbox"/> mechanical <input type="checkbox"/> thermal/heat/cold
12. Activities	What type of work was being performed? <input type="checkbox"/> emergency <input type="checkbox"/> routine <input type="checkbox"/> training

13. Corrective Measures	What are the recommended corrective measures? (Select a maximum of 9) <input type="checkbox"/> communication changes <input type="checkbox"/> policy change <input type="checkbox"/> raise awareness <input type="checkbox"/> equipment/hardware changes <input type="checkbox"/> procedure changes <input type="checkbox"/> responsibility changes <input type="checkbox"/> PPE changes <input type="checkbox"/> safety program changes <input type="checkbox"/> workplace changes <input type="checkbox"/> planning/scheduling <input type="checkbox"/> training program changes <input type="checkbox"/> other: _____																		
14. Review	<b>Distribution</b> <table border="1" data-bbox="261 422 1567 682"> <tr> <td data-bbox="261 422 521 489">Prepared by:</td> <td data-bbox="526 422 786 489">Date prepared:</td> <td data-bbox="790 422 1050 489">Title:</td> <td data-bbox="1055 422 1315 489">Location:</td> <td data-bbox="1320 422 1567 489">Employee's signature</td> </tr> <tr> <td data-bbox="261 495 565 562">Supervisor:</td> <td data-bbox="570 495 850 562">Date Reviewed (yy/mmm/dd)</td> <td colspan="3" data-bbox="855 495 1567 562" rowspan="3"> Comments:  <input type="checkbox"/> Department Director  <input type="checkbox"/> Supervisor  <input type="checkbox"/> Employee </td> </tr> <tr> <td data-bbox="261 569 565 636">Department Director:</td> <td data-bbox="570 569 850 636">Date Reviewed (yy/mmm/dd)</td> </tr> <tr> <td data-bbox="261 642 565 682">JHSC Contact:</td> <td data-bbox="570 642 850 682">Date Reviewed (yy/mmm/dd)</td> </tr> </table>					Prepared by:	Date prepared:	Title:	Location:	Employee's signature	Supervisor:	Date Reviewed (yy/mmm/dd)	Comments: <input type="checkbox"/> Department Director <input type="checkbox"/> Supervisor <input type="checkbox"/> Employee			Department Director:	Date Reviewed (yy/mmm/dd)	JHSC Contact:	Date Reviewed (yy/mmm/dd)
Prepared by:	Date prepared:	Title:	Location:	Employee's signature															
Supervisor:	Date Reviewed (yy/mmm/dd)	Comments: <input type="checkbox"/> Department Director <input type="checkbox"/> Supervisor <input type="checkbox"/> Employee																	
Department Director:	Date Reviewed (yy/mmm/dd)																		
JHSC Contact:	Date Reviewed (yy/mmm/dd)																		

List of Contacts

**Emergency Phone Numbers**

Please fill in the "Emergency Phone Numbers" appropriate for your building. Copy this box and tape on your desk by your phone or somewhere else close to your phone for handy reference.

(Copies of this card also can be made.)

Police Emergency, Fire Department, Ambulance : 911

Immediate Supervisor: \_\_\_\_\_

City Manager: \_\_\_\_\_

Human Resource Department: \_\_\_\_\_

Joint Health and Safety Committee Member: \_\_\_\_\_

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**Subject:** Potential Funding for Northern Ontario Mining Showcase at CIM 2024      **Report No.:** CS-005-2024  
**Agenda Date:** February 6, 2024

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## **Attachments**

**Appendix 01:** Northern Ontario Mining Showcase at CIM Final Report 2023

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-005-2024; and
2. That should FedNor approve to lead the 2024 Northern Ontario Mining Showcase (NOMS) at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention and tradeshow held in Vancouver from May 12 – 15, 2024, that Council directs staff to prepare the necessary by-law to enter a funding agreement with the Federal Economic Development Agency for Northern Ontario (FedNor) for the event, for consideration at the February 20, 2024 Regular Council meeting.

## **Background:**

FedNor has supported the City to lead a pavilion of local businesses at the successful Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention for the past 4 years. Exhibitors are Northern Ontario mining supply companies and not for profit support services to the mining supply industry. There were 45 companies who participated in the NOMS showcase in Montreal in 2023.

## **Analysis:**

The Northern Ontario Mining Showcase (NOMS) at CIM 2023 was once again a huge success. The Final Report from the project is attached as Appendix 1. It outlines the success of the project and some of the statistics garnered from the event. The Showcase continues to grow and assist more businesses from across Northern Ontario to be able to showcase and promote their products and services to a broad domestic and international audience.

The CIM event moves from Montreal in the East to Vancouver in the West each year. In 2023 the event was held in Montreal, so this year's event will be held in Vancouver. The NOMS pavilion is generally smaller when in Vancouver, as there are not as many companies who wish to exhibit on the western side of the country as they don't have as many customers there. It is anticipated that there will be 25 companies who will wish to exhibit at the CIM event in Vancouver 2024.



# NORTHERN ONTARIO MINING SHOWCASE

# SALON MINIER DU NORD DE L'ONTARIO



## PROJECT REPORT 2023

**EIM ICM MTL 23**



**Convention + Expo**

**APR 30 - MAY 3 Montréal**

Canada



Federal Economic Development  
Agency for Northern Ontario

Agence fédérale de développement  
économique pour le Nord de l'Ontario

Temiskaming  
Shores

# TABLE OF CONTENTS

1.0 Executive Summary	3
1.1 Executive Summary	3
1.2 Quick Facts	3
2.0 About the Project	5
2.1 Exhibitors	5
2.2 Marketing and Promotion	6
3.0 Summary of Findings	7
3.1 Measure and Key Performance Indicators	7
3.2 Project Benefits & Outcomes	9
3.3 Success Factors	10
3.3 Key Success Factors	12
4.0 Recommendations	14
5.0 Appendices	15

# 1.0 EXECUTIVE SUMMARY

## 1.1 Executive Summary

*The third edition of the Northern Ontario Mining Showcase (NOMS) at CIM was held from April 30-May 2, 2023, as part of the Canadian Institute of Metallurgy and Mining, Metallurgy and Petroleum's Annual Convention and Expo. With funding support from FedNor and individual exhibitor contributions from participating companies in the amount of \$500 each, the pavilion project was coordinated by the City of Temiskaming Shores. The showcase provided a unique opportunity to Northern Ontario Mining Supply and Service companies to promote their products and services to a broad domestic and international audience.*

With the support of FedNor, the presence of Northern Ontario businesses and organizations has grown significantly, from 12 exhibitors in 2019 to a showing of 46 exhibitors within the Northern Ontario Mining Showcase pavilion event held in 2023.

## 1.2 Quick Facts

<b>Event Name</b>	<b>2023 Northern Ontario Mining Showcase</b>		
<b>Date</b>	April 30 - May 2, 2023		
<b>Location</b>	Palais des Congres - Montreal		
<b>Pavilion Footprint</b>	46 booths -		
<b>Summary of Annual Growth</b>	<b>YEAR</b>	<b># OF EXHIBITORS</b>	<b>LOCATION</b>
	2019	12	Montreal
	2020	0	No event (Covid-19)
	2021	25	Virtual
	2022	24	Vancouver
	2023	46	Montreal
<b>Profile of 2023 NOMS @ CIM Exhibitors</b>	TOTAL # of NOMS Exhibitors- 46		
	Indigenous (Operated / Focused) - 4		
	Women (Operated / Focused) - 8		
	Under 30 - 1		
	Private Sector - 43		

	Not for Profit - 3
<b>Geographic Breakdown of NOMS 2023 Exhibitors</b>	North East - 43
	North West - 2
	Pan Northern - 1

The goal of the project was to build on the success of the Northern Ontario Mining Showcase at PDAC as well as the pilot event held at CIM in 2019 and subsequent events held in 2021 (virtual) and 2022. The objective of hosting these events has been to provide support to Northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities and networks. The intent being to demonstrate firsthand that collectively Northern Ontario firms have the expertise, capacity and infrastructure to service the requirements of various small and large-scale mining projects. It is also important for prospective clients to understand the compatibility, synergies, and “culture” between the manufacturing/supply sector of Northern Ontario and companies worldwide. This continues to enable businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing exhibitors with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.



## 2.0 ABOUT THE PROJECT

*The project is led by The City of Temiskaming Shores who work with FedNor staff to set the direction of the event and play a direct role in engaging Small and Medium Enterprises and organizations to participate as exhibitors. The City works with its network of partners throughout the north to promote the event prior to and on-site to attract people and companies to the showcase. A third-party event coordinator manages logistics and helps promote the event to prospective exhibitors and attendees.*

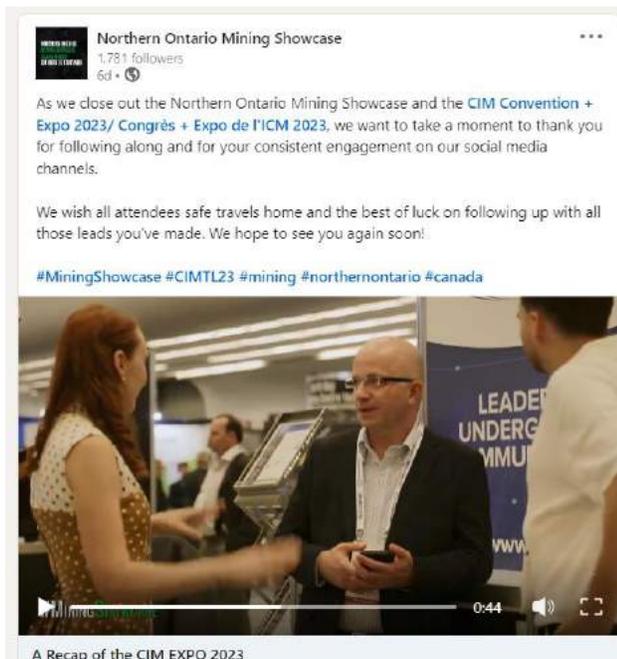
### 2.1 Exhibitors

Exhibitors consist of organizations and companies from Northern Ontario with the emphasis being placed on primarily attracting private sector participants. A list with a description, source community, and website address of participating exhibitors can be found in the NOMS directory (Appendices)



## 2.2 Marketing and Promotion

Various tools and tactics were utilized to promote the event to recruit participants and attract attendees such as direct contact and cold calls, e-mail blasts and posts on social media. Presentations and in-person solicitation/promotion were also undertaken at various industry events and during the quarterly virtual Northern Ontario MSS sector round table meetings. The website [nothernontariomining.com](http://nothernontariomining.com) was also regularly updated with current information and utilized as a promotional tool providing easy 24/7 access to event information for participating exhibitors and interested parties.



In addition to marketing efforts, the coordinator, City, and FedNor staff utilized their networks to get the word out prior to and during PDAC. During the show itself, the event was promoted to PDAC attendees via direct contact, invitation distribution and social media. Participating exhibitors were also provided with a media guide which included invitation templates as well as how-to videos and templates for social media. To promote participants, a bilingual event directory with exhibitor and partner listings as well as the speaker presentation schedule were given to all attendees as well as disseminated by FedNor to participating federal departments at PDAC. Video clips featuring exhibitors were also created and deployed via social media during the event.

## 3.0 SUMMARY OF FINDINGS

### 3.1 Measure and Key Performance Indicators

At the outset of the project, it was determined that the event would be deemed successful based on outcomes related to the following Key Performance Indicators (KPI).

#### Number and type of participants:

An estimated 5,890 people attended the CIM Convention and Expo in 2023. By all accounts, traffic within the pavilion, which was the largest of the Expo, was constant, and provided quality leads to exhibitors.

#### Number of businesses and company reps participating in the NOMS:

Our target number of exhibitors that participated in the showcase was set at a minimum of 40. We were therefore quite pleased to have exceeded our target number of exhibitors for a total of 46. The registration process was three-phased and included a base eligibility assessment, an application to exhibit once deemed eligible, and the actual registration once approved by the review committee. The breakdown of eligible, non-eligible, and approved applicants along with registrations and cancellations is as follows:

2023 NOMS PARTICIPANT BREAKDOWN	
Total Applicants	51
Ineligible Applicants (did not meet base criteria)	2
Applications deemed ineligible after further review	1
Waitlist	0
Decided not to participate post application	2
Finalized Registrations	46
Cancellations	0

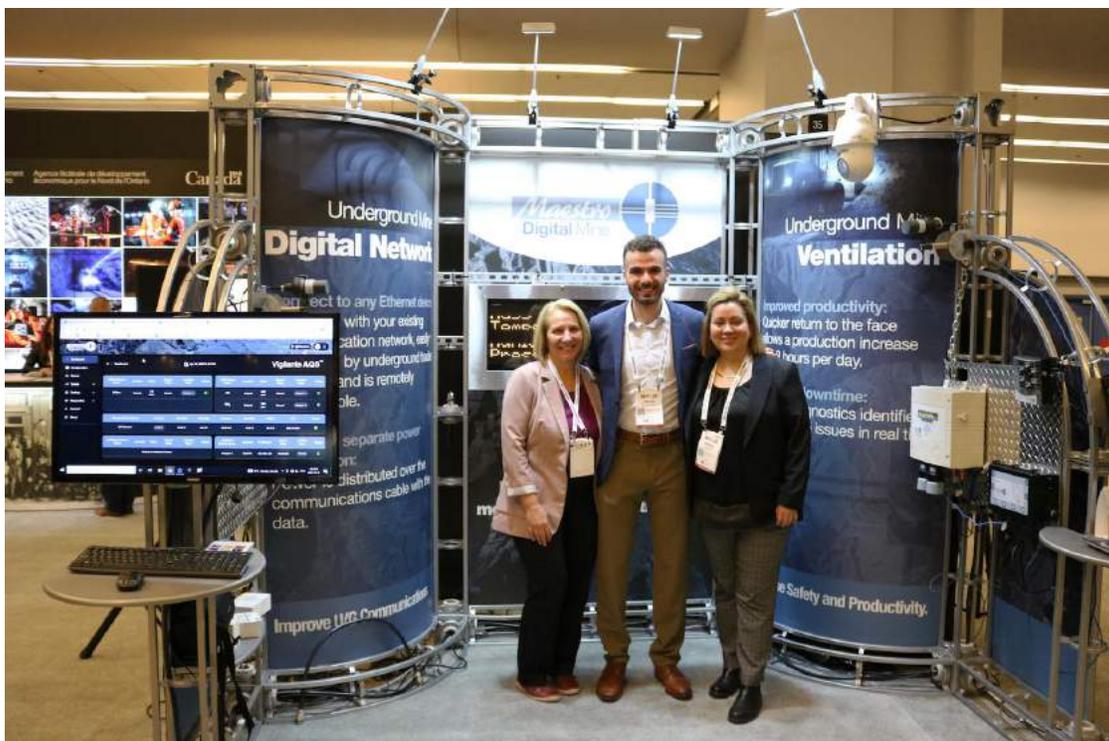
## Number of businesses with increased export readiness:

Efforts are made to communicate with exhibitors at select intervals to evaluate this success factor. To participate in future events companies are obligated to share Return on Investment (ROI) data from previous participation as part of their application. As indicated from survey results provided, 100% of companies generated useful leads and contacts at the 2023 event.

## Ongoing / Long Term

Long term outcomes will be gauged over the coming months and years. All 2023 participants will be surveyed again based on the following KPI when registering for 2024.

- Number of businesses exporting or increasing export sales
- New markets accessed
- Increase in overall sales
- Physical expansion of business
- Number of jobs created and / or maintained
- Number of new partnerships and alliances created
- Number businesses offering, planning to offer or accessing value-added and/or knowledge-based products and services; and
- Number of collaborative projects undertaken and # of stakeholders involved.



## 3.2 Project Benefits & Outcomes

Overall the project has been deemed a success with partners and exhibitors indicating that their participation generated significant contacts and was of value to them. Listed below are the key benefits generated as a result of participating in the showcase:

- Networking with other showcase exhibitors to identify synergies with existing clients
- Networking with showcase visitors and attendees to generate leads and sales
- Networking with community partners to identify potential for partnership projects
- Networking with government representatives to build relationships and learn about programs available for expansion and innovation
- Listing in the CIM Convention program (print and virtual)
- Relationship building with existing clients (exhibitors and attendees)
- Information and learning opportunities provided via speaker series
- Enhanced promotion and awareness generated through social media program



One of the methods utilized to measure the success of the initiative included a post-event survey, the results of which have been summarized in section 3.3 Success Factors. NB: the comments have been transcribed verbatim from the actual survey responses.

### 3.3 Success Factors

The project was deemed a success overall. Surveys were completed by NOMS exhibitors to deem the level of value placed on their respective participation in the Showcase. These surveys include questions regarding value of showcase, quantity of leads and sales generated, likelihood of participating in future programs, types of training required / sought; value of contacts made, potential for business opportunities generated, etc. The results are outlined below:

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

How useful / valuable was this event to your business or organization?	
Extremely useful / valuable	40%
Very useful / valuable	39%
Moderately useful / valuable	19%
Slightly useful / valuable	2%
Not at all useful / valuable	0.00%

Approximately how many quality contacts and potential business leads did you generate as a result of this event?	
1-5 useful leads / contacts	43.2%
6-10 useful leads / contacts	36.3%
11-20 useful leads / contacts	4.5%
21-40 useful leads / contacts	13.6%
41+ useful leads / contacts	02.3%
We did not generate any	0.00%

Do you anticipate an increase in your export activities as a result of your participation in the 2023 Northern Ontario Mining Showcase?	
Yes	64%
No	36%

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

registration fee / cost	91%
pre-fabricated kiosk and graphics	86%
Social media program	66%
exhibitor manual; FAQ; website; and other communications	50%

Are there any additional services or supports you would suggest be provided to exhibitors in the future? (items highlighted in yellow are things we already provide; those in blue are things we have no control over)

Provide coffee/tea

Affordable meals

More interactives spaces if possible

Keep offering the bus

Provide exhibitor manual sooner

Travel / hotel subsidies

Need talks, coffee, drinks etc, to draw in show delegates from the operating mines.

In which of the following events would your company be interested in exhibiting within a grouped pavilion (select all that apply):

CIM 2024 - Vancouver	80%
PDAC 2024	98%
MinExpo 2024 - Las Vegas	59%
Cen Can 2024 - Thunder Bay	50%
Prosperity North West	43%

### 3.3 Key Success Factors

#### Overall Concept

Hosting a Northern Ontario mining exhibit as part of CIM works very well. Having a captive audience provides a source of qualified attendees which ensures value for the exhibitors and partners. This also provides exhibitors and partners with an opportunity to visit the CIM floor and attend client events thereby generating an additional benefit for their participation.

#### Timing (funding/announcement/planning)

Sourcing and securing funding support has become a much quicker process year over year which results in being able to aim for 30 exhibitors in 2024 and to begin promoting the event immediately after the summer holidays. The City of Temiskaming Shores will be submitting a Phase 1 application for funding for 2024, including a budget that reflects the recommendations herein, in order to adhere to a similar schedule.

#### Communications

Communications were key to attracting positive attention. FedNor communication staff members were engaged in the planning process from the outset which resulted in additional media coverage and the inclusion of the NOMS on several tours and partner programs /schedules. The enhanced social media program, which included content in both official languages, was hugely successful and beneficial to exhibitors and the NOMS. The services of a professional digital marketing firm were contracted to capture and post images, video clips, and exhibitor testimonials. This content provided quality material for pre-onsite and post-event marketing efforts. Engaging exhibitors in the process by providing them with a digital marketing plan listing our NOMS-specific handles along with hashtags to include played a significant role in enhancing the NOMS social media presence. The assets developed as part of this program will be used throughout the year for ongoing promotion. The NOMS social media channels are still active and will continue to be used as a means of recruiting exhibitors and showcasing past participants. [Click here for details on the effectiveness of this enhanced social media presence.](#)

#### Venue

Having a well-designed pavilion layout, including the trademark NOMS head frame, backlit graphics, an enhanced video wall, and interesting structures projected the NOMS and our

exhibitors as being very professional and unique. The dedicated information desk manned by FedNor and City staff was also of great value, seeing a steady stream of people inquiring about various funding programs and information regarding opportunities in Northern Ontario. The combination of exhibitor kiosks and newly added interactive booths, along with seating areas was successful in providing a welcoming atmosphere for mixing business and pleasure, thus helping to not only draw people in but also encourage them to stay longer and visit with exhibitors.

### Planning Team & Onsite Support Staff

The planning team plays an instrumental role in ensuring that businesses are aware of the event and provided with the necessary information to participate. In addition, the team members have previous experience in hosting events at PDAC and therefore provide leadership and guidance. They also provide support at the event itself in addition to promoting the pavilion on site.

### Coordination



Contracting the services of an experienced event planner with significant sector knowledge and a large network in Northern Ontario is key to the success of the event. Given the timeline and the fact that planning team members have numerous portfolios and responsibilities, having the support of a coordinator to assist in organizing the event helps to ensure that things are kept on track. Markey Consulting has provided excellent service since the inception of the NOMS in 2014.

### Website

The [northernontariomining.com](http://northernontariomining.com) includes sections geared not only to NOMS exhibitors but also to attendees. The website is an excellent tool for promoting the event and serves as a one-stop location for exhibitors to access information regarding registration and participation. The site highlights past successes and includes an FAQ, downloadable exhibitor manuals from current and previous NOMS events, an image gallery, videos as well as stats and facts about the NOMS. The website also serves to collect information from companies looking to exhibit in future years thus creating a database of potential participants.

## Complementary Events

Events which encouraged networking outside of show hours were very beneficial to the exhibitors. (Note: although these events are not directly FedNor funded, they have a positive impact on the NOMS and are therefore worthy of noting) These included an offsite networking event co-hosted by MineConnect and 48e Nord, to which Northern Ontario Mining Showcase exhibitors were encouraged to invite clients and contacts to attend.

## 4.0 Recommendations

*Every year, the NOMS planning team holds a post-event debrief to identify potential areas for improvement. The following consists of the list of recommendations to consider for future NOMS events.*

With the generous support of FedNor, the City of Temiskaming Shores will once again be hosting the Northern Ontario Mining Showcase at the 2024 CIM Convention and Expo in Vancouver. Based on positive feedback in 2023, we will maintain a similar layout and spacing of exhibitor. To ensure ongoing demand and maintain quality, the target number of participants will be set at a maximum of 30 exhibitors for the Vancouver edition of CIM, focusing primarily on SMEs. The pavilion should also continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period of time.

To ensure the continuing success of the event, below are recommendations for 2024:

- Include a café with coffee service to draw attendees into the pavilion
- Include interactive spaces
- Finalize layout well in advance of event to ensure timely booth allocation and distribution of Exhibitor Manual

Recommended discussion items with CIM:

- Enhanced food services for exhibitors (e.g. sandwich cart)
- Provide the NOMS team with additional info about opportunities such as the student program,
- Provide CIM Convention guide to all exhibitors
- Consider adding a QR code on the back of badges with link to Convention Guide or APP
- Ask that the registered exhibitor list be shared in advance to enable planning

## 5.0 APPENDICES

The following supporting documents can be found [here](#).

- Exhibitor Manual
- Exhibitor Directory
- NOMS Digital Campaign Report
- NOMS 2023 Video and Photo Gallery (*digital version only*)

# Memo

**To:** Mayor and Council  
**From:** James Franks  
**Date:** February 6, 2024  
**Subject:** Rural Economic Development (RED) funding application  
**Attachments:**

Mayor and Council:

The City has an opportunity to apply to the Ontario Ministry of Agriculture, Food & Rural Affairs (OMAFRA) Rural Economic Development (RED) program. Staff met to discuss potential projects, and the one project that was felt to be most beneficial in 2024 was support for the strategic planning process. Unfortunately, this is not an eligible expense through the program.

It was suggested that there is an opportunity for the City to apply in support of programs already included in our Economic Development budget, to offset a portion of the City costs. If we are successful in attaining the funding, then the funds saved by the City could be redirected toward the cost of the strategic planning process.

Some of the projects that we will be applying for are the Workforce Attraction and Immigration Program, Collaborative Marketing & Outreach, and Sector Value Chain Development. Staff have not yet started this application, as the program was only recently released. It is anticipated that the application will be approximately \$90,000 in total costs, with a funding request of approximately \$45,000, which is the maximum of 50% funding through the program.

As such, it is recommended that Council pass a resolution in support of submitting an application to the OMAFRA RED program, to ensure that the application can be submitted by staff by the February 21, 2024 deadline. If we are successful in attaining the funding, a by-law would be brought forward at a future Council meeting to sign the funding agreement.

Prepared by:

*“Original signed by”*

James Franks  
 Economic Development  
 Officer

Reviewed by:

*“Original signed by”*

Shelly Zubyck  
 Director of Corporate  
 Services

Reviewed and submitted for  
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*“Original signed by”*

Amy Vickery  
 City Manager