



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

Agenda

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

a) Municipal Transient Accommodation Tax (MAT)

Purpose: Proposed Implementation of Municipal Transient Accommodation Tax (MAT)

Background: MAT Tax is a tax levied on the purchase of transient accommodation within a municipality. The funds collected through the tax are used to promote tourism and to support tourism-related activities and projects. MAT is governed by Provincial O. Reg. 435/17: Transient Accommodation Tax. The regulation outlines the rules and procedures for the collection and remittance of the tax.

8. Public Works

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 006-2025-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. 006-2025-PW, regarding the Transportation Services Operations update, including the February 2025 Fleet Report, for information purposes.

2. Administrative Report No. PW-002-2025 – Recycling Services for Non-Eligible Sources

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-002-2025;

That Council directs staff to continue to monitor, evaluate and analyze recycling collection and depot operations for non-eligible sources; and

That Council directs staff to prepare a resolution in support of FONOM's request for the province to amend Ontario Regulation 391/21: Blue Box, to ensure producers are responsible for end-of-life management of recycling products from all sources, for consideration at the February 18, 2025 Regular Council meeting.

3. Administrative Report No. PW-003-2025 – Housing-Enabling Water Systems Fund (HEWSF)

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-003-2025; and

That Council hereby delegates authority to the Mayor and Municipal Clerk to enter into a Transfer Payment Agreement with the Province, for the McKelvie Street /Baker Avenue Infrastructure Extension Project, under the Housing-Enabling Water Systems Fund (HEWSF), with a provincial maximum contribution of \$ 7,402,570.00, to be confirmed by By-law at a future Council meeting.

4. Administrative Report No. PW-004-2025 – Free Tipping Fee Voucher

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-004-2025; and

That Council directs staff to continue with the Free Tipping Fee Voucher Program at the New Liskeard Landfill.

5. Administrative Report No. PW-005-2025 – 2025 Spring Tender Extensions

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-005-2025; and

That Council directs staff to prepare the necessary by-laws to amend the following annual service agreements for one-year (2025), at the prices indicated below, for consideration at the February 18, 2025, Regular Council meeting:

By-law No.	Contractor	Purpose	Amount (exclusive of HST)	% Change from 2024
2024-009	Demora Construction	Excavator Rental – Spring Ditching	\$ 15,900.00	No change
2024-010	Midwestern	Roadway Line Painting	\$ 45,900.40	+ 4.0%
2024-011	Miller Paving	Asphalt Patching Services	\$ 394,989.88	+ 1.9%
2024-012	Pollard	Liquid Calcium Chloride	\$ 62,244.00	+ 3.0%
2024-013	Pedersen	Concrete Sidewalk & Curb Repairs	\$ 125,400.00	No change

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 003-2025-RS – Recreation Operations Update – February 2025

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2025-RS, regarding the Recreation Operations Update, for information purposes.

2. Administrative Report No. RS-003-2025 - Farr Park Lighting 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-003-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Maki Construction Ltd. for the installation of 12 LED path lights in Farr Park in the amount of \$54,900.00 plus applicable taxes, for consideration at the February 18, 2025, Regular Council meeting.

3. Administrative Report No. RS-004-2025 – Ball Diamond Fencing 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-004-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with M & G Fencing for the installation of two (2) ball diamond backstops and one (1) outfield fence in the amount of \$57,584.00 plus applicable taxes, for consideration at the February 18, 2025, Regular Council meeting.

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – February 2025

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report, for the period from January 1, 2025 to January 29, 2025, for information purposes.

2. Memo No. 001-2025-PPP – Municipal / MNR Fire Protection Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2025-PPP; and

That Council hereby delegates authority to the Fire Chief to execute the renewal of the Municipal Forest Fire Management Agreement with the Ministry of Natural Resources.

3. Administrative Report No. PPP-004-2025 – Ontario Transfer Payment Agreement – Community Emergency Preparedness Grant

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-004-2025; and

That Council directs staff to prepare the necessary by-law to enter into an Ontario Transfer Payment Agreement, through the Community Emergency Preparedness Grant, between His Majesty the King in right of Ontario and The City of Temiskaming Shores, in the amount of \$20,890.00, for the purchase of wildland firefighting equipment, for consideration at the February 18, 2025, Regular Council Meeting.

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Administrative Report No. CS-002-2025 – Website Redesign & Upgrades

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-002-2025;

That Council directs staff to prepare the necessary By-law to enter into an agreement with GHD Digital Limited for the purchase of a website redesign and upgrades, for a total upset limit of \$45,382.40 plus applicable taxes, for consideration at the February 18, 2025 Regular Council Meeting; and

That Council directs staff to enter into a three (3) year agreement with GHD Digital Limited for the subscription and maintenance of the website at a cost of \$12,349 for the first year, plus applicable taxes and 5 percent annual increase, for consideration at the February 18, 2025 Regular Council Meeting.

2. Administrative Report No. CS-003-2025 – CJTT 104.5 FM Radio Ad Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2025; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year radio contract with CJTT 104.5 FM, for consideration at the February 18, 2025 Regular Council meeting.

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – February 18, 2025 starting at 6:00 p.m.
- b) Committee of the Whole – March 4, 2025 starting at 3:00 p.m.

13. Closed Session

None

14. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

Public Meeting – Municipal Transient Accommodation Tax



Municipal Transient Accommodation Tax (MAT)

Public Meeting - Committee of the Whole

February 4th, 2025

City Hall - Council Chambers - 325 Farr Drive

Public Meeting – Municipal Transient Accommodation Tax



What is MAT Tax?

- A tax imposed on accommodation rentals fewer than 30 days.
- The fee applies to stays at hotels, motels, motor hotels, lodges, inns, resorts, bed and breakfasts, cottages, or other lodging including those sold online.
- This tax is not discretionary.

Public Meeting – Municipal Transient Accommodation Tax



Why MAT?

- MAT is a revenue source that will see visitors help pay for the use of existing facilities, programs and/or services in the City of Temiskaming Shores; lessening the burden on taxpayers.
- MAT revenues could also provide new facilities, programs or services that will benefit both visitors and residents.

Public Meeting – Municipal Transient Accommodation Tax



Under what authority does the accommodation provider have to charge/collect MAT?

- In 2017, the Province of Ontario enacted Bill 127, Stronger, Healthier Ontario Act, providing single and lower tier municipalities the authority to levy a transient accommodations tax or hotel tax.
- The City's Municipal Transient Accommodation Tax By-law will impose the MAT on the purchase of accommodations.

Public Meeting – Municipal Transient Accommodation Tax



How much is MAT?

- The proposed tax rate is five percent (5%), plus HST of the purchase price of the accommodation provided for a continuous period of less than thirty (30) days.

Public Meeting – Municipal Transient Accommodation Tax



Are there exemptions to the Municipal Accommodation Tax?

- Yes – shelters, long term care homes, post secondary accommodations, retirement homes, special care homes, tents or trailer sites.



How is MAT Collected?

- Provider's will be expected to complete a Registration Form and a Revenue Reporting document.
- Payment of the Municipal Accommodation Tax by purchasers of accommodation is mandatory
- The accommodation providers are obligated to remit the MAT to the City. The proposed by-law includes provisions that the City may audit providers to ensure accuracy of Remittance Reports.
- Mechanisms will also be included to refund any amounts which may have been overpaid.



How is MAT Collected? (Continued)

- Should arrears occur, due to accommodation providers failing to collect or remit, the City will utilize the following methods of collection:
 - Collection agencies;
 - Transfer to property tax; and
 - Litigation (contraventions under the By-law would be subject to prosecution or fines under the Provincial Offences Act).



What happens with the funds generated through MAT?

- The legislation requires the Municipality to share a minimum of 50% of the tax net revenue collected from the Municipal Transient Accommodation Tax (MAT), following deduction of reasonable administrative costs, with an Eligible Tourism Entity (ETE).
- An ETE is defined as “a non-profit entity whose mandate includes the promotion of tourism in Ontario or in a municipality”.



What is being proposed for the funds here in Temiskaming Shores?

- 50% of the net amount generated will be provided to the Temiskaming Shores Development Corporation through an established agreement between the City and the Corporation.
- The remaining percentage of the revenue generated stays with the municipality to be used towards tourism and economic development opportunities as per Council's direction, such as marketing, the development of tourism products, programs and services that support growth in the local tourism sector, and increase tourism's economic impact.

Public Meeting – Municipal Transient Accommodation Tax



Next Steps?

- Present Administrative Report and MAT By-law for Council's consideration on February 18, 2025 inclusive of any comments and feedback received.
- Establishment of a MAT Reserve Fund where funds are to be used towards tourism and economic development opportunities.
- Enter into an agreement with the Temiskaming Shores Development Corporation for the disbursement of 50% of funds.
- Register Accommodation Providers by March 31, 2025.
- Begin MAT collection effective May 1, 2025.

Public Meeting – Municipal Transient Accommodation Tax



Questions?

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: February 4, 2025
Subject: Transportation Department Update
Attachments: Fleet Report – February 2025

Mayor and Council:

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

Transportation Operations

1. Full Winter Schedule – 24 /7 coverage
 - a. Continue to provide snow removal service.

Fleet

1. Regular Meetings
2. Please see attached Fleet Report

Transit

1. Transit Committee next meeting scheduling ongoing – likely late February.

Ongoing Capital Projects

Roads

- **Street Light Projects** – Five (5) large ‘decorative’ poles to be installed in 2025 once delivered.
- **2025 Roads Program** – Working with staff on prioritization of Roads and Asset Management
- **Engineering Services - Haileybury** – Preliminary RFP stage
- **Golf Course Road** – Discussion with NORDS and Engineering Consultant.

Fleet

- **Loader with attachment** – Successful purchase of Loader with attachments, with the delegation of authority. Purchased a Used John Deere 624K Loader with EDF Plow and Wing. Complete unit includes Loader, Wing and Plow, Bucket, Quick Couplers, Forks and Winter/Summer Tires. All in the cost was just under \$300,000. A net capital savings close to \$200,000.

Transit

- **Transit Buses** are in production. Timeline is still end of Q1 2025.

Prepared by:

“Original signed by”

Mitch McCrank, CET
Manager of Transportation Services

Fleet Report

February 2025



Commercial Motor Vehicle Inspections

February

Public Works

Unit 35-24 – Kenworth T-880 Tri-Axle Dump Truck

Annual safety scheduled for **February 24, 2025** at New Liskeard Kenworth

This vehicle is returning to our local dealership for its first safety since purchase

Fire Services

Unit 09-08 – Dymond GMC Rescue Van

Unit 11-03 – Dymond International Pumper

Transit

Unit 501-20 – Alexander Dennis 35' transit

Recreation

Unit 08-17 – Ford F550 2-ton dump

Fleet Updates

19-25 – 2025 Chevrolet Silverado WT was put into service January 9th and transferred to Jeremie Latour

10-18 – 2018 Chevrolet Silverado 2500HD – Unit converted back into a regular pick-up truck and was transferred to the concrete crew

09-23 – 2023 Chevrolet Silverado WT transferred from Jeremie Latour to Fleet Services

51-18 – 2018 John Deere loader/wing arrived January 31, 2025, and is awaiting outfitting by fleet services. This work is tentatively scheduled for week of February 3rd.



14-25 – 2025 Chevrolet Silverado WT - **Fire Services**. Truck has arrived and is being outfitted by fleet services when time permits.



As of January 30, 2025 three additional pick-up trucks have arrived at the dealer are awaiting outfitting.

Fleet Retirements

Unit 18-16 – 2016 Chevrolet Silverado WT (Public Works) **Retired January**

Unit 04-17 – 2017 Chevrolet Silverado WT (Recreation) **Retired January**

Unit 17-16 – 2016 Chevrolet Silverado WT (Public Works) **Mid-February**

Unit 19-16 – 2016 Chevrolet Silverado WT (Public Works) **Mid-February**

Equipment salvageable from retiring equipment has been saved and installed on new vehicles

- *Radio Equipment \$1,800.00 savings per vehicle*
- *Truck Cap – Recreation cap – Removed and possibly transferred to new vehicle.*

February Large Repairs

Unit 250-22

2022 RPM Tech 220 Snowblower

- Snowblower floated to Toromont Capatillar in Lively, ON on January 9, 2025 after multiple days of their field technician attempting to repair the unit on-site.
- On January 27, 2025 we were given this update.

We have extensively troubleshot this regen system in this snow blower and have also had CAT involved as well and don't have a definitive answer at the moment but all results are leading us to the CEM (Clean Emissions Module) possibly being plugged internally. This could be possible from the missing regen wire.

- As of January 30, 2025 we have had no response from Toromont CAT regarding updates.

Unit 23-14

2014 International 7400 Series Tandem Snowplow

- Vehicle is consuming an excessive amount of coolant
- Vehicle is showing no signs of coolant leaks
- Fleet services scheduled to investigate Tuesday, February 4th weather permitting
- Possible EGR cooler or head in the air compressor

Unit 03-17

2017 International Rescue

- Truck mounted awning suffered damaged during Remembrance Day ceremonies in Haileybury and was removed from the vehicle for safety reasons.
- Multiple companies contacted for parts, both new and/or used and nothing was available for this unit
- New awning \$3,599.95 from Earlton RV – Save \$375.00 in shipping if added to spring order

Large Fleet Purchases

➤ Brooms

- City fleet includes the following sweeper units:
 - Loader Brooms (2)
 - Trackless Brooms (2)
 - Freightliner Sweeper Truck (1)
- Staff will be gathering pricing on brooms in-order to have brooms ordered and delivered prior to Spring

➤ Plow Blades

- Wing Blades, grader Blades, and plow accessories are on order and expected to arrive the 1st week of February.

Transit Fleet

Unit No.	Known Issues	Comments
500-20	Stone Chip, Broken passenger window	Waiting on Parts
501-20	None	
502-15	None	
503-15	Fails to start, No Heat	Currently Investigating Starting Issue
504-19	None	

- Communications between Fleet Services and Voyago have been going well
- Delay in parts from NFI are continuing. Non-stocked parts at NFI are roughly 90-days lead time
- Common wear parts are now stocked at our facility to limit down-time
- Staff spending excessive amount of time researching and sourcing parts from other suppliers

January Repairs

501-20 - blown power steering hose. Unit repaired by Pioneer Diesel.

501-20 – no heat from Thermoking unit. Module replaced

501-20 – tires replaced

502-15 – air tank rotten – New tank ordered through tank manufacturer in the United Kingdom

500-20 – Fuel Pedal Replacement

502-15 – Fuel Pedal Replacement

Subject: Recycling Services – Non-eligible Sources

Report No.: PW-002-2025

Agenda Date: February 4, 2025

Attachments

Appendix 01: E-mail Communication – FONOM Resolution

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-002-2025;
2. That Council directs staff to continue to monitor, evaluate and analyze recycling collection and depot operations for non-eligible sources; and
3. That Council directs staff to prepare a resolution in support of FONOM's request for the province to amend Ontario Regulation 391/21: Blue Box, to ensure producers are responsible for end-of-life management of recycling products from all sources, for consideration at the February 18, 2025 Regular Council meeting.

Background

On January 1, 2025, the City transitioned the curbside blue box program to the new Extended Producer Responsibility (EPR) program. This program is managed by Circular Material Ontario (CMO), a not-for-profit organization.

Under the *Blue Box Regulation O.Reg 391/21*, there are eligible sources that will receive blue box collection and non-eligible sources that do not qualify for collection.

Eligible sources include single-family homes, seasonal dwellings, multi-unit residential buildings, public and private elementary and secondary schools, specified retirement and long-term care homes, and specified public spaces.

Non-eligible sources include industrial or commercial properties, Business Improvement Areas (BIAs), not-for-profit organizations, municipal buildings or facilities, daycares, places of worship, campgrounds and trailer parks (without permanent or seasonal households) and commercial farms.

There are approximately 200 non-eligible source locations that are part of the current curbside blue box program. Although these non-eligible sources are not part of the new EPR program, CMO has indicated that they will allow non-eligible sources recycling material to continue being collected with eligible source material during the transition

period until December 31, 2025. After that time, non-eligible properties will need to make private arrangements for the disposal of their recycling.

At the Committee of the Whole Meeting on December 3, 2024, Council was presented with Administrative Report No. PW-031-2024 resulting in the following resolution:

Resolution No. 2024-426

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-031-2024;

That Council agrees to provide payment to GFL Environmental Inc. for the collection and processing of recyclables from non-eligible properties that are currently receiving curbside collection during the transition period from January 1, 2025 until December 31, 2025;

That Council agrees to recover the costs related to the collection and processing of recyclables from non-eligible properties, at a rate of \$28 per bin per month through the property taxation process, effective February 1, 2025 until December 31, 2025; and

That Council directs staff to finalize negotiations with GFL Environmental Inc. (GFL) and prepare the necessary by-law to provide the collection/processing services, for consideration at the December 17, 2024, Regular Council Meeting.

Carried

Communication material was shared with non-eligible source establishments that were part of the curbside collection program, informing them of the above and providing these establishments with an option of opting out of the program.

In addition, at the Regular Council Meeting on December 17, 2024, Council was presented with Administrative Report No. PW-032-2024 outlining the importance of ensuring a convenience depot continues to operate within the City, providing a location for residents to bring their excess recycling material.

Within the report, it was identified that through negotiations, Circular Material Ontario (CMO) would compensate the City for the operation of one convenience depot located at the New Liskeard Landfill, with a 25 percent compensation deduction as it relates to non-eligible source users of the depot. This resulted in the following recommendation:

Resolution No. 2024-447

Moved by: Councillor Wilson

Seconded by: Councillor Dawson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-032-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Circular Materials Ontario (CMO), for compensation related to the operation of the recycling convenience depot at the New Liskeard Landfill, for consideration at the December 17, 2024 Regular Council Meeting.

Carried

Communication material was provided through the City's social media platforms and the City's Community Bulletin, identifying that the depot currently located at the Spoke Transfer Station on Barr Drive will be closed and relocated to the New Liskeard Landfill effective February 1, 2025.

Analysis

Since communication materials have been released, staff addressed many questions and concerns. Currently, 12 establishments have opted out of the recycling collection program and one (1) establishment reduced the number of bins to be collected. In addition, staff personally reached out to known depot users to discuss the operation changes. Some of the non-eligible source depot users have engaged a private contractor to provide recycling collection services.

In early January, staff were notified that the cost to process non-eligible recycling is \$200/MT. For information purposes, staff reached out to Phippen Waste Management for costs associated with the operation of a non-eligible source depot within the City. A quotation of \$28/bin/month for curbside collection was received, and staff compiled data to understand the overall costs of non-eligible recycling collection. These costs are summarized in the table below.

Non-eligible Recycling Collection	Monthly Cost	Annual Cost
Curbside (313 bins @ \$28/bin/month)	\$ 8,764.00	\$ 105,168.00
Depot	\$ 7,411.00	\$ 88,932.00
Total Annual Cost		\$ 194,100.00

Given the projected costs, staff recommends continued monitoring, evaluating and analysing of the program due to potential impact on landfill collections.

Staff have learned of positive communication with various municipal representatives and the Ministry of Environment Conservation and Parks (MECP), regarding amending the Blue Box Regulation to include collection requirements for non-eligible sources.

To support the non-eligible source establishments and to continue with positive momentum, communication with the Ministry needs to continue through potential delegations at various conferences and support of amending the regulation through Council resolution.

Appendix 01 outlines the most recent communication from the Federation of Northern Ontario Municipalities (FONOM) requesting support to amend the regulation through Council resolution. It is recommended that Council direct staff to prepare a resolution in support of FONOM's request for the province to amend Ontario Regulation 391/21: Blue Box, so that producers are responsible for the end-of-life management of recycling products from all sources, for consideration at the Regular Council Meeting on February, 18, 2025.

Relevant Policy / Legislation / City By-Law

- [Ontario Regulation 391/21 – Blue Box](#)

Consultation / Communication

- Consultation with the Senior Management Team
- Administrative Report PW-031-2024
- Administrative Report PW-032-2024
- Various Communications with Non-Eligible Source Establishments

Financial / Staffing Implications

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

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

Climate Considerations

There are no related climate implications.

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

Sandra Lee
City Manager

From: FONOM Office/ Bureau de FONOM

Sent: Thursday, January 23, 2025 8:00 AM

Subject: Resolution for Consideration - Expanding EPR to the ICI sector

Good morning

Please share this email with your Mayor, Council and Senior Management

The BlueBox and recycling are essential to many of your citizens. In Northeastern Ontario, municipalities will transition to Full Extended Producer Responsibility (EPR) for the household BlueBox program over the next few years. EPR will be important for the Province of Ontario, as producers/stewards will soon create a sustainable circulatory economy for the paper, packaging and products a household recycles.

Producers/Stewards are not responsible for products purchased within the Industrial, Commercial, and Institutional (ICI) sectors. Products recycled at home are disposed of by an ICI-funded program or landfilled.

All municipalities are concerned with the lifespan of landfills, and FONOM believes it is important that the Province and the Producers/Stewards start discussing the transition to a producer-funded EPR system for the recyclables generated by the ICI Sector.

We ask your council to consider supporting the draft resolution below.

I am happy to answer any questions you may have.

WHEREAS under Ontario Regulation 391/21: Blue Box, producers are fully accountable and financially responsible for their products and packaging once they reach their end of life and are disposed of, for 'eligible' sources only;

AND WHEREAS 'ineligible' sources which producers are not responsible for including businesses, places of worship, daycares, campgrounds, public-facing and internal areas of municipal-owned buildings and not-for-profit organizations, such as shelters and food banks;

AND WHEREAS should a municipality continue to provide services to the 'ineligible' sources, the municipality will be required to oversee the collection, transportation, and processing of the recycling, assuming 100% of the costs;

AND WHEREAS these costs will further burden the municipalities' finances and potentially take resources away from vital infrastructure projects;

THEREFORE BE IT RESOLVED THAT the Council of the _____ hereby request that the province amend Ontario Regulation 391/21: Blue Box so that producers are responsible for the end-of-life management of recycling products from all sources;

AND FURTHER THAT this resolution be forwarded to the Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks, **Your Local MPP**, AMO, ROMA and FONOM

Email addresses for those included in the further;

minister.mecp@ontario.ca; Your Local MPP, amo@amo.on.ca; pwolfbeiss@amo.on.ca; fonom.info@gmail.com

Talk soon, Mac.

Mac Bain
Executive Director
The Federation of Northern Ontario Municipalities
665 Oak Street East, Unit 306
North Bay, ON, P1B 9E5
Ph. 705-498-9510

Subject: Housing-Enabling Water Systems Fund (HEWSF)

Report No.: PW-003-2025

Agenda Date: February 4, 2025

Attachments

Appendix 01: Message from the Minister of Infrastructure

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-003-2025; and
2. That Council hereby delegates authority to the Mayor and Municipal Clerk to enter into a Transfer Payment Agreement with the province for the McKelvie St./Baker Ave. Infrastructure Extension Project under the Housing-Enabling Water Systems Fund (HEWSF) with a provincial maximum contribution of \$ 7,402,570.00, to be confirmed by By-law at a future Council meeting.

Background

In late 2023, the provincial government announced that they would be investing \$200 million over three years to help municipalities repair, rehabilitate and expand critical drinking water, wastewater, and stormwater infrastructure. The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program that supports growing communities by helping municipalities build critical water infrastructure and bringing the province one step closer to the government's goal to build at least 1.5 million homes by 2031.

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

At the Regular Council Meeting held on March 5, 2024, Administrative report No. PW-008-2024 was presented to Council which resulted in Council providing direction to staff to submit a funding application to the HEWSF for the McKelvie St./Baker Ave. Infrastructure Extension Project.

It was also outlined in the report that the 27% municipal responsibility could potentially be funded through the Building Faster Fund, Ontario Community Infrastructure Fund and/or development agreements.

The funding application was submitted prior to the deadline of April 19, 2024, with a total project cost amount of \$10,140,507.50.

At the 2024 Ontario Goods Roads Association Conference, a delegation was accepted with the Ministry of Infrastructure in where the city requested serious consideration for the above noted application.

On August 7, 2024, staff received notification from the Ministry of Infrastructure that following an evidence-based provincial review process, the project was not approved for funding. Staff requested feedback from the Ministry as to why the project was not approved.

Due to high demand for funding, Ontario announced an additional \$250 million for a second round of applications. This second intake opened on August 14, 2024, and was only available to municipalities that were either unsuccessful or did not apply during the first round.

On November 18, 2024, staff submitted a revised application for the second intake of the HEWSF based on the feedback from the Ministry. The application was for the same project with the same total project cost amount of \$10,140,507.50.

At the 2025 Rural Ontario Municipal Association Conference, a delegation was accepted with the Ministry of Infrastructure where the City requested serious consideration for the second intake application to the HEWSF.

Analysis

On January 27, 2025, staff were extremely pleased to receive a message from the Minister of Infrastructure informing that the McKelvie St./Baker Ave. Infrastructure Extension Project was approved with a maximum provincial contribution of \$7,402,570.00, which is 73% of the total project cost amount of \$10,140,507.50. The Ministry also released a [Backgrounder](#) announcing support for this project, along with 22 other water infrastructure projects across the province.

Prior to the first submission of the HEWSF application, staff received a verbal commitment from the developer that, through a development agreement, they would cover the 27% municipal financial contribution, to a maximum of \$ 2,737,937.00, should the funding application be successful. This will result in zero cost to the City to have the McKelvie St./Baker Ave. Infrastructure Extension Project completed. This commitment from the developer was recently confirmed by staff.

Within the HEWSF guidelines, eligible applicants may combine other federal and municipal funding, including development charges revenue, to fund the 27% municipal contribution.

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

It is staff's recommendation that Council delegates authority to the Mayor and Municipal Clerk to enter into a Transfer Payment Agreement with the province for the McKelvie St./Baker Ave. Infrastructure Extension Project under the HEWSF with a provincial maximum contribution of \$ 7,402,570.00. The completed TPA will be presented to Council at a future Regular Council meeting for confirmation by By-law.

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

Schedule	Activity
February/March, 2025	Enter into a Transfer Payment Agreement (TPA) with the province
April/May, 2025	Enter into an engineering agreement for finalizing design, construction tender document preparation, and contract administration
July 2025	Release of construction tender and enter into a development agreement with the developer
August 2025	Award of construction tender
Fall 2025/Winter 2026	Extension of Baker Ave. to Peters Rd. (must be completed first to allow for ingress/egress during McKelvie St. construction)
Spring/Summer/Fall 2026	McKelvie St. construction

Spring/Summer 2027	Complete construction project with the placement of curb and asphalt.
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Appendix 01 outlines the message from the Minister of Infrastructure.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Asset Management Plan (2024)
- Administrative report No. PW-008-2024

Consultation / Communication

- 2024 OGRA Conference – Delegation with Ministry of Infrastructure
- 2025 ROMA Conference – Delegation with Ministry of Infrastructure
- Communication/Consultation with the Senior Management Team
- Various Meetings with FPT Holdings Ltd. and EXP

Financial / Staffing Implications

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

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

Financial/staffing implications are limited to normal administrative duties. As indicated above, by entering into a development agreement with the developer, there will be zero cost to the city for the completion of this project.

Climate Considerations

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

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

Sandra Lee
City Manager

From: Minister of Infrastructure <Minister.MOI@ontario.ca>

Sent: Monday, January 27, 2025 3:20 PM

To: Steve Burnett <sburnett@temiskamingshores.ca>

Cc: Stephanie Leveille <sleveille@temiskamingshores.ca>; Housing Enabling Water Systems Fund (MOI) <HEWS@ontario.ca>

Subject: A Message from the Minister of Infrastructure

Some people who received this message don't often get email from minister.moi@ontario.ca.
[Learn why this is important](#)

Steve Burnett

Manager of Enviro Services

The City of Temiskaming Shores

sburnett@temiskamingshores.ca

Dear Steve Burnett,

Project Title: McKelvie St./Baker Ave. Infrastructure Extension

Case Number: 2024-08-1-2986957959

No. of New Housing Units Enabled: 237

I am pleased to inform you that the Ministry of Infrastructure has approved the above noted project, which was submitted under the Housing-Enabling Water Systems Fund (HEWSF) – Intake II.

The province will contribute a maximum of \$7,402,570 towards the total eligible costs of this project. Your organization is responsible for the municipal contribution of the project as well as any additional costs incurred over the course of the project.

The funding is conditional upon:

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

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

This funding decision is confidential and may not be shared in any public forums or communicated to the media until after the province releases the information publicly through a news release and backgrounder on Monday, January 27, 2025.

Kindly acknowledge receipt of this letter and confirm the accuracy of the project details outlined above (i.e., number of new housing units enabled) and send your response to HEWS@ontario.ca by January 29, 2025.

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

Please note that the province reserves the right to change the terms and conditions of, or cancel, the HEWSF II program on short notice.

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

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

Sincerely,

The Honourable Kinga Surma

Minister of Infrastructure

c. sleveille@temiskamingshores.ca

HEWS@Ontario.ca

Steve Burnett

Manager of Enviro Services

Cité de Temiskaming Shores

sburnett@temiskamingshores.ca

Bonjour,

Titre du projet: McKelvie St./Baker Ave. Infrastructure Extension

Numéro de dossier: 2024-08-1-2986957959

Nombre de nouvelles habitations visées: 237

J'ai le plaisir de vous informer que le ministère de l'Infrastructure a approuvé le projet susmentionné, ayant été soumis dans le cadre de la deuxième période de demandes du Fonds pour les réseaux d'eau visant la construction de logements (FRECL).

La province fournira un montant maximal de 7,402,570\$ pour le total des coûts admissibles du projet. Votre organisme est responsable de la contribution municipale, ainsi que de tous les autres frais encourus dans le cadre du projet.

Le financement de la province est conditionnel aux points suivants :

3. La conclusion d'une entente de paiement de transfert exhaustive avec la province.
4. Le respect de toutes les conditions décrites dans l'entente de paiement de transfert, y compris « l'obligation de consulter » provinciale et les évaluations environnementales obligatoires, s'il y a lieu.

Veillez noter que les travaux de construction ou de préparation du chantier ne peuvent pas commencer avant que le gouvernement provincial ait fourni un avis indiquant que les exigences de « l'obligation de consulter » provinciale sont satisfaites. Les frais admissibles à un remboursement doivent avoir été engagés le 1^{er} avril 2023 ou après. Toutes les dépenses liées à des contrats avec des fournisseurs tiers avant cette date ne sont pas admissibles.

La présente décision de financement est confidentielle et ne doit pas être communiquée aux médias ni sur des forums publics avant que la province n'en fasse l'annonce officielle au moyen d'un communiqué de presse et d'un document d'information le lundi 27 janvier 2025.

Veillez accuser réception de la présente lettre et confirmer l'exactitude des détails du projet indiqué ci-dessus (c'est-à-dire le nombre de nouvelles habitations visées); envoyez votre réponse à l'adresse HEWS@ontario.ca au plus tard le 29 janvier 2025.

Au cours des prochaines semaines, le personnel du ministère transmettra à votre organisme une communication détaillée contenant les conditions du financement. Il continuera également de répondre à vos questions et de vous fournir d'autres renseignements, au besoin.

Veillez noter que la province se réserve le droit de changer les conditions ou d'annuler la deuxième période de soumission des demandes au FRECL à court préavis.

Si vous avez des questions, veuillez écrire à l'adresse HEWS@ontario.ca.

Nous avons hâte de collaborer avec votre organisme pour mettre en œuvre cette importante priorité d'infrastructure locale visant à favoriser la croissance et les possibilités de logements dans les diverses collectivités de l'Ontario.

Je vous prie d'accepter mes salutations distinguées,

L'honorable Kinga Surma

Ministre de l'Infrastructure

c. sleveille@temiskamingshores.ca

HEWS@Ontario.ca

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

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

Subject: Free Tipping Fee Voucher Program **Report No.:** PW-004-2025
Agenda Date: February 4, 2025

Attachments

Appendix 01: N/A

Recommendation:

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-004-2025; and
2. That Council directs staff to continue with the Free Tipping Fee Voucher Program at the New Liskeard Landfill.

Background

Since 2011, the City offered residents an Amnesty Program at the Haileybury Landfill. This program offered 2-weeks per year where residents could deposit waste at no cost, up to a maximum of 2 cubic yards per week.

With the closing of the Haileybury Landfill and the opening of the New Liskeard Landfill in October 2023, the new operations of a scale system to quantify the waste are not conducive to operating such a program. Each visitor to the landfill must cross the scale upon entry to weigh in and weigh out when leaving. With the increased traffic volume seen during the amnesty weeks, the program would be ineffective.

At the Committee of the Whole Meeting held on March 5, 2024, Administrative Report PW-010-2024 was presented to Council, resulting in the approval of a Free Tipping Fee Voucher Program for Temiskaming Shores residents. Under the program, each residential property owner is entitled to obtain two vouchers per year at City Hall by providing proof of residency and/or property ownership. Each voucher is valid for the deposit of up to 2 cubic yards of waste for free at the New Liskeard Landfill. The vouchers can be utilized at any time throughout the year.

Analysis

Staff maintained a spreadsheet to identify what property the vouchers were issued and how many vouchers were utilized at the landfill in 2024.

Climate Considerations

There are no direct impacts to climate.

Alternatives

Council may consider not to offer any free tipping at the New Liskeard Landfill.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Sandra Lee
City Manager

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 administer 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 a qualified contractor 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

As per each agreement, *“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 interest of the City.”*

Extension terms are summarized below:

Spring Ditching:

Demora Construction Services Inc. has provided services and rental equipment to the City on several occasions and have demonstrated the ability to successfully complete this work as intended. The price will remain the same for the 2025 season.

Line Painting:

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. They are committed to assisting the City in updating our lines to make traffic flow with ease. Staff and Midwestern have negotiated a 4% increase to their fees mainly due to paint inflation and transportation costs.

Bidder	2024 Tender Amount (excl. tax)	Adjusted 2025 Amount (excl. tax)
Midwestern Line Striping	\$44,135.00	\$45,900.40

Asphalt Patching:

Miller Paving Limited has successfully completed this work in Temiskaming Shores for many years with the assistance of Demora Construction. They have demonstrated the ability and expertise to successfully complete this work as intended. They continue to be a valuable asset for Temiskaming Shores. Staff have negotiated a 1.9% increase to the fees.

Bidder	Year	Unit Cost 50 mm Thickness	Unit Cost 90 mm Thickness
Miller Paving Limited	2024	\$63.00	\$113.50
	2025	\$64.20	\$115.66

Liquid Calcium:

Bidder	Year	Unit Price (L)
Pollard Distribution	2024	.3875
	2025	.399

Pollard have successfully provided this service to the City for many years. They continue to provide service for the South Temiskaming area. In communication with the South Temiskaming group, it is recommended to continue with their service at a negotiated increase of 3%.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Sandra Lee
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

Being a by-law to amend By-law No. 2024-009, 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 (One-Year Extension)

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

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

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

Whereas Council considered Administrative Report No. PW-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; and

Whereas Council considered Administrative Report No. PW-005-2025 at the February 4, 2025, Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-Law No. 2024-009, being an agreement with Demora Construction Services Inc. for the Rental of an Excavator for Spring Ditching within the City of Temiskaming Shores, to permit a one (1) year extension, for \$15,900.00 plus applicable taxes, for consideration at the February 18, 2025 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2024-009, be amended by deleting Article I (c) and replacing it with the following:

Article I

c) Complete, as certified by the Manager of Transportation Services, all the work by **May 31, 2025**.

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 18th day of February, 2025.

Mayor

Clerk

DRAFT

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

Being a by-law to amend By-law No. 2024-010, to enter into an agreement with Midwestern Line Striping Ltd. for the provision of Roadway Centre and Edge Line Painting Services (One-Year Extension)

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

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

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

Whereas Council considered Administrative Report No. PW-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, for consideration at the February 20, 2024 Regular Council meeting.

Whereas Council considered Administrative Report No. PW-005-2025 at the February 4, 2025, Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-Law No. 2024-010, being an agreement with Midwestern Line Striping Ltd. for the provision of Roadway Centre and Edge Line Painting Services, to permit a one (1) year extension, for \$45,900.40 plus applicable taxes, for consideration at the February 18, 2025 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2024-010, be amended by deleting Article I (c) and replacing it with the following:

Article I

c) Complete, as certified by the Manager of Transportation Services, all the work by **June 30, 2025**.

2. That Schedule "A" to By-law No. 2024-010, be further amended by deleting Article II (a) and replacing it with the following:

Article II

The Owner will:

Pay the Contractor in lawful money of Canada for the material and services aforesaid **forty-five thousand nine-hundred dollars and forty cents (\$45,900.40) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18th day of February 2025.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

Being a by-law to amend By-law No. 2024-011 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 (One-Year Extension)

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

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

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

Whereas Council considered Administrative Report No. PW-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; and

Whereas Council considered Administrative Report No. PW-005-2025 at the February 4, 2025, Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-Law No. 2024-011, being 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, to permit a one (1) year extension, at an upset limit of \$394,989.88 for consideration at the February 18, 2025 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2024-011, be amended by deleting Article I (c) and replacing it with the following:

Article I

c) Complete, as certified by the Manager of Transportation Services, all the work by **December 31, 2025**.

2. That Schedule "A" to By-law No. 2024-011, be further amended by deleting Article II (a) and replacing it with the following:

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 **\$64.20 per square meter for 50 mm thickness and \$115.66 per square meter for 90 mm thickness** plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18th day of February, 2025.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

Being a by-law to amend By-law No. 2025-012 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 (one-year extension)

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

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

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

Whereas Council considered Administrative Report No. PW-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;

Whereas Council considered Administrative Report No. PW-005-2025 at the February 4, 2025, Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-Law No. 2024-012, being an agreement with Pollard Distribution Inc. for the supply, delivery and application of Liquid Calcium Chloride in the City of Temiskaming Shores, to permit a one (1) year extension, in the amount of \$62,244.00, plus applicable taxes, for consideration at the February 18, 2025 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2024-012, be amended by deleting Article I (c) and replacing it with the following:

Article I

c) Complete, as certified by the Manager of Transportation Services, all the work within the earliest possible time frame in 2025, weather permitting.

2. That Schedule "A" to By-law No. 2024-012, be further amended by deleting Article II (a) and replacing it with the following:

Article II

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Sixty-Two Thousand, Two-Hundred and Forty-Four Dollars and Fifty Cents (\$62,244.50), plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18th day of February, 2025.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

Being a by-law to amend By-law No. 2024-013 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 (one-year extension)

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

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

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

Whereas Council considered Administrative Report No. PW-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; and

Whereas Council considered Administrative Report No. PW-005-2025 at the February 4, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-Law No. 2024-013, being 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, to permit a one (1) year extension, in the amount of \$ 125,400.00, plus applicable taxes, for consideration at the February 18, 2025 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2024-013, be amended by deleting Article I (c) and replacing it with the following:

Article I

- c) Complete, as certified by the Manager of Transportation Services, all the work by **October 31, 2025.**

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 18th day of February, 2025.

Mayor

Clerk

DRAFT

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: February 4, 2025
Subject: Recreation Operations Update (February)
Attachments:

Mayor and Council:

Below is the monthly operational update from the Recreation department:

Parks and Facilities:

- Staff replaced a broken sheet of ice surface glass near the penalty box area at the DSMA. Two more replacement sheets of that size have been ordered. Staff installed two new board advertisements at the DSMA. The Electric Olympia recently required service as the vertical auger bushing had to be replaced. A technician from Resurface completed the work, with assistance from Recreation staff. The Olympia from the outdoor rink was temporarily utilized while the new machine was repaired.
- The outdoor rink season is in full operation, and we've had some ideal weather in January, providing excellent ice conditions.
- Staff have been busy with daily winter maintenance at the bus shelters and city buildings.
- Dan Ethier recently completed the Joint Health and Safety 3-day online training course and has now officially joined the Joint Health and Safety Committee

Building Maintenance:

- Maintenance was completed on the boiler system at the SHSMA. A thermostat was replaced, and water lines had to be purged on the boiler system. This took place in the Art Studio/Open Studio Space.
- Staff replaced an electric baseboard heater at the Shaver Park warming shack and repaired the exterior doors of the Dymond outdoor rink building.
- Staff recently investigated heating issues at the community hall. A faulty switch on a circulation pump was discovered, causing certain zones in the building to be without heat. The switch was replaced, correcting the problem.

- During the cold weather the week of January 20th, there were multiple heating related issues took place. A replacement electric heater had to be installed in the Niven Street Reservoir and an electric heater in the McCamus Well building had to be repaired. There were issues with two of the four rooftop units at City Hall and a furnace replacement at the Haileybury Medical Center had to be expedited. All issues have been resolved.
- Staff recently cleaned and replaced filters as needed in the HRV units at the Haileybury Fire Department as well as the Haileybury Dental/Medical Office building. Filters were also replaced on the heating units in the other municipal facilities.
- Pedersen Construction completed repairs to the concrete stairs going up to the slide at the Pool and Fitness Centre (PFC) on January 28th.

Programming:

Aquatics

- Staff in-service training completed in January included parent and tot programming and leadership development. Staff qualifications were rechecked, and paper copies are now kept at the facility. We are working through leadership examiner training for select staff members to allow for them to deliver more leadership courses.
- Staff completed some maintenance of the PFC slide in preparation for the annual TSSA inspection. The inspection was completed with the only item of note being the concrete stairs. Repairs were already scheduled and have now been completed.
- The City hosted an Autism Ontario swim which was a new booking for us. We will also host the regional Cadets training group for a swim in February.
- Updates to the City's Aquatic policy manual are ongoing and staff reviewed the new changes to the Ontario Pool Regulations which was recently updated.

All Age Friendly

- An Age Friendly Business survey is planned to be completed and shared with local businesses in the new year with the help of BIA and the Chamber of Commerce. The survey is currently being translated and will be shared through email and hard copies.
- Staff are in the process of updating the Community Resources for Older Adults guide in both French and English.
- Regular All Age Friendly Programming continues as usual

Administration:

- Procurements for the Haileybury Tennis Court resurfacing, Farr Park pathway lighting, ball diamond fencing and Green Fleet pathway have been released, and some have been awarded. The SHSMA exit stair replacement and EV Charger installation procurements will be released next.
- Ice time scheduling is progressing, and a user's meeting will be scheduled in February once all the requests have been reviewed and placed on the new schedule. To streamline operations, we are providing icetime allocations from April 2025 to April 2026.
- A table of grants for the Recreation Department has been drafted. It includes grants that we've been awarded, are awaiting funding decisions for and are working on applications for. It is included at the end of this report.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Sandra Lee
City Manager



Figure 1 - City staff had to repair a broken pane of glass at the DSMA. Each pane costs approximately \$800 if standard size.



Figure 2 – Dymond Outdoor Rink (Jan 26, 2025). Both outdoor rinks have seen lots of usage so far since opening.

Recreation Department Grants			
Funder	Program	Project	Status
Federation of Canadian Municipalities	Decarbonization Pathways	Decarbonization Pathway for 14 Municipal Buildings	Funding Approved – Project ongoing
Province of Ontario	Seniors Active Living Centres	All Age Friendly Program Expansion	Funding Approved – 2025-2026 program budget to be submitted
NOHFC	Enhance Your Community	Parks Upgrade	Funding Approved. Project underway
Frog's Breath Foundation	Sept. 2024 Disbursement	Dymond B Outfield Fence	Funding Approved – RFQ Completed
Federation of Canadian Municipalities	Green Fleet Planning	Green Fleet Pathway Report	Funding Approved – RFP released
Province of Ontario	EV ChargeOn	New Liskeard EV Charger	Funding Approved – Finalizing RFP requirements
Province of Ontario	Community Sport and Recreation Infrastructure Fund	DSMA Roof Replacement	Awaiting funding decision
Ontario Trillium Foundation	Grow Grant	Youth Programming Expansion	Awaiting funding decision
Government of Canada	Active Transportation Fund	Georgina St STATO Extension	Funding application to be submitted by February 26, 2025
Ontario Trillium Foundation	Capital Grant	TBD	Funding application to be submitted by March 6, 2025
Frog's Breath Foundation	March 2025 Disbursement	TBD	Funding application to be submitted by March 30, 2025

Subject: Farr Park Lighting RFQ Award

Report No.: RS-003-2025

Agenda Date: February 4, 2025

Attachments

Appendix 01: RS-RFQ-001-2025 – Submission Summary

Appendix 02: Maki Construction Ltd. Bid Submission (Draft By-law)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-003-2025; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Maki Construction Ltd. for the installation of 12 LED path lights in Farr Park in the amount of \$54,900.00 plus applicable taxes, for consideration at the February 18, 2025, Regular Council meeting.

Background

Farr Park in Haileybury is a regional destination park in the south end of the City that includes various paved pathways including a section of the STATO Trail. Installation of LED path lights within the park is a part of the City's Parks Refurbishment project funded by the Northern Ontario Heritage Fund Corporation. There are no existing path lights in the park and the City has been receiving requests from the public to provide some illumination on this connection between Haileybury and North Cobalt.

City staff released RS-RFQ-001-2025, Farr Park Lighting on December 20, 2024. The RFT was placed on the City's website and Biddingo with a deadline for submissions of January 28, 2025. The RFT received two bids from qualified contractors.

Analysis

Two submissions were received in response to RS-RFT-001-2025 by the closing date of January 28, 2025, at 2:00 p.m.

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

Arenes Construction Ltd.	\$ 71,750.00
Maki Construction Ltd.	\$ 54,900.00

The submissions were reviewed for completeness and required elements by City staff. Maki Construction's submission met all the requirements of the RFQ, including the provision of appropriate LED path light fixtures. They have not been awarded any City projects in the past, but are an experienced contractor that have completed various public sector projects around Northern Ontario.

Staff are recommending that this RFQ be awarded to Maki Construction Ltd. at a lump sum price of \$54,900.00 plus non-refundable HST, at the February 18, 2025, Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- 2025 Recreation Services Capital Budget
- [By-Law No. 2017-015, Procurement Policy](#)
- [By-Law No. 2020-088, Recreation Master Plan](#)

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 2025 Capital Budget as part of the Recreation Park Upgrades project. The portion of that project allocated to the Pathway lighting is \$50,500. The remaining funds will be covered by the project's contingency amount. Recreation Park Upgrades project is partially funded by the Northern Ontario Heritage Fund Corporation.

Climate Considerations

After review with the City's Climate Lens, this project is expected to have a positive effect on CO2 emissions when compared to baseline alternatives. It is expected to have no effect on temperature or precipitation adaptation.

Alternatives

Council could direct staff to reissue or cancel the RFQ. Should Council choose this option it is likely the City would miss key deadlines within its obligations to the NOHFC.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Sandra Lee
City Manager

Document Title: **RS-RFQ-001-2025 – Farr Park Lighting**

Closing Date: **Tuesday, January 28, 2025**

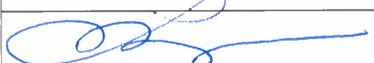
Closing Time: **2:00 p.m.**

Department: **Recreation**

Opening Time: **2:45 p.m.**

Attendees via teleconference: **Microsoft Teams**

City of Temiskaming Shores:

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

Others (teleconference):

N/A		

Submission Pricing

Bidder: **Arenes Construction Ltd.**

Description	Price (\$) Exclusive of HST
Supply and installation of 12 LED path lights at Farr Park as per the Scope of Work	\$ 71,750.00

Bidder: **Make Construction Ltd.**

Description	Price (\$) Exclusive of HST
Supply and installation of 12 LED path lights at Farr Park as per the Scope of Work	\$ 54,900.00

Bidder:

Description	Price (\$) Exclusive of HST
Supply and installation of 12 LED path lights at Farr Park as per the Scope of Work	\$

Bidder:

Description	Price (\$) Exclusive of HST
Supply and installation of 12 LED path lights at Farr Park as per the Scope of Work	\$

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

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

**Being a by-law to enter into an agreement with Toronto Court
Equipment for tennis court resurfacing services at the Haileybury
Tennis Courts**

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-003-2025 at the February 4, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Maki Construction Ltd. for the installation of 12 LED path lights in Farr Park, in the amount of \$54,900.00 plus applicable taxes, for consideration at the February 18, 2025, Regular Council meeting.

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

1. That Council authorizes entering into an agreement with Maki Construction Ltd. for the installation of 12 LED path lights in Farr Park in the amount of \$54,900.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18st day of February, 2025.

Mayor

Clerk



Schedule “A” to

By-law 2025-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Maki Construction Ltd.

for the installation of 12 LED path lights in Farr Park

This agreement made this 18th day of February, 2025.

Between:

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

And

1763995 Ontario LTD Maki Construction Ltd.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**The Corporation of the City of Temiskaming Shores
Farr Park Lighting
Request for Quotation No. RS-RFQ-001-2025**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement; and
- c) Complete, as certified by the Director of Recreation Services, all the work by **June 30, 2025.**
- 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 **Fifty-Four Thousand, Nine-Hundred dollars and zero cents (\$54,900.00) 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:

Maki Construction Ltd.
3335 Bancroft Drive
Sudbury ON P3B 4J7

The Owner:

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

The Director of Recreation Services:

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

Remainder of 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)

1763995 Ontario LTD Maki Construction Ltd.

John Maki, President

Municipal Seal)

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2025-000

Form of Agreement

**City of Temiskaming Shores
RS-RFQ-001-2025
Farr Park Lighting
Form of Quotation**

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and email, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

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

Supply and installation of 12 LED path lights at Farr Park as per the Scope of Work (exclusive of HST)	\$ 54,900.00 +HST .00
Estimated Completion Date (Must be completed by 2025-06-30):	2025-06-27
I have included the manufacturer's specification sheet of the proposed items to be installed in my bid submission:	Yes <input checked="" type="checkbox"/>

Acknowledgement of Addenda

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

Company Name: 1763995 Ontario LTD Maki Construction Ltd

Mailing Address: 3335 Bancroft Drive Sudbury ON

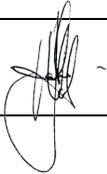
Postal Code: P3B 4J7

Telephone: 705 688 6711

Email: admin@makiconstructionltdcom

Bidder's Authorized Official: John Maki

Title: President

Authorizing Signature: 

Date: January 28th, 2025

Contact name (if different from authorizing official): Caroline Brazeau, Sr PJM

Contact's email: admin@makiconstructionltdcom

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFQ-001-2025
Farr Park Lighting**

Non-Collusion Affidavit

I/ We 1763995 Ontario LTD Maki Construction Ltd the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

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

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

The price or prices 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.

Date: January 28th, 2025

Bidder's Authorized Official: John Maki

Title: President

Company Name: 1763995 Ontario LTD Maki Construction Ltd

Authorizing Signature: 

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFQ-001-2025
Farr Park Lighting**

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

Date: January 28th, 2025

Bidder's Authorized Official: John Maki

Title: President

Company Name: 1763995 Ontario LTD Maki Construction Ltd

Authorizing Signature: 

Form 3 to be submitted.

Subject: Ball Diamond Fencing RFQ Award **Report No.:** RS-004-2025
Agenda Date: February 4, 2025

Attachments

Appendix 01: RS-RFQ-002-2025 – Submission Summary
Appendix 02: M & G Fencing Bid Submission (Draft By-law)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-004-2025; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with M & G Fencing, for the installation of two ball diamond backstops and one outfield fence in the amount of \$57,584.00 plus applicable taxes, for consideration at the February 18, 2025, Regular Council meeting.

Background

The ball diamond backstops on New Liskeard North diamond and on New Liskeard Centre ball diamond were identified as priority replacements as part of the 2025 Capital budget. Both backstops are well past the end of their useful life and pose safety hazards to the many users of these two facilities. The Dymond B ball diamond is used extensively by the City's Rural Youth SloPitch league in the summer months. Currently, the City installs a temporary fence each summer to facilitate safe play. As part of a funding application with the Isaac Walker-Dupont Foundation, the City received a grant from the Frog's Breath Foundation to install a new, permanent outfield fence on this ball diamond.

City staff released RS-RFQ-002-2025, Ball Diamond Fencing on December 20, 2024. The RFT was placed on the City's website and Biddingo with a deadline for submissions of January 28, 2025. The RFT received four bids from qualified contractors.

Document Title: **RS-RFQ-002-2025 – Ball Diamond Fencing**

Closing Date: **Tuesday, January 28, 2025**

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

Department: **Recreation**

Opening Time: **3:00 p.m.**

Attendees via teleconference: **Microsoft Teams**

City of Temiskaming Shores:

Logan Belanger Municipal Clerk 	Kelly Conlin, Deputy Clerk 	Mathew Bahm, Director of Recreation 
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Others (teleconference):

DAVE, ARENES ^{CONST.} 	MA, Pierre 	
CUNT, PEDERSEN 		

Submission Pricing

Bidder: **TOPS CONTRACTING SERVICES INC.**

Description	Price (\$) Exclusive of HST
Lump sum price for completion of all work at Dymond Sports Park	\$ 49,120. ⁰⁰
Lump sum price for completion of all work at Algonquin Beach Park	\$ 81,620. ⁰⁰
Total (exclusive of HST):	\$ 130,740. ⁰⁰

Bidder: **PEDERSEN CONSTRUCTION 2013 INC.**

Description	Price (\$) Exclusive of HST
Lump sum price for completion of all work at Dymond Sports Park	\$ 32,000. ⁰⁰
Lump sum price for completion of all work at Algonquin Beach Park	\$ 78,000. ⁰⁰
Total (exclusive of HST):	\$ 110,000. ⁰⁰

Bidder: **ARENES CONSTRUCTION INC.**

Description	Price (\$) Exclusive of HST
Lump sum price for completion of all work at Dymond Sports Park	\$ 45,000. ⁰⁰
Lump sum price for completion of all work at Algonquin Beach Park	\$ 103,000. ⁰⁰
Total (exclusive of HST):	\$ 148,000. ⁰⁰

Bidder: M & G FENCING

Description	Price (\$) Exclusive of HST
Lump sum price for completion of all work at Dymond Sports Park	\$ 24,460.00.
Lump sum price for completion of all work at Algonquin Beach Park	\$ 33,124.00.
Total (exclusive of HST):	\$ 57,584.00.

Bidder:

Description	Price (\$) Exclusive of HST
Lump sum price for completion of all work at Dymond Sports Park	\$
Lump sum price for completion of all work at Algonquin Beach Park	\$
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. 2025-000

Being a by-law to enter into an agreement with M & G Fencing, for the installation of two ball diamond backstops and one outfield fence

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

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

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

Whereas Council considered Administrative Report No. RS-004-2025 at the February 18, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with M & G Fencing, for the installation of two ball diamond backstops and one outfield fence in the amount of \$57,584.00 plus applicable taxes, for consideration at the February 18, 2025, Regular Council meeting, Regular Council meeting.

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

1. That Council authorizes entering into an agreement with M & G Fencing, for the installation of two ball diamond backstops and one outfield fence in the amount of \$57,584.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18st day of February, 2025.

Mayor

Clerk



Schedule “A” to

By-law 2025-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

M & G Fencing Inc.

for the installation of two ball diamond backstops and one outfield fence

This agreement made this 18th day of February, 2025.

Between:

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

And

M & G Fencing 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
Ball Diamond Fencing
Request for Quotation No. RS-RFQ-002-2025**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement; and
- c) Complete, as certified by the Director of Recreation Services, all the work by **June 30, 2025.**
- 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 **Fifty-Seven Thousand, Five-Hundred and Eighty-Four dollars and zero cents (\$57,584.00) 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:

M & G Fencing Inc.
P.O. Box 935, 826 Bruno Street
Azilda, Ontario P0M 1B0

The Owner:

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

The Director of Recreation Services:

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

Remainder of 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

M & G Fencing Inc.

Pierre Lapensee, Estimator/ Project Manager

Municipal Seal

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2025-000

Form of Agreement



Dymond
Haileybury
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores
Request for Quotation
RS-RFQ-002-2025
Ball Diamond Fencing

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

1. Objective

This Request for Quotation (RFQ) is to solicit quotations from qualified contractors for the supply and installation of chain-link fencing at various ball diamonds within the City of Temiskaming Shores.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,630, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

The City of Temiskaming Shores is seeking to enhance recreational facilities across multiple sites to support local athletes. This project focuses on the installation and improvement of fencing infrastructure at two locations: Dymond Sports Park in Dymond and Algonquin Beach Park in New Liskeard. These upgrades aim to improve safety, functionality, and overall user experience for athletes, spectators, and park visitors.

The scope of work involves the supply, installation, and removal of chain link fencing and backstops to meet modern standards for baseball facilities. The project includes a variety of tasks such as precise site preparation, underground locates, cleanup, and landscaping to ensure high-quality installations that blend seamlessly with existing park environments.

At Dymond Sports Park, new commercial-grade chain link fencing will be installed to delineate the Dymond B ball field, with specialized foul poles integrated into the design. At Algonquin Beach Park, existing baseball backstops will be removed and replaced with modern, galvanized backstops to enhance safety and durability. These installations will ensure the parks meet the needs of both recreational users and organized sports leagues.

The project aligns with the City's commitment to fostering active lifestyles and providing well-maintained recreational facilities for residents and visitors. The successful bidder will ensure all work is completed to the specifications outlined in the RFQ by June 30, 2025.

3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFQ and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Quotation;** means this Request for Quotation (RFQ) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFQ submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

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

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

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

Subject Line: RS-RFQ-002-2025 "Ball Diamond Fencing"

Addressed to: Logan Belanger, Clerk

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

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

The closing date for the submission of Quotations will be at **2:00 p.m. local time on Tuesday January 28, 2025.**

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

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

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

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

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

5. Questions

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

Mathew Bahm

Director of Recreation
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4106
Email: mbahm@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Quotation before presenting the submission. Questions relating to this Quotation must be received by **Monday January 20, 2025, 2:00 p.m. local time.**

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

6. RFQ Schedule

The RFQ process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Release of RFQ:	December 20, 2024
Deadline for Submitting Questions:	January 20, 2025

Deadline for Responding to Questions:	January 21, 2025
RFP Proposal Submission deadline:	January 28, 2025
Final Selection and Notification:	February 19, 2025 (Estimated)
Last day for completion of work:	June 30, 2025

7. Scope of Work

There are three locations for fence installations, all within the City of Temiskaming Shores.

1. Dymond Field B - Dymond Sports Park (400 Laurette St, Dymond)
2. New Liskeard North Diamond – Algonquin Beach Park (499 White’s Dr, New Liskeard)
3. New Liskeard Centre Diamond – Algonquin Beach Park (499 White’s Dr, New Liskeard)

For all locations:

- Contractor will be responsible for all underground locates (both Ontario One Call and private locates around work locations) prior to commencement of work.
- Contractor will be responsible for any cleanup and landscaping required during and after installation.
- City staff will pre-mark exact locations for the fence installations in collaboration with winning bidder.
- City staff will remove existing signage and fence guard on fencing to be removed.
- All work locations are accessible by construction equipment

Dymond Sports Park (400 Laurette St, Dymond)

- **Supply and install** 440ft (134m) length of 6ft. (1.8m) high galvanized commercial (9 gauge) chain link fencing consisting of a 2-inch (50.8mm) mesh size, including top rail and bottom wire on Dymond B ball field on Laurette Street at the Dymond Sports Park.
- Main posts to be installed in concrete at a minimum depth of 3.5ft (1.07m). Line posts to be installed without concrete, to a minimum depth of 4ft (1.22m) with a maximum span of 10 feet (3.05m) between posts. Main posts to be 2-7/8” (73.0mm) O.D galvanized pipe. Line posts to be 1 7/8” (48.3mm) O.D. galvanized pipe.
- Two posts shall be placed specifically to act as “foul poles” for use during baseball games. These specific poles shall extend beyond the height of the 6ft fence to a total height of 16ft above the ground. These poles shall be installed with concrete to the same specifications as main posts.
- See attached diagram (Appendix 01) for installation dimensions and location at Dymond Sports Park.
- Installation must be completed by June 30, 2025.

Algonquin Beach Park (499 White’s Dr, New Liskeard)

New Liskeard North Diamond

- Remove and dispose of existing baseball backstop of approximately 42ft (12.8m) length of 13ft (4.0m) tall, galvanized fencing and canopy overhang each. Backfill with material provided by City of Temiskaming Shores.
- **Supply and install** 50ft (15.2m) length of 12ft (3.7m) high galvanized commercial (9 gauge) chain link fencing consisting of a 2-inch (50.8mm) mesh size, including top rail, bottom rail and an additional canopy overhang of 6ft (1.83m) in length at a 45-degree angle from vertical post. New baseball backstop to be installed in a 20ft-10ft-20ft configuration, marked by the City of Temiskaming Shores.
- All vertical end posts to be a minimum 3-1/2" (89.0mm) O.D. galvanized pipe. All other vertical posts to be a minimum of 2-3/8" (60mm) O.D. galvanized pipe. All horizontal rails to be a minimum of 1-5/8" (41mm) O.D. galvanized pipe
- All posts to be installed in concrete at a minimum depth of 4ft (1.2m) with a maximum span of 10 feet (3.05m) between posts.
- See Appendix 02 for photos and diagrams of proposed installation.
- Installation must be completed by June 30, 2025.

Algonquin Beach Park (499 White's Dr, New Liskeard)

New Liskeard Center Diamond

- Remove and dispose of existing baseball backstop of approximately 52ft (15.8m) in length and 13ft (4.0m) in height. Additional attached fence sections of approximately 10ft (3.0m) length by 8ft (2.4m) in height to be removed and disposed as well. Backstop is made from chain-link fencing with canopy overhang. Backfill with material provided by City of Temiskaming Shores.
- **Supply and install** 50ft (16.5m) length of 12ft (3.7m) high galvanized commercial (9 gauge) chain link fencing consisting of a 2-inch (50.8mm) mesh size, including top rail, bottom rail and an additional canopy overhang of 6ft (1.8m) in length at a 45-degree angle from vertical post. New baseball backstop to be installed in a 10ft-20ft-10ft configuration, marked by the City of Temiskaming Shores.
- Two wing sections of 8ft (2.4m) tall, 12ft (3.7m) in length, chain link fencing to be installed on each end of the new backstop to match layout of existing.
- All vertical end posts to be a minimum 3-1/2" (89.0mm) O.D. galvanized pipe. All other vertical posts to be a minimum of 2-3/8" (60mm) O.D. galvanized pipe. All horizontal rails to be a minimum of 1-5/8" (41mm) O.D. galvanized pipe
- All posts on backstop to be installed in concrete at a minimum depth of 4ft (1.22m) with a maximum span of 10 feet (3.05m) between posts. A line post will be required to be installed within each new wing section.
- See Appendix 02 for photos and diagrams of proposed installation.
- Installation must be completed by June 30, 2025.

8. Project Authority (Modify as required)

The Project Authority for issuance of the RFQ is the Director of Recreation for the City of Temiskaming Shores, reporting to the City Manager.

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

9. Quotation Evaluation

Quotations that comply with the terms, conditions and specifications as outlined in the Quotation will be evaluated on the basis of;

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

10. Any or all Quotations Exceed Approved Budget

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

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

11. Goods, Materials and Equipment Suitable for Use

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

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

12. Amendments

The City at its discretion reserves the right to revise this RFQ up to the final date for the deadline for receipt of Quotations. The City will issue changes to the RFQ Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFQ Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing

date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

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

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

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

13. Quotation Withdrawal or Amendment

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

14. Right to Accept or Reject Submissions

The submission of a quotation does not obligate the City to accept any quotation or to proceed further with the retention of services. The City may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all quotations for any reason or to cancel the RFQ without any obligation whatsoever to Proponents.

The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the quoted price. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the City's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in these General Terms and Conditions.

15. Solicitation

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

16. Independent Contractor Status of Proponent; Declaration of Conflicts

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

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

17. Insurance (from the Successful Proponent only)

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

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

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

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer

notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

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

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

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

19. AODA Compliance

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

20. Freedom of Information

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

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

21. Nature of Request for Quotation

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

22. Preparation of Quotations

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

23. Agreement

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

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

24. Payment

The normal payment term offered by the City is net 30 days, upon satisfactory completion. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City.

25. Ownership of Materials

All accepted work and products, including drawings, reports or other materials delivered to the City by the Proponent shall become the property of the City.

26. Performance

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

27. Failure to Complete the Work

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this quotation, to the satisfaction of the City, shall be just cause for the cancellation of the contract award. The City shall then have the right to award this contract to any other Proponent or to re-issue the Quotation.

28. Indemnification

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

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

29. Unenforceable Provisions

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

30. Errors & Omissions

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

**City of Temiskaming Shores
RS-RFQ-002-2025
Ball Diamond Fencing**

Form of Quotation

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Quotation. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus, and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

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

Lump sum price for completion of all work at Dymond Sports Park	\$ 24,460 .00
Lump sum price for completion of all work at Algonquin Beach Park	\$ 33,124 .00
Total (exclusive of HST):	\$ 57,584 .00

Estimated Mobilization Date:	2025-06-02
Estimated Completion Date (Must be completed by 2025-06-30):	2025-06-14

Acknowledgement of Addenda

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

Company Name: M & G Fencing

Mailing Address: 826 Bruno st Azilda On

Postal Code: P0M 1B0

Telephone: 705-983-4411

Email:

Estimating@mgfencing.ca

Bidder's Authorized Official:

Pierre Lapensee

Title:

Estimator

Authorizing Signature:



Date:

January 21st, 2025

Contact name (if different
from authorizing official):

Danielle Perras

Contact's email:

Danielle@mgfencing.ca

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFQ-002-2025
Ball Diamond Fencing**

Non-Collusion Affidavit

I/We M & G Fencing 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.

Date: January 21st, 2025

Bidder's Authorized Official: Pierre Lapensee

Title: Estimator

Company Name: M & G Fencing

Authorizing Signature: 

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFQ-002-2025
Ball Diamond Fencing**

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

Date: January 21st, 2025

Bidder's Authorized Official: Pierre Lapensee

Title: Estimator

Company Name: M & G Fencing

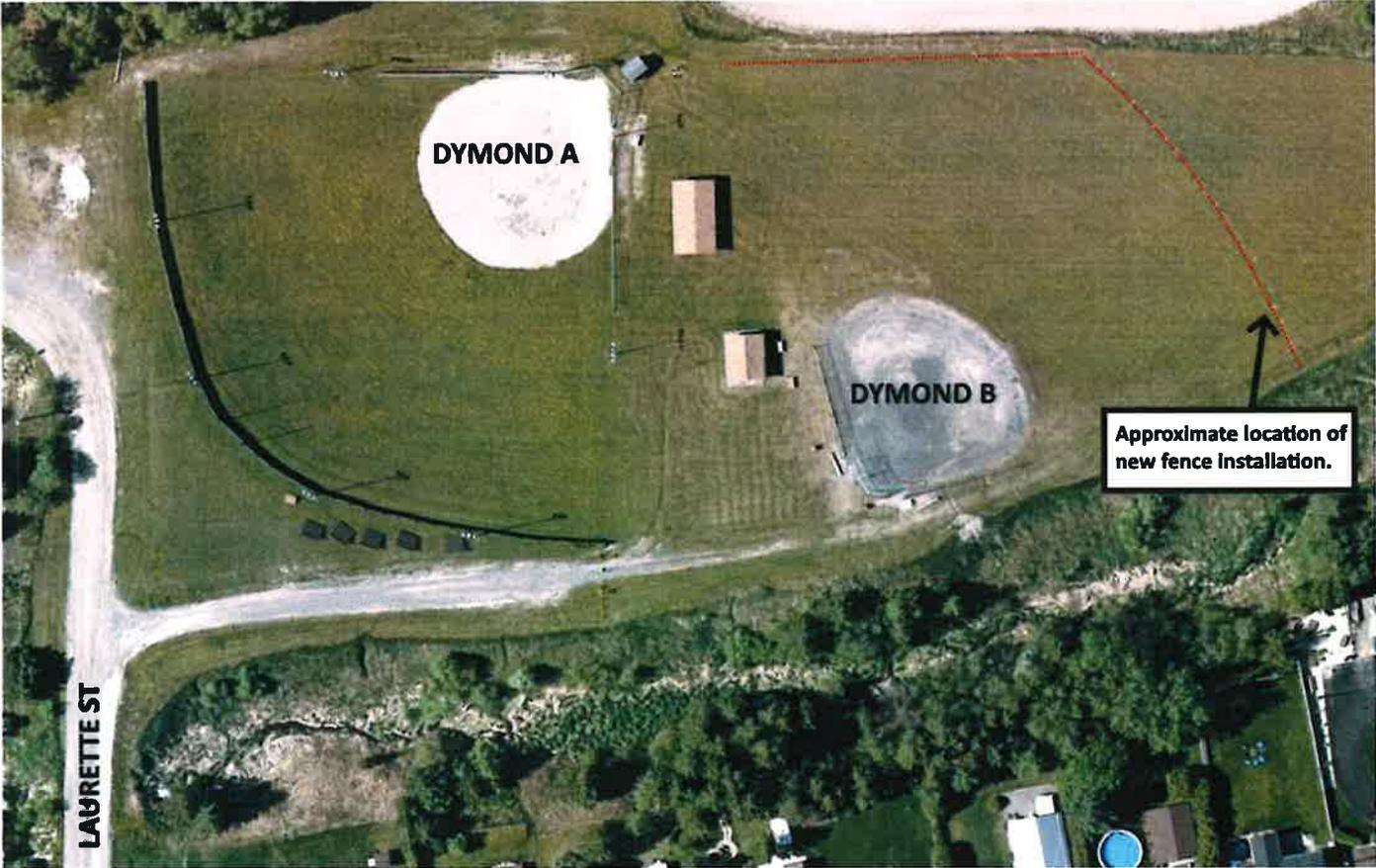
Authorizing Signature: 

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFQ-002-2025
Ball Diamond Fencing**

Appendix 01:

Dymond Sports Park



**City of Temiskaming Shores
RS-RFQ-002-2025
Ball Diamond Fencing**

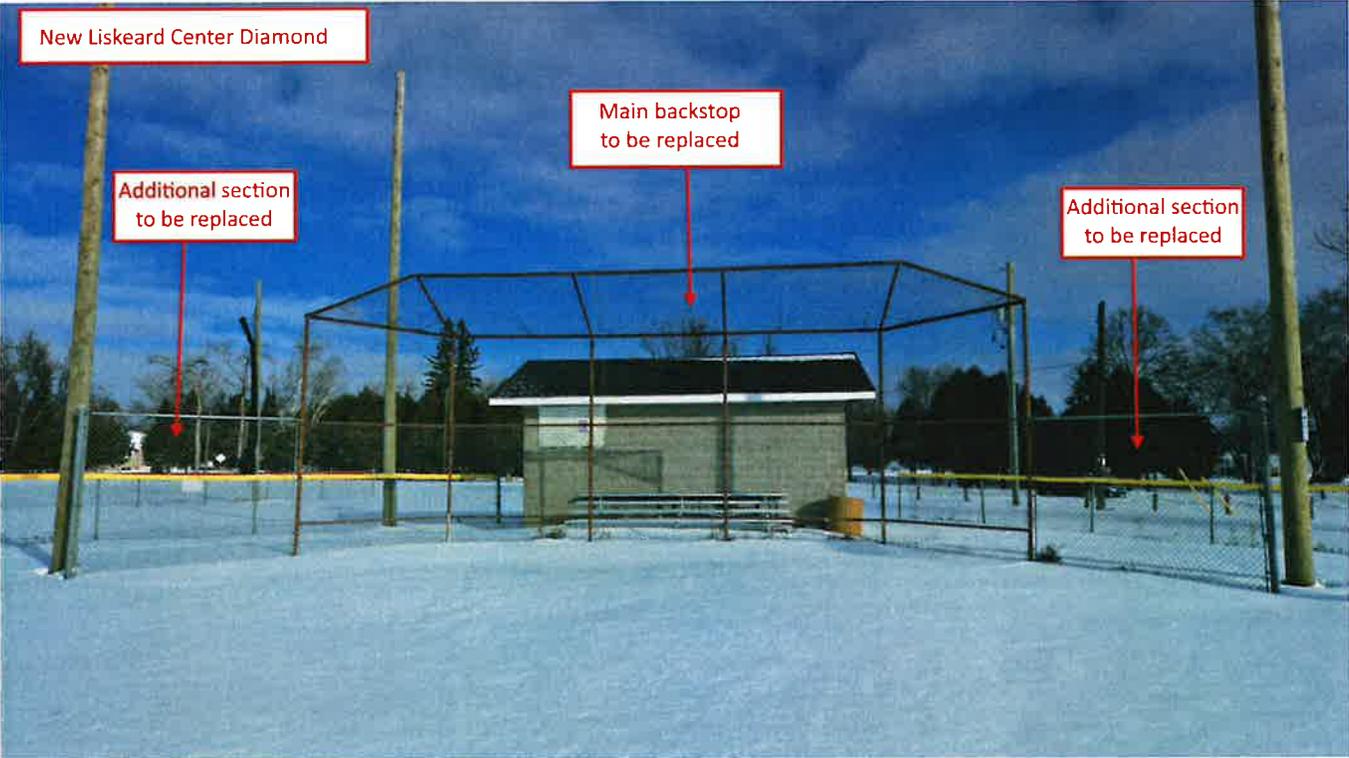
Appendix 02:

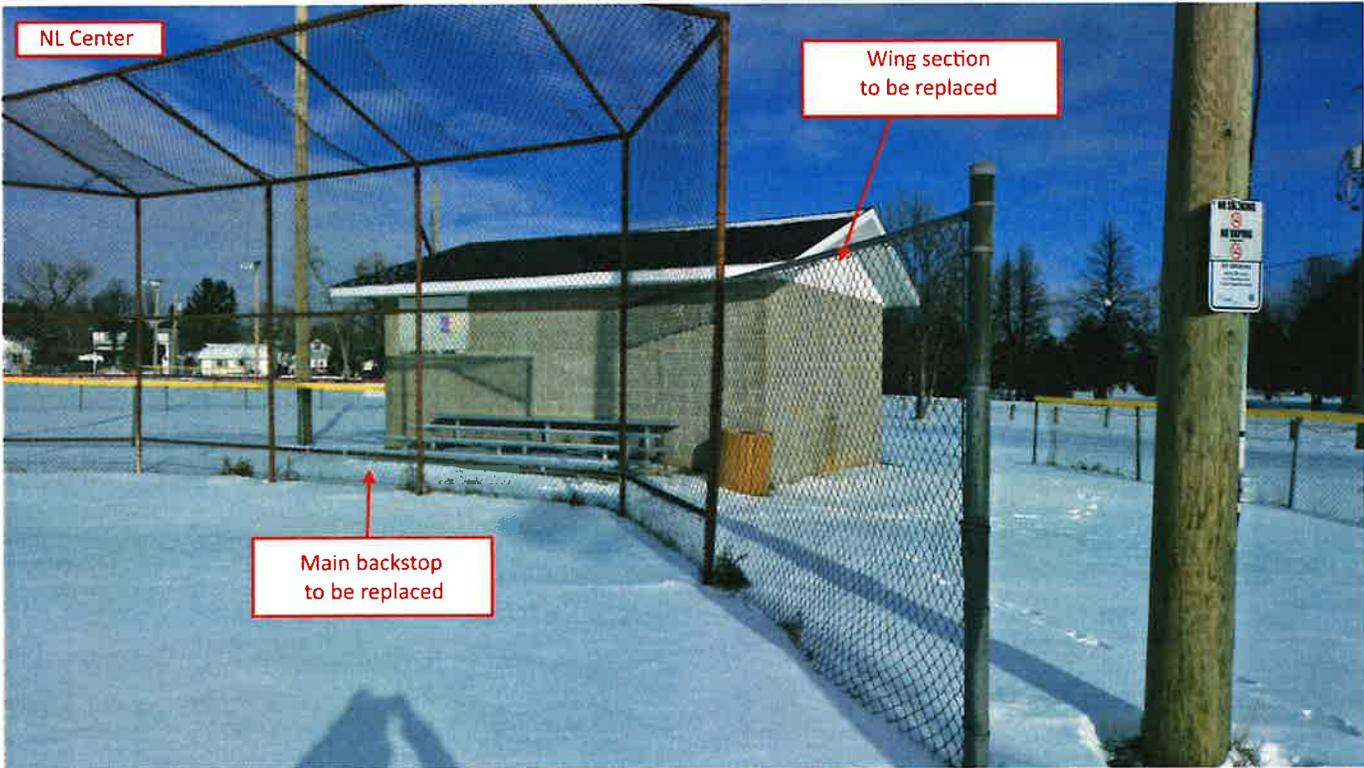
Algonquin Beach Park

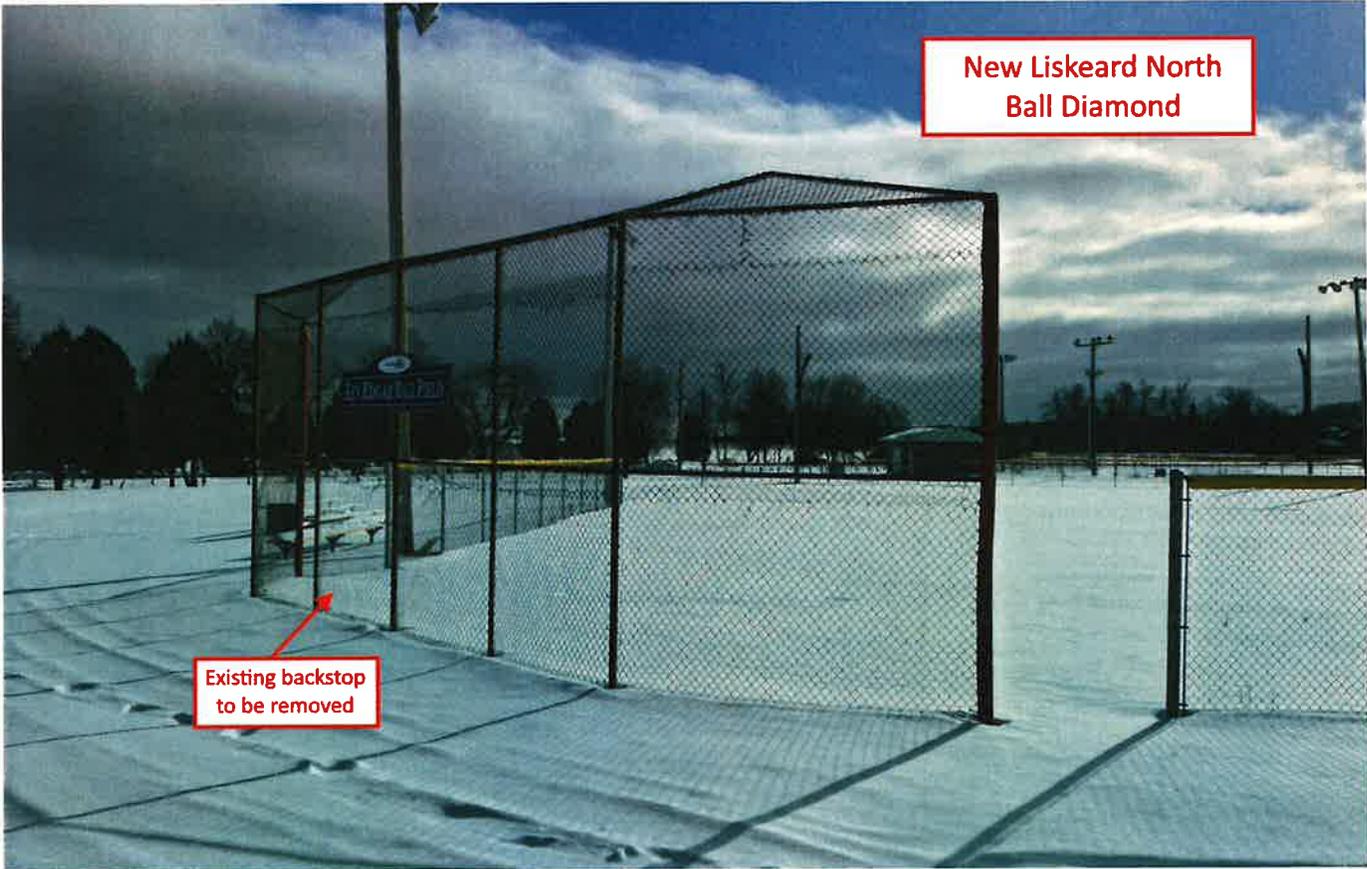


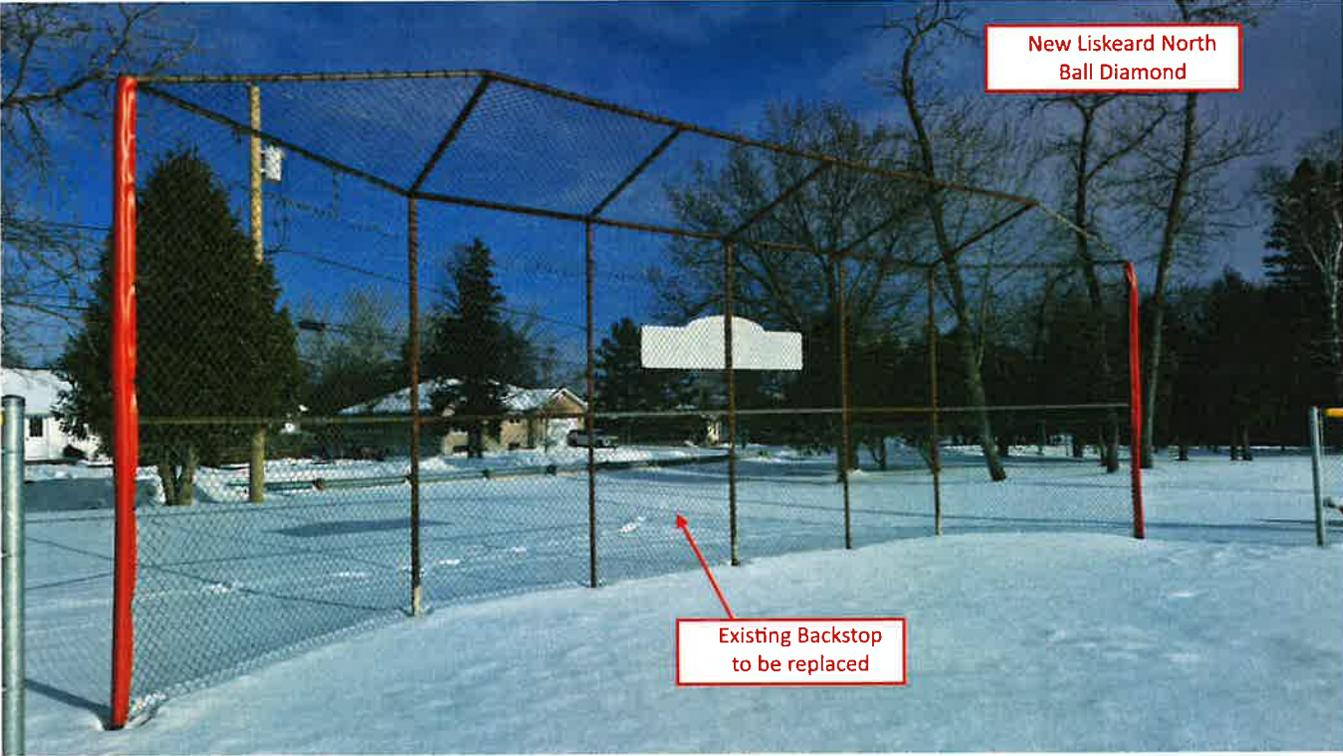
**New Liskeard North
Ball Diamond**

**New Liskeard Center
Ball Diamond**









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



February 4th, 2025

EMERGENCY RESPONSES

Total responses for the period January 1, 2025 – January 29, 2025

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
11	Nil	Nil

Station 1 - Incident Response Summary (5 Calls)

- Fire Call, 345 Cecil Street – False Alarm – Other Cooking – no fire.
- Fire Call, 439 Lakeview Avenue - False Alarm – Alarm System Equipment Malfunction.
- Public Hazard, 500 Marcella Street – False Alarm – Improper Furnace Venting.
- MVC, Lakeshore Road and Edward Street – Vehicle Extrication.
- MVC, Hwy 11 and West Road – Vehicle Collision.

Station 2 - Incident Response Summary (No Calls)

Station 3 - Incident Response Summary (4 Calls)

- Fire Call, 100 Wilson Ave. – False Alarm – Mechanical Device Overheat – no fire.
- Fire Call, 742354 Dawson Point Road – False Alarm – Human Perceived Emergency – no fire.
- Gas Leak, 883303 Hwy 65 – Natural Gas.
- MVC, Hwy 11 and Uno Park Road – Vehicle Collision.

Activity Report – January 1, 2025 – January 29, 2025

Administration (2 Calls)

- Gas Leak – Propane, 782168 Balls Road – False Alarm.
- Fire Call, 575 Broadwood Ave. - False Alarm – Improper Furnace Venting.

Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
11	Nil	Nil

FIRE PREVENTION DIVISION

Fire safety inspections conducted for the period of January 1, 2025 – January 29, 2025, by reason included the following:

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
3	4	1		3			11

Total Inspections year to date 2025 – 11

Public Education/Events

- CJTT monthly morning chat, Fuel Burning Appliances, Exits.
- Fire safety information via social media, CJTT, and the Speaker.

ONGOING INVESTIGATIONS/CHARGES

Nil

TRAINING AND EDUCATION

- Station 1 – Firefighter PPE, SCBA annual recertification, Fire Hydrants.
- Station 2 – Firefighter PPE, SCBA annual recertification
- Station 3 – Firefighter PPE, SCBA annual recertification
- Health and Safety Committee meeting.

MAINTENANCE

- Regular maintenance.

NEW BUSINESS

- Community Emergency Preparedness Grant, \$20,890.00 to purchase wildland firefighting equipment.
- Three pending MTO invoices \$1,119.72, \$1,141.00, \$1,141.00.
- OMNR Municipal Contacts update.

Memo

To: Mayor and Council
From: Steve Langford, Fire Chief
Date: February 4, 2025
Subject: Municipal/MNR Fire Protection Agreement
Attachments: **Appendix 01** - MNR Letter, Correspondence Package, Forest Fire Management Agreement

Mayor and Council:

The Ministry of Natural Resources (MNR) sent a correspondence package dated October 5, 2024, regarding the expiry of the current Forest Fire Management Agreement with the City of Temiskaming Shores. The MNR is seeking to renew the agreement.

Appendix 01 – MNR Letter/ Correspondence Package, Forest Fire Management Agreement provides further clarification as well as the requirements to enter into a new agreement.

I have reviewed the correspondence package from the MNR and have no objections as presented. A completed copy of the Fire Department Assessment Sheet has also been completed and forwarded to the MNR as requested.

It is recommended that Council direct the Fire Chief to proceed with the renewal of the Municipal Forest Fire Management Agreement.

Prepared by:



Steve Langford
Fire Chief

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Sandra Lee
City Manager

Ministry of Natural Resources

Jamie Barber

Aviation, Forest Fire and
Emergency Services

40 Voodoo Crescent
North Bay, ON P1C 0B7
705-475-5608

Ministère des Richesses naturelles

Jamie Barber

Services d'urgence, d'aviation et de
lutte contre les feux de forêt

40 Voodoo Crescent
North Bay, ON P1C 0B7
705-475-5608



Attention, Steve Langford

October 5, 2024

As of **March 31, 2025, the Municipality Fire Protection Agreement** in your Municipality will have expired with the Ministry of Natural Resources. If you wish to continue the Agreement, a new Appendix "A" and "F" (Agreement Review Checklist) will be sent out in early January 2025 for review.

Please look at the agreement map, included in this package and let Jamie Sands (contact below) know if it is correct. If you want changes made to the agreement area(map), please inform us as soon as possible so a new Appendix A can be calculated and sent to you for reviewed before the end of 2024.

If no changes need to be made, you can simply respond with **no changes** and we can set up a meeting in January 2025 to go over Appendix A and F and have both parties sign the renewal agreement. Feel free to call if you have any questions.

We look forward in hearing from you soon.

Sincerely,

Jamie Barber

Fire Operations Technician

North Bay Fire Management Headquarters

jamie.barber@ontario.ca

705-475-5608

Jamie Sands

Fire Operations Supervisor

North Bay Fire Management Headquarters

Jamie.sands@ontario.ca

705-475-5556

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Municipality: Temiskaming Shores

Agreement Review Period

Year: 2020 To 2025

Per Hectare CPC Rate: \$1.56

CPC Year:

2025 CPI Increase 1.90%

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area			Crown Protection Area			Total			
		Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	Hectares	By Type
Comprehensive											
Protection Charge		Hectares	Rate	Factor	Cost						
Unalienated Crown Land	Crown does not pay Municipal Taxes	14	\$1.56	100%	21.84	704	\$1.56		-		718
Provincial Parks/Conservation Reserve	Crown pays grants to Municipalities		\$1.56	100%	-		\$1.56		-		0
Patented Land (Residential/farm, Farmlands, Multi-Residential, Commercial, Industrial) ----- Federal Lands	Municipal Taxpayers based on Assessment. Patented Crown Land where Crown gives grants in lieu of taxes ----- Federal Gov't pays Grants in lieu of taxes to Municipality	16,762	\$1.56		-	82	\$1.56	100%	127.92		16,844
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land		\$1.56		-		\$1.56	50%	-		0
Patent Mining Lands (Crown has Full Timber Rights) <u>Patented after March 26, 1918</u>	Unit Class of M L (Mining lands) with a Tax Rate of C. (Commercial) ----- Owner pays some taxes to municipality but has no interest above ground		\$1.56	100%	-		\$1.56		-		0
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under DNAC or other agreement		\$1.56	100%	-		\$1.56		-		0
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R.F. gives Grant for significant conservation Lands)		\$1.56		-		\$1.56		-		0
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$1.56	100%	-		\$1.56		-		0
TOTALS		16,776			21.84	786			\$ 127.92		17,562
		Crown Owes the Municipality			\$0.00	Municipality Owes the Crown			\$106.08		

NOT AN INVOICE

CPC payment invoices must be sent in after April 1 of the current fire year

Appendix C

Municipal Forest Fire Agreement Rates to / from Municipalities
Valid for 2025

	Assistance Under Agreement
<p>Comprehensive Protection Charges (CPC)</p> <p>The new CPC rate system started April 1, 2013</p> <p>CPI rates are capped to a maximum increase of 4%</p> <p>CPC Invoices must be sent in <u>after April 1</u> for the current fire year</p>	<p>CPC rates adjustments are applied April 1 of each year.</p> <p>CPC rates increase Sept 2023 – Sept 2024 = 1.9%</p> <p>2025 CPC fee = 1.56</p>
<p>Ground Suppression Services</p> <p>Personnel Units Apparatus Units</p> <p>Personnel and Apparatus Units are annually adjusted by the Consumer Price Index for Ontario (All Products) from the period of September to September. Rates will be updated by Feb. 28 each year.</p>	<ul style="list-style-type: none"> • Flat Rate/False Alarm • \$930.59 per fire or • \$272.23 per half hour (30 min) for each unit; • Personnel Unit = max. 8 staff plus suppression gear • Apparatus Unit = Fire service vehicle with <u>maximum</u> 1 Fire Crew (4-6 people), includes suppression gear. Must assign staff to vehicle first before forming personnel units. <p><u>Personnel must be affixed to an Apparatus Unit</u> prior to forming personnel units.</p> <p><u>NO</u> charges for helicopter if only used to deliver, pickup or service crews. Helicopter is not an apparatus.</p> <p>Apparatus” means a Fire service vehicle that carries firefighting personnel and/or equipment (includes pumps, tankers, boats, Fire response vehicles that are designed to carry portable/firefighting equipment).</p>

<p>Air tankers and Birddog</p> <p>CL215/415 and Twin Otters</p> <p>Air tanker fees are set annually by the MNRF.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>2025 Rates</p> <p>CL415 Dispatch Fee = \$3,431.50 Hourly rate = \$6,863.00</p> <p>Twin Otter Dispatch Fee = \$908.85 Hourly rate = \$1,817.70</p> <p>Birddog Hourly rate = \$2,635.22</p>
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNRF Aviation Services.</p> <p>No charge if used just to transport MNRF crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>2025 Helicopters Rates</p> <p>Light \$As per invoice Intermediate \$1,914.23per hour, Medium \$2,701.44per hour, Heavy (calculated at time of hire) (flying calculated as "time over fire" only)</p> <p>Aircraft rental fees by the Municipality must be supported by the aircraft invoice.</p>
<p>Section C: Other Expenses Approved in the Suppression Plan</p> <p>All costs must be supported by actual invoices, or fire cost forms by either agency</p> <p>Other Agencies Form 210 Total can be included here on joint operations.</p>	<p>As per approved response plan for a specific fire; the following expenses can be considered;</p> <ul style="list-style-type: none"> • Heavy equipment • Base camp operations and infrastructure support, accommodations • Incident Command Trailers • Support equipment; boats, ATV's, trailers that fall outside normal fire apparatus <p>Form 210 Part 2</p>

Appendix F
Agreement Review Checklist
(To be completed by MNR)

Name of Community City of Temiskaming Shores

Fire Management Area: North Bay

Date Reviewed: January 10th, 2025

MNR Person Completing Review: Jamie Barber

Note: ** Next to a question indicates that a 'Yes' answer is required to ensure compliance with the Agreement standards. If the answer is 'No' please contact your Regional Fire Advisor.

Does the community prefer to proceed with the paper hard copy signature process, or would they prefer to proceed with electronic signatures?

Electronic Signatures

Hard Copy Signatures

1. Community Evaluation:

Infrastructure Development:

Has any new infrastructure been developed that extends into a CPA zone? Select

No

Has there been any new cottage subdivision areas developed? Select

No

Road Network Expansion:

Have any new roads been constructed allowing access for community resources into CPA area? Select

No

CPA/MPA:

Will there be changes to the current agreement CPA/MPA land classifications (Appendix A)? If yes, provide an explanation for the changes. (Note: If there are changes, a new agreement is required) Select

No

****Has there been a general review of all CPA/MPA zones?** Select
Yes

Is there an opportunity to reduce the amount of land managed by the MNR? Select
No

After reviewing municipal fire activity, are there areas where municipal resources are frequently responding to fires in a CPA zone that should be considered to be included in an MPA management zone? Select
No

2. Risk Analysis:

Forest Fuels:

Has any storm or insect damage occurred within an MPA/CPA area that should be reviewed to determine if a boundary change is required? Select
No

Has a storm or insect damaged area hazard been mitigated that can now be re-established as an MPA/CPA area? Select
No

Through the FireSmart program is there an area of CPA that can now be established as an MPA area? Select
No

3. Fire Suppression Resources:

Staffing:

Have there been any changes to the staffing levels of the community fire agency that may affect changes to the existing MPA/CPA zones? Select
No

Operations:

During the peak burning period can the community fire agency provide a timely and adequate fire response in all areas of the MPA? Select
Yes

Equipment:

Have there been any wildland fire equipment upgrades since the last assessment that will enable the community to modify existing MPA/CPA zones Select
No

Training Program:

**Does the fire department train with the SP103, Air attack module package? Select
Yes

Has the fire department received SP230 training? Select
No

Resource locations:

Has the community expanded their area of coverage, by building additional fire equipment locations that will allow fires responses into a CPA area now? Select
No

Municipal Assistance:

Is there an opportunity for the community to enter into an agreement with adjacent municipalities to provide protection services in a CPA/MPA area? Select
Yes

Fire Department Radio System:

**Does the fire department radio system allow for the fire staff to use the Fire Marshal frequency 154.070 to communicate with our Air Tankers? Select
Yes

4. Fire Education (Mitigation and Prevention):

FireSmart:

Does the community have an existing wildland fire prevention or mitigation plan? If yes indicate plan type in comments. Select
No

Does the community have a Community Wildland Fire Protection Plan?

Select

No

Enforcement:

****Has the community implemented controls through by-laws or a fire permit system to regulate burning that is consistent with the Forest Fires Prevention Act? (If no, how is open air burning being regulated?)**

Select

Yes

Has the community considered regulating spring burning to reduce human caused fires by banning residential burning until green up?

Select

No

****Does the community have the ability to manage and enforce the fire permit system and/or open air burning by-law? (If not, how are they enforced?)**

Select

Yes

Media:

Has the community developed a media program to promote wildland fire prevention and/or mitigation initiatives? E.g., advertising during high to extreme hazard.

Select

Yes

Has the community developed their own wildland fire prevention signs or handout items to address common ignition causes?

Select

Yes

Does the community conduct school wildland fire prevention and/or mitigation programs?

Select

No

ONLY Sign if current agreement is to be extended. If there is a new agreement, then there is no requirement to sign this document.

As per the conditions listed within the current municipal forest fire management agreement under TERM AND TERMINATION; RENEWALS;

This Agreement has been reviewed will continue to be in effect from April 1, 2025 and must be reviewed every 5 year(s), unless terminated by either party in accordance with conditions listed in section 13.

Official Signatures:



Fire Management Supervisor: James Zacher _____

Municipal Representative: Steve Langford _____

Where hard copy signatures are used: The agreement review checklist should be made in duplicate and one copy given to the local municipality to be attached to their current agreement file. The other copy is to be mailed to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie to be attached to the Director's copy of the legal agreement. Once signed all scanned records will be available digitally.

Where electronic signatures are used: All scanned records will be available digitally. The agreement review checklist once signed must be sent to the local municipality to be attached to their current agreement file. It must then also be sent via email to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie for filing and record keeping. Once signed all scanned records will be available digitally.

Fire Department Assessment Sheet - 2025

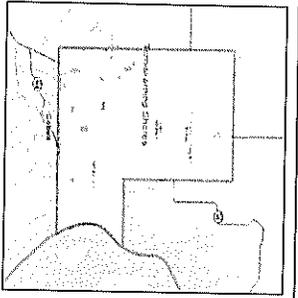
Name of Community: City of Temiskaming Shores

Date Completed: January 8, 2025

Completed By: Steve Langford

Fire Department/Agency Information:	Fire Stn 1 (Insert Stn I.D.)	Fire Stn 2 (Insert Stn I.D.)	Fire Stn 3 (Insert Stn I.D.)
Station/Department Name:	Haileybury	New Liskeard	Dymond
Wildland Fire Calls: 2024	1	0	0
10 Year Average Wildland Fire Calls:	5	0	0
Personnel:			
Municipal/Fire Agency Chief	1		
District Chiefs	1	1	1
Training Officer	1	1	1
Captains	4	4	4
Lieutenants			
Fire Fighters	19	16	14
Other:			
Wildland Fire Training:	SP103: 10	SP103: 0	SP103: 0
	Air Attack: 0	Air Attack: 0	Air Attack: 0
	SP230: 2 (S300)	SP230: 0	SP230: 0
Personnel Availability			
Weekdays 11 to 18:00 hrs	Full complement 24/7	Full complement 24/7	Full complement 24/7
Weekend Availability	Full complement 24/7	Full complement 24/7	Full complement 24/7
Overnight Availability	Full complement 24/7	Full complement 24/7	Full complement 24/7
Dispatch Time to Respond to Wildland fire Call (Estimate)	5 min	5 min	5 min
Fire Hall Monitor MNR Indices:	Yes	Yes	Yes
Apparatus			
Specialized Fire Vehicle			
Engines/Pumpers	Pumper	Pumper	Pumper
Water Tenders/Tankers	Pumper/Tanker 2000 Gallon	Pumper/Tanker 2000 Gallon	Pumper/Tanker 2000 Gallon
Off Road 4x4, or light transport vehicle	2		
ATV	1		
Fire Boat			
Trailers, IC Command Post	3	1	1
Other:			
Fire Line Equipment			
Forestry Hose – (feet)	5600		
Portable Fire Pumps	4	1	1
Port-a-Tank	1	1	1
Shovels	4		
Pulaski	4		
Rakes	0		
Backpack Water Can	4	3	3
Chainsaws	2	1	1
Heavy Equipment Rental Available	Yes	Yes	Yes
Other:			

City of Temiskaming Shores Agreement Areas



Information
 Fire Management Area
 North Bay
 Map Revision Date
 July 4, 2013
 Agreement Area(s) Revision Date
 November 1, 2012

- Land Ownership**
- Waterway
 - Water
 - Health Reserve
 - Agreement Forest Area
 - Forest Land
 - Conservation
 - Provincial Park
 - Crown Land
 - Other
- Administrative Boundaries**
- Fire Area
 - Geographic Boundary
 - Service Boundary
 - City
- Utility Lines**
- Communication
 - Hydro Line
 - Natural Gas Pipeline
 - Railway
 - Highway
 - Abandoned Railway
 - Gas Main
 - Water Main
 - Local
 - Inter-city
 - Provincial
 - Watercourse
 - Stream
- Municipal Agreement Areas**
- Protection Type
 - Other
 - Provincial

1 inch equals 635 metres
 1:25,000

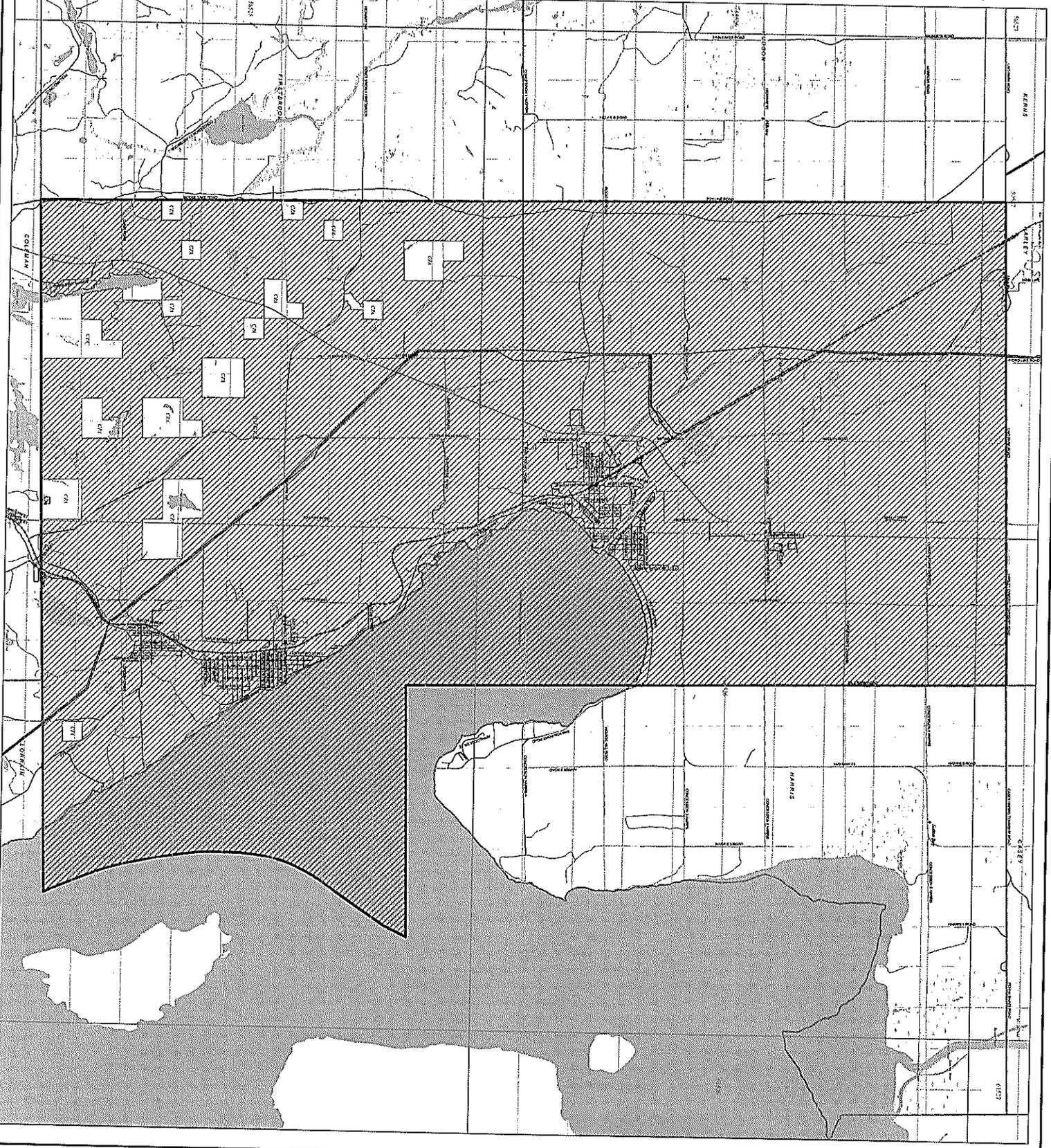


Notes:

1. This map was prepared by the City of Temiskaming Shores, Ontario, Canada, and is a reproduction of the original map prepared by the City of Temiskaming Shores, Ontario, Canada, in 1983. The map is a reproduction of the original map prepared by the City of Temiskaming Shores, Ontario, Canada, in 1983. The map is a reproduction of the original map prepared by the City of Temiskaming Shores, Ontario, Canada, in 1983.

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Fire Department Assessment Sheet - 2025

Name of Community: City of Temiskaming Shores

Date Completed: January 8, 2025

Completed By: Steve Langford

Fire Department/Agency Information:	Fire Stn 1 (Insert Stn I.D)	Fire Stn 2 (Insert Stn I.D)	Fire Stn 3 (Insert Stn I.D)
Station/Department Name:	Haileybury	New Liskeard	Dymond
Wildland Fire Calls: 2024	1	0	0
10 Year Average Wildland Fire Calls:	5	0	0
Personnel:			
Municipal/Fire Agency Chief	1		
District Chiefs	1	1	1
Training Officer	1	1	1
Captains	4	4	4
Lieutenants			
Fire Fighters	19	16	14
Other:			
Wildland Fire Training:	SP103: 10	SP103: 0	SP103: 0
	Air Attack: 0	Air Attack: 0	Air Attack: 0
	SP230: 2 (S300)	SP230: 0	SP230: 0
Personnel Availability			
Weekdays 11 to 18:00 hrs	Full complement 24/7	Full complement 24/7	Full complement 24/7
Weekend Availability	Full complement 24/7	Full complement 24/7	Full complement 24/7
Overnight Availability	Full complement 24/7	Full complement 24/7	Full complement 24/7
Dispatch Time to Respond to Wildland fire Call (Estimate)	5 min	5 min	5 min
Fire Hall Monitor MNR Indices:	Yes	Yes	Yes
Apparatus			
Specialized Fire Vehicle			
Engines/Pumpers	Pumper	Pumper	Pumper
Water Tenders/Tankers	Pumper/Tanker 2000 Gallon	Pumper/Tanker 2000 Gallon	Pumper/Tanker 2000 Gallon
Off Road 4x4, or light transport vehicle	2		
ATV	1		
Fire Boat			
Trailers. IC Command Post	3	1	1
Other:			
Fire Line Equipment			
Forestry Hose – (feet)	5600		
Portable Fire Pumps	4	1	1
Port-a-Tank	1	1	1
Shovels	4		
Pulaski	4		
Rakes	0		
Backpack Water Can	4	3	3
Chainsaws	2	1	1
Heavy Equipment Rental Available	Yes	Yes	Yes
Other:			

This Municipal Forest Fire Management Agreement (hereinafter referred to as "Agreement") made in duplicate this 1st day of April, 2015.

BETWEEN:

Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources and Forestry (hereinafter referred to as the "Ministry" or "MNR")

AND

The Corporation of The City of Temiskaming Shores (hereinafter referred to as the "Municipality")

WHEREAS the Municipality, being located in a fire region, is responsible to extinguish at its expense Fires (defined below) within its limits pursuant to Section 21(1) of the *Forest Fires Prevention Act*, R.S.O. 1990, c. F-24, and its regulations (hereinafter referred to as "FFPA"), as amended or replaced from time to time; and

WHEREAS the parties wish to enter into this Agreement pursuant to Section 19 of the FFPA with respect to the prevention, control and extinguishment of Fires within the limits of the Municipality and the Unincorporated Territory (defined below), if applicable;

THEREFORE in consideration of the mutual promises and agreements set out below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

- I. In this Agreement the following terms have the following meanings:
 - a) "Apparatus" means a Fire service vehicle that carries firefighting personnel and/or equipment, including without limitation pumpers, tankers and boats, and a Fire response vehicle that carries portable firefighting equipment to suppress Fires;
 - b) "Border Fire" means a Fire that straddles any part of a boundary between the Crown Protection Area and the Municipal Protection Area;

- c) “Comprehensive Protection Charge” and “CPC” mean either the annual rate for each hectare of Patented Land within the Crown Protection Area payable by the Municipality to the Ministry or the annual rate for each hectare of unalienated Crown land owned by the Crown in right of Ontario within the Municipal Protection Area payable by the Ministry to the Municipality (set out in Appendix “A” attached hereto and forming part hereof which will be annually adjusted prior to the start of the Fire Season annually to reflect the annual rate per hectare as set out in Appendix “C”), is charged with respect to land protected by one party for the other party and comprises all costs for prevention, management, and suppression of Fires;
- d) “Consumer Price Index” and “CPI” mean the index published by Statistics Canada for September of one year to August of the next year for the Province of Ontario in the All - Items category as defined by Statistics Canada;
- e) “Crown Protection Area” and “CPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” attached hereto and forming part hereof which the Ministry has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- f) “Fire” means any type of outdoor fire, including without limitation a campfire, grass, brush or forest fire, a fire in a charcoal barbecue, an outside wood burning furnace or a stove;
- g) “Fire Season” means the period from April 1 to October 31 in each year (as set out in Section 10 of the FPPA);
- h) “Incident” means a report of smoke or Fire to either party which is required to be investigated by the applicable party to determine if a Fire is occurring or an infraction of the FPPA or a municipal bylaw may be occurring;
- i) “Municipal Protection Area” and “MPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” and any area(s) within an area of Unincorporated Territory deemed to be included in the MPA with the written agreement of the parties pursuant to paragraph 4 b) which the Municipality has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- j) “Officer” means an officer as defined in or those persons deemed to be officers for the purposes of the FPPA;
- k) “Patented Land” means all privately owned land and patented land acquired and owned by the Crown in right of Ontario; and
- l) “Unincorporated Territory” means an area(s) which may be represented by a local services board where Fire protection services may be provided by the adjacent Municipality under the terms within their Municipal agreement. This area will be deemed to be included as part of the MPA area with the written agreement of the parties pursuant to paragraph 4 b).

FIRE PREVENTION AND COMPLIANCE

2. a) The Municipality at its expense shall:
 - i) when implementing a Fire prevention plan for all areas of the Municipality, design a Fire prevention/education program based on the principles of the Ministry's FireSmart program;
 - ii) control open air burning in a coordinated fashion in the Municipality through bylaws or a municipal Fire permit system consistent with the FFPA and applicable Ministry of Environment guidelines, as may be amended or replaced from time to time; and
 - iii) be responsible for the management and enforcement of any municipal Fire permit system enacted by it under authority of a bylaw.
- b) The Ministry at its expense shall be responsible for Fire prevention activities for areas of Unincorporated Territory when included under the terms of this agreement.

ANNUAL FIRE SUMMARY

3. Each party shall provide a written summary of all Fires (Appendix "G") which it actioned under the Agreement during the most recent Fire Season to the other party on or before November 30th of each year that this Agreement is in effect.

CHANGES TO CROWN PROTECTION AREA AND MUNICIPAL PROTECTION AREA

4. a) The CPA and MPA may be amended at any time upon terms satisfactory to both parties from November 1 to March 31 of any year during the Agreement with Appendix "A and B" being revised to reflect such changes agreed upon by the parties. All proposed changes must be implemented before April 1. However, when any of the following occur within the limits of the Municipality, the parties shall review as soon as possible the affected land area to determine which designation (CPA or MPA) applies to the area in question:
 - Annexation of land area;
 - Adjustment of the Municipality's boundaries; or
 - Large areas of recent storm/insect damage.

Implementation of the applicable designation to the area in question shall occur as soon as possible so that Incident response and Fire suppression services are provided.

- b) An area(s) of Unincorporated Territory may be deemed to be included in the MPA with Appendix "A" and Appendix "B" being revised to reflect such changes agreed upon by the parties. In such circumstances, the Municipality shall pass such by-laws as may be required to allow its Fire Department to leave the Municipality to respond to Incidents and to suppress Fires in the Unincorporated Territory.

TRAINING REQUIREMENTS

5. a) The Municipality agrees that the following Ministry Fire training programs will be taught to all staff within the Municipality's Fire Department assigned to Fire operations:
 - Municipal Fire Department Forest Fire Training (SP103); and
 - Air Attack Safety Training Module for Municipal Fire Operations.
- b) Following execution of the Agreement by both parties, the Ministry shall provide the Municipality free of charge the instructor training kit for each course listed in paragraph 5 a). The kits are designed to be utilized by local Fire Department training programs. The Ministry will provide technical advice if required to assist Municipality instructors to understand the training material as presented in the kits.
- c) The Municipality shall ensure that all Municipality staff responsible to respond to Incidents and suppress Fires are trained by the programs described in paragraph 5 a) and shall create training records and keep them up to date.

INCIDENTAL RESPONSE AND SUPPRESSION ACTIONS

6. a) In consideration of the applicable CPC to be paid by the Municipality under paragraph 10 a) for a Fire Season, the Ministry at its expense shall respond to Incidents and suppress Fires within the Crown Protection Area. However, where on the request of the Ministry, the Municipality responds to an Incident or suppresses a Fire in the CPA, the Ministry shall pay the Municipality in accordance with paragraph 11 b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" attached to and forming part of this Agreement.
- b) In consideration of the applicable CPC to be paid by the Ministry under paragraph 10 a) for a Fire Season, the Municipality at its expense shall respond to Incidents and suppress Fires within the Municipal Protection Area. However, where on the request of the Municipality, the Ministry responds to an Incident or suppresses a Fire in the MPA, the Municipality shall pay the Ministry in accordance with paragraph 11 b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C".

At the request of the Municipality, the Ministry may assist in the investigation of any Fires which are of a contentious nature and undertake prosecutions for contravention of the FPPA.

- c) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, each party following receipt of an Incident within the limits of the Municipality shall immediately notify the other party of the Incident. The party with primary responsibility to do so shall investigate and determine if a Fire is occurring and if so, suppress the Fire and determine if an infraction of the FPPA or a municipal bylaw may be occurring.

- d) The Municipality shall ensure that its Fire resources when responding to an Incident or suppressing a Fire shall monitor the Fire Marshal High Band radio frequency of 154.070 in the event that Ministry aircraft arrive to support the Fire suppression operations.
- e) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, the party which first arrives on the scene of a Fire shall begin suppression of the Fire whether in the CPA or MPA. Compensation according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" associated with such action will not be paid to that party if the other party is responsible for suppressing Fires in the area in question unless and until the latter is notified of the Fire and approves continued action by that party.
- f) The Ministry shall exercise its powers under section 21.(1) of the FFPA and assume control of Fire suppression activities when it is determined in the opinion of an Officer that present suppression activities by the Municipality have the potential to result in one or more of the following conditions:
- Loss of life;
 - Significant loss of private property; or
 - Significant loss of public property.
- g) Where the Ministry assumes control of Fire suppression activities under paragraph 6 f), the Municipality shall pay the Ministry in accordance with paragraph 11 b) for such activities according to the applicable rate(s) and fee(s) set out in Appendix "C".
- h) Where the Ministry and Municipality work together to suppress a Fire, both parties will follow the procedures set out in the Inter-Agency Fire Response Operating Guidelines, a copy of which is contained in Appendix "D" attached hereto and forming part hereof, as may be amended or replaced from time to time.

BORDER FIRES

7. a) Where the Municipality and the Ministry, separately or together, suppress a Border Fire, each party shall pay its applicable percentage of the total suppression cost incurred by both parties calculated according to the applicable rate(s) and fee(s) set out in Appendix "C" in doing so as follows: for the Municipality, the percentage of area burned that is contained within the MPA and for the Ministry, the percentage of area burned that is contained within the CPA.
- b) Where the amount payable by a party under paragraph 7 a) exceeds the amount payable to that party for suppressing the Border Fire, that party shall pay the other party the excess amount in accordance with paragraph 11 b).

DISPUTES

8. In the event a response to a Fire under the Agreement results in a dispute between the parties or where the Ministry assumes control of Fire suppression activities under paragraph 6 f), either party may request the other party to conduct with it a joint review of the management of the Fire, where the dispute, including cost sharing, may be resolved. The review panel will consist of an equal number of members representing each party.

CONCURRENT CALLS

9. When a party is taking action to suppress a Fire and a higher priority emergency occurs that requires that party to leave the Fire, the parties agree that, unless the Fire is threatening human life, the new emergency takes precedence over the Fire.

Prior to leaving the Fire, the party which first took action to suppress the Fire shall notify and make arrangements for the other party to suppress the Fire and where possible, have one of its staff remain at the scene of the Fire to provide a briefing on the Fire to the other party taking over suppression of the Fire.

PAYMENTS

10. a) The applicable CPC's payable by the parties are set out in Appendix "A" and the CPC rates are outlined in Appendix "C". The Ministry shall provide the Municipality at the time of renewal an updated copy of Appendix "A" indicating the applicable CPC fees for the Agreement term. Where discussions are ongoing to make modifications to the existing MPA or CPA fire management zones, the applicable changes to the CPC fee will be processed once the final MPA/CPA zone modifications are completed.
- b) The Ministry will provide notification to the municipality prior to February 28 each year of the agreement, changes to the CPC rate to be used in Appendix "A" for CPC calculations.
- c) Each party shall pay the other party within thirty (30) days of receipt of an invoice from the other party for the applicable CPC for each hectare of Patented Land within the CPA or each hectare of unalienated Crown land owned by the Crown in right of Ontario within the MPA, as applicable, for the forthcoming Fire Season.
- d) The Fire suppression rates and fees for ground and aerial Fire suppression services payable by the parties for the first year of the initial term of the Agreement are set out in Appendix "C". Such rates and fees payable for each subsequent year that the Agreement exists shall be such rates and fees payable in the previous year increased prior to the start of the Fire Season by the Ministry by the percentage change in the most current CPI (as compared to the previous year's CPI). The Ministry shall provide the Municipality an

updated version Appendix "C" to reflect any changes in such rates and fees by March 31 of each year.

Each party shall pay the other party any suppression rates and fees in accordance with paragraph 11 b).

- e) If applicable, the Ministry shall also pay to the Municipality, CPC fees as set out in Appendix "A" for all land, whether private or Crown land, in an Unincorporated Territory area deemed to be included in the MPA according to the terms of this agreement pursuant to sub paragraph 4 b).
11. a) To qualify for payment according to the applicable rate(s) and fee(s) in Appendix "C" for services provided under the Agreement, a party must provide the other party with a completed Municipal Fire Information and Cost Report (Form 210), a copy of which is attached hereto as Appendix "E" and forms part hereof, within 30 days of the end of the suppression activity on each Fire actioned.
- b) Amounts payable by the Municipality to the Ministry based on applicable rates and fees in Appendix "C" will be offset against amounts payable by the Ministry to the Municipality based on applicable rates and fees in Appendix "C" for each Fire Season. Any balance owing to either party on November 30 of each year that this Agreement is in effect will be an amount due to that party as of that date and shall be payable within thirty (30) days of receipt of an invoice from that party.

INDEMNITY

12. a) The municipality or Crown is responsible for its own insurance and shall carry all the necessary and appropriate insurance that a prudent person in the business of the municipality or crown would maintain, including but not limited to commercial general liability insurance.
- b) The municipality is not covered by the Province of Ontario's insurance program and no protection will be afforded to the municipality by the Government of Ontario for any claim that may arise out of the Agreement.
- c) The Crown is not covered by the municipalities' insurance program and no protection will be afforded to the crown by the municipality for any claim that may arise out of the Agreement.
- d) Regardless of any other provisions of this Agreement to the contrary, neither party shall be liable for any consequential, indirect, incidental, special or punitive damages, including without limitation lost revenues, savings or profit, suffered by the other party or any third party with respect to any Claims arising out of or otherwise in connection with the Agreement even if the party in question has been advised of the possibility thereof.

- e) Fire fighters employed by or volunteering for a party are deemed to be employees of that party for the purposes of benefits under the Workplace Safety and Insurance Act whether working on Crown land or private land in the CPA, the MPA or the Unincorporated Territory.
- f) Each party shall be responsible for all damage to or loss of any Apparatus or other equipment which it supplies for use in suppressing Fires under this Agreement. The Fire suppression rates described in Appendix "C" include recovery of costs for normal wear and tear on Apparatus and such other equipment as well as the cost of repair of periodic breakage or accidental damage.

TERM AND TERMINATION; RENEWALS

- 13. a) This Agreement shall commence April 1, 20 15 and must be reviewed every 5 year(s), unless terminated by either party in accordance with paragraph 13 b).
- b) Each party may terminate the Agreement:
 - (i) immediately upon written notice to the other party without liability if the other party commits or permits a breach of any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from the party not in breach demanding such breach be remedied; or
 - (ii) upon thirty (30) days prior written notice without liability for its convenience during the months of October to March prior to the next Fire Season.
- c) An Agreement review must be completed within sixty (60) days prior to April 1 of the review year, using the Agreement Review Checklist, Appendix "F", unless either party has provided written notice to the other party at least sixty (60) days prior to April 1 or earlier, of the scheduled review year under paragraph 13 a) that it wants to terminate the Agreement.
- d) If there are no changes made to the CPA or MPA areas (except for CPC's payable and suppression rates as described in section 10). Appendix "F" must be signed by the local Fire Management Supervisor and municipal official and attached to the Agreement document.
- e) At anytime when changes are made to the CPA or MPA areas that affect Fire response requirements and financial obligations to either party, a new Agreement document must be drafted and submitted to the Director of AFFES and Mayor/Reeve for signatures.

GENERAL PROVISIONS

14. a) This Agreement represents the entire agreement between the parties regarding Fire prevention, control and extinguishment and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to such subject matter existing between the parties at the date this Agreement comes into effect.

This Agreement consists of the terms and conditions in the main body of this Agreement and its Appendices and any amendments executed in accordance with the terms of this Agreement.

In the event of any conflict or inconsistency between provisions of any of the documents which form part of this Agreement, the provision in the first mentioned document below shall govern:

- (i) any amendment to this Agreement;
 - (ii) terms and conditions in the main body of this Agreement; and
 - (iii) Appendices to this Agreement.
- b) Except as otherwise provided in paragraphs 10 a) and 10 d) with respect to changes to rates and fees, any change to this Agreement shall be by written amendment signed by the parties.
- c) Notwithstanding anything else in this Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, shall be void and of no legal effect.
- d) Any failure by a party to insist in one or more instances upon strict performance by the other party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the first party of its right to require strict performance of any such terms or conditions and the obligations of the other party with respect to such performance shall continue in full force and effect.
- e) Neither party shall have any power or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on the other party's behalf. Neither party shall hold itself out as an agent, partner or employee of the other party.
- f) Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the parties or constitute an appointment under the *Public Service of Ontario Act, 2006, S.O. 2006, c.35*, as amended or replaced from time to time.

- g) In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders. The headings in this Agreement are for convenience of reference only and in no manner modify, interpret or construe this Agreement.

SURVIVING PROVISIONS

15. Paragraphs 10 a), 10 d) (second paragraph only), 11 a), 11 b), 12 a), 12 b), 12 c), 12 d) 12 f), 14 and this paragraph of the Agreement shall survive its termination or expiry and continue to bind the parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties by their duly authorized representatives.

Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources and Forestry

Date: 2015.05.13

By: 

Director, Aviation, Forest Fire and
Emergency Services Branch
Provincial Services Division
Name AL TITHECOTT
(pursuant to delegated authority)

The Corporation of
The City of Temiskaming Shores

Date: FEB 3, 2015

By: 

Position: MAYOR
Name: CARMAN KIDD

By: 

Position: CLEAR
Name: DAVID B. TREEN

Subject: Ontario Transfer Payment Agreement – Community Emergency Preparedness Grant

Report No.: PPP-004-2025

Agenda Date: February 4, 2025

Attachments

Appendix 01: Ontario Transfer Payment Agreement (Draft By-law)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-004-2025; and
2. That Council directs staff to prepare the necessary by-law to enter into an Ontario Transfer Payment Agreement, through the Community Emergency Preparedness Grant, between His Majesty the King in right of Ontario and The City of Temiskaming Shores, in the amount of \$20,890.00, for the purchase of wildland firefighting equipment, for consideration at the February 18, 2025, Regular Council Meeting.

Background

On October 24, 2024, staff applied for funding through the Community Emergency Preparedness Grant with the hope of enhancing wildfire response capabilities for the Temiskaming Shores Fire Department and the surrounding area.

On January 28, 2025, staff received verification that the funding application for the project has been approved in the amount of \$20,890.00.

Analysis

The Temiskaming Shores Fire Department serves a diverse community with significant forested areas at risk of wildfire. The department's commitment to protecting lives and property has led to the establishment of an off-road response unit and a forestry trailer to enhance our ability to respond to wildfires.

Funding received through the Community Emergency Preparedness Grant will further enhance our response capabilities by increasing our number of forestry units from 1.5 to 2.5.

The project will see the purchase of the following:

- 1 – Honda 3000i ES Generator to power the forestry trailer in remote areas,
- 1 – Mark-3 high pressure portable fire pump,
- 1 – Intake hose,
- 1 – Foot valve,
- 1 – Pump tool kit,
- 2 – Nozzles,
- 24 – 100-foot lengths of forestry hose,
- 6 – Hose packs,
- 2 – Backpack pumps,
- 2 – Pulaski's,
- 2 – Fire shovels.

As such, it is recommended that Council directs staff to prepare the necessary by-law to enter into an Ontario Transfer Payment Agreement, through the Community Emergency Preparedness Grant, between His Majesty the King in right of Ontario and The City of Temiskaming Shores, in the amount of \$20,890.00, for the purchase of wildland firefighting equipment, for consideration at the February 18, 2025, Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores By-law 2017-015 Procurement Policy.

Consultation / Communication

- Consultation with Municipal Treasurer, Stephanie Leveille.
- Consultation with Station #1 District Chief, Kyle Brown.

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

Staffing implications associated with this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:



Reviewed and submitted for Council's consideration by:

“Original signed by”

Steve Langford
Fire Chief

Sandra Lee
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

A by-law to authorize the execution of the Ontario Transfer Payment Agreement through the Community Emergency Preparedness Grant, between His Majesty the King in right of Ontario as represented by the President of the Treasury Board, and The Corporation of the City of Temiskaming Shores

Whereas Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; 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 the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Administrative Report No. PPP-004-2025 at the February 4, 2025 Committee of the Whole meeting, and Council directed staff to prepare the necessary by-law to enter into an Ontario Transfer Payment Agreement, through the Community Emergency Preparedness Grant, between His Majesty the King in right of Ontario and The City of Temiskaming Shores, in the amount of \$20,890.00, for the purchase of wildland firefighting equipment, for consideration at the February 18, 2025, Regular Council Meeting.

Whereas Council deems it expedient to enter into an Agreement with His Majesty the King in Right of Ontario as represented by the President of the Treasury Board.

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

1. That the Mayor and Clerk are hereby authorized to execute the Ontario Transfer Payment Agreement, through the Community Emergency Preparedness Grant, between His Majesty the King in right of Ontario and The City of Temiskaming Shores, in the amount of \$20,890.00, for the purchase of wildland firefighting equipment, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the City of Temiskaming Shores, as required under the Program.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical,

semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 18th day of February, 2025.

Mayor

Clerk



Schedule “A” to

By-law No. 2025-000

A by-law to authorize the execution of the Ontario Transfer Payment Agreement through the Community Emergency Preparedness Grant, between His Majesty the King in right of Ontario as represented by the President of the Treasury Board, and The Corporation of the City of Temiskaming Shores

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 3rd day of March, 2025.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the President of the Treasury Board

(the "Province")

- and -

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES.
(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 Amending the Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("FAA") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
- (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) The payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO as
represented by the President of Treasury Board

Date

Name: Nina Diaz
Title: Director

SHORES.

THE CORPORATION OF THE CITY OF TEMISKAMING

Date

Name: Stephanie Leveille
Title: Treasurer

I have authority to bind the Recipient

Date

Name:
Title:

I have authority to bind the Recipient

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective

Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"Maximum Funds" means the maximum set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule "C".

"Records Review" means any assessment the Province conducts pursuant to section A7.4.

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B":
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either

international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act*

(Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- ~~(a)~~ carry out the Project;
 - ~~(i)~~ receive or spend Funds; or
 - ~~(ii)~~ provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment, such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$20,890.00
Project Expiry Date	November 28, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$25,000
Certificate of Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Priscilla McKenzie Senior Manager Design and Implementation Unit, Emergency Management Ontario Treasury Board Secretariat Address: Emergency Management Ontario 25 Morton Shulman Avenue Toronto, Ontario, M3M 0B1 Email: EMOcommunitygrants@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Steve Langford Position: Fire Chief Address: 325 Farr Drive, Haileybury, , P0J1K0 Phone: 70567233634702 Email: slangford@temiskamingshores.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Stephanie Leveille Position: Treasurer Address: 325 Farr Drive, Haileybury, , P0J1K0 Phone: 7056723363 Email: sleveille@temiskamingshores.ca

Additional Provisions:

B1.0 ADDITIONAL COMMUNICATIONS REQUIREMENTS

B1.1 Communications Details. The Recipient agrees that:

- (a) Any of the Province's Project-related communications shall be at the discretion of

the Province.

- (b) The Province may acknowledge the Project in any of its communications.
- (c) The Province may request that the Recipient participate in an announcement or media event with government officials.
- (d) The Recipient shall share any proposed public-facing Project-related communications with the Province for review prior to public release.
- (e) The Province may also request a summary of any of the Recipient's planned communication activities about the Project.
- (f) Any of the Recipient's Project-related public communications about the Project shall be made in accordance with the timing specified by the Province, including the timing of any official Project launch announcement.
Visual identity and branding for any Project-related products, materials, equipment, and other assets used by the Recipient shall be in accordance with direction provided by the Province

**SCHEDULE "C"
PROJECT**

The Temiskaming Shores Fire Department serves a diverse community with a significant forested area at risk of wildfires. Temiskaming Shores commitment to protecting lives and property has led them to establish an Off-Road Response Unit and acquire a Forestry Trailer, enhancing their ability to respond to wildfires. However, the lack of appropriate wildland fire fighting equipment including portable pumps and accessories, forestry hose, forestry hand-tools, and a portable power supply for their Forestry Trailer hampers their operational capabilities.

The entire District will benefit with the purchase of the equipment required to complete our Off-Road Response Unit project as the unit is available to Temiskaming Shores and all surrounding area fire departments.

Project Timelines

Project Start Date	Effective Date of the Transfer Payment Agreement
Completion Date	May 1, 2025

Performance Metrics

KPI	Description/Calculation	Target
Increase emergency preparedness in this community as a result of this project	Rate of emergency preparedness increase in this community as a result of this project (scale: 1 (not prepared), 2 (minimally prepared), 3 (partially prepared), 4 (mostly prepared), 5 (fully prepared))	4
Increase number of volunteers in the community as a result of this project	Number of volunteers recruited for the organization/project	75
Increase number of people trained for emergency preparedness as a result of this project	Number of people trained	25

SCHEDULE "D"
BUDGET

Expense Category	Total
Supplies	\$2,590.00
Capital Equipment	\$18,300.00
Services	\$0.00
Training	\$0.00
Other	\$0.00
Total Funding Request	\$20,890.00

SCHEDULE "E"
PAYMENT PLAN

The payment of Funds will be made by electronic fund transfer by the Province. The Recipient is required to have a profile on the Integrated Financial Information System (IFIS) system and is responsible for keeping it up to date with appropriate banking and contact information.

	Payment Amount	Payment Date
Payment	\$20,890.00	Up to 15 Business Days after all the following occur: <ul style="list-style-type: none">• the Agreement is signed by both parties;• the Province receives the following from the Recipient the Certificate of Insurance

**SCHEDULE "F"
REPORTS**

The following documents will be required before completion of report back:

- Confirmation of signing authority; and
- Copy of notification to elected official/head for awareness

Final Report. The Recipient shall include the following in the Final Report:

- (a) Final expense summary, including a reconciliation of actual payments made by the Province and actual expenses incurred by the Recipient in accordance with the Budget.
- (b) An explanation of variances between the Budget and actual expenses incurred by the Recipient.
- (c) Itemized list of all capital and operating equipment purchased.
- (d) Supporting documents substantiating the Recipient's completion of Project activities.
- (e) Summary of Project and performance measures results demonstrating how the Project has enhanced capabilities.
- (f) Final Report to be completed on TPON by the Recipient's Finance Contact or equivalent in accordance".

A failure to meet any of the reporting requirements described above may impact the Recipient's ability to return Funds under this Agreement, as well as the Recipient's eligibility to receive funding that may be available through **future iterations of the program**.

Unless the Province specifies otherwise, all Reports must be completed in Transfer Payment Ontario.

Project reporting deadline	September 12, 2025
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Subject: Website Redesign & Upgrades

Report No.: CS-002-2025

Agenda Date: February 4, 2025

Attachments

Appendix 01: Single Source Justification Form

Appendix 02: GHD Website Refresh & Conversion Quote

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-002-2025; and
2. That Council directs staff to prepare the necessary By-law to enter into an agreement with GHD Digital Limited for the purchase of a website redesign and upgrades, for a total upset limit of \$45,382.40 plus applicable taxes; and
3. That Council directs staff to enter into a three (3) year agreement with GHD Digital Limited for the subscription and maintenance of the website at a cost of \$12,349 for year 1 plus applicable taxes and 5% annual increase for consideration at the February 18, 2025 Regular Council Meeting.

Background

The City of Temiskaming Shores (the City) began working with GHD Digital Limited (GHD) (previously called eSolutions Group) in 2009 to update, improve and modernize the City's public web presence: temiskamingshores.ca.

The current contract between the City and GHD for the website hosting license, maintenance and support is coming to the end of its term on February 20, 2025.

Procurement By-law No. 2017-015, Part 10.10 - Single Source Acquisition clause (ii) stipulates that sole source acquisitions may be made, and staff are recommending a single source contract with GHD to ensure compatibility with existing products, to recognize exclusive rights such as patents, copyrights, or licenses, and to maintain specialized products that the manufacturer or its representative must maintain.

Staff are recommending that the City enter into a non-competitive contract with GHD for the redesign of the website and an agreement for the subscription and maintenance for a three (3) year term, which may be extended, commencing February 20, 2025, as a

direct partnership to support business continuity for the City’s website, pursuant to Part 10.10, Section (ii) of the Procurement By-law No. 2017-015.

Analysis

Maintaining an operational relationship with GHD enables the City to operate the website efficiently. Work is underway this year to deliver features expected of a modern website. The sustainment of the City website enables staff to deliver a variety of valuable digital services and communicate effectively with members of the public, bolstering the City’s digital and web presence.

Additionally, by working directly with GHD, the City continues to follow industry best practices and avoids unnecessary expenditures and project delays. GHD Digital is an approved vendor under the following:

- Government of Ontario VOR Number/Title: Tender-15176 - Information and Information Technology (IIT) Solutions Consulting Services
- Association of Municipalities of Ontario (AMO) Preferred Website Vendor – Contract Number LAS1408
- Canoe Procurement Group - 090320-ESL

Relevant Policy / Legislation / City By-Law

- [Procurement Policy By-law No. 2017-015](#), as amended
- [Ontarians with Disabilities Act, 2005 \(AODA\)](#)

Financial / Staffing Implications

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

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

The website redesign project was included within the Corporate Services Capital Budget with an amount of \$70,000. The total project cost is \$45,382.40 plus applicable taxes. The difference of approximately \$24,600 will be moved to the Capital Reserve Allocation.

The website maintenance is budgeted with the Corporate Services Operating Budget with an amount of \$7,000. The new agreement amount \$12,349 will result in an overage of approximately \$5,000 for 2025. Future budgets for the remainder of the term will be budgeted appropriately.

Alternatives

An alternative to maintaining an operational relationship with GHD would require staff to prepare and release tender documents and retool our existing application integrations, digital forms, and payment portals on the existing website and backend applications.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Sandra Lee
City Manager

Part 4 PRODUCTS & SERVICES

Products & Services

Line Item	Description	Quantity	Fee
i:Create to Govstack Standard Migration Implementation	<p>Implementation:</p> <ul style="list-style-type: none"> - Installation and configuration of a new Govstack web-site based on the selected theme, and updated with your logo and branding - Configuration of GHD Govstack SSO, Powered by Microsoft Azure AD (Active Directory) - Project Management - Access to regularly scheduled training webinars, unlimited registration for your organization's domain - Go live activities <p>Content Migration:</p> <ul style="list-style-type: none"> - Migration of all content linked in your sitemap using our automated content migration bot - Review and cleanup of up to 200 migrated pages. Our content migration bot takes care of moving all pages in your iCreate sitemap into your Govstack website. It does a good job but stumbles sometimes when it encounters complex content and page structures, so some manual review and cleanup is needed afterwards - we'll do the first 200 pages for you. - Changes to the sitemap (page names and organization) and the content (writing, editing, formatting) are outside of the scope of this service. - Premium Form Builder Forms and all response data for 1 install of Form Builder - All calendars, events, associated attachments, and subscribers for 1 install of the Calendar module - News subscribers - Contact directory up to 500 contacts (note: contact links embedded in page content are not supported in Govstack, and these are not updated during migration) - Parks & Facilities data (if applicable) <p>Content Migration Exclusions and Assumptions: https://www.govstack.com/learning-centre/onboarding/content-migration/</p> <p>Training:</p> <ul style="list-style-type: none"> - Access to regularly scheduled training webinars, unlimited registration for your organization's domain 	1	CA\$25,184.70 after 10% discount

Line Item	Description	Quantity	Fee
Govstack Standard Plan (CMS, Premium Forms, Events) - Subscription	<p>Platform:</p> <ul style="list-style-type: none"> - Use of GHD Govstack SSO, Powered by Microsoft Azure AD (Active Directory) - 1 identity per user to access all applications - Maximum of 50 MAU (Monthly Active Users) <p>CMS:</p> <ul style="list-style-type: none"> - Website Theme - Content Management - Site Builder - Google Search ~ 3rd party fees apply - News & Subscriptions - Accessible WCAG 2.1 Level AA <p>Govstack Enterprise Hosting:</p> <ul style="list-style-type: none"> -Govstack is hosted in Microsoft Azure with Geographic Zones -Azure SQL Database -Disaster Recovery -High Availability Infrastructure -Resource scaling -99.95% Uptime -Microsoft Defender for Cloud -Traffic Management and DDoS Protection with Azure Front Door -GHD issued SSL/TLS certificates Included through Azure Managed Certificates -All products use GHD managed certificates with 256-bit encryption. GHD does not support customer issued certificates. -Hosting Infrastructure Certifications: ISO 27001, SOC 2, SOC 3, HIPAA/HITECH, and PCI-DSS <p>Events:</p> <ul style="list-style-type: none"> - 2 Calendars - Available Views: Events, Council, and Tourism - Public Submission with approvals - Event email notifications - eScribe (3rd party fee applies) <p>Forms:</p> <ul style="list-style-type: none"> - 200 Forms - 40,000 submissions (total per year) ~ Reports 	1	CA\$9,293.00 / year

Line Item	Description	Quantity	Fee
	<p>~Workflow Automation</p> <p>~ Status Tracking</p> <p>~ eCommerce (Bambora, Paymentus, Moneris)</p> <p>~ Fillable PDF generation</p> <p>~ Administrative fields (for office use)</p> <p>Standard Support</p> <p>- Named Contacts: Designate 2 members of your team authorized to contact Customer support and log tickets</p> <p>- Email and Online Portal: Access to our online support portal:</p> <p>~ Create and review your tickets</p> <p>~ View ticket priority</p> <p>~ Update ticket notes or status</p> <p>~ Close or re-open resolved tickets</p> <p>~ View tickets for your entire organization</p> <p>~ Portal URL: https://www.govstack.com/learning-centre</p> <p>- Online Resource Centre: Access to product knowledge articles, news, release notes: https://www.govstack.com/learning-centre/</p> <p>- After Hours Priority Phone Support for Severity 1 & 2 Incidents</p>		
CMS - Add-on - Media Manager	<p>Gain more control over your website's media with the Media Manager add-on for Govstack CMS.</p> <p>The add-on lets you add custom meta information and categories to media files (documents, images, videos, etc) to enhance discoverability, and listings of files or media pages to provide easy access to important files and information.</p>	1	CA\$1,050.00 / year
Library Govstack Microsite - Bundle Add-on Implementation	<p>- Setup and Configuration</p> <p>- Project Management</p> <p>- Sample sitemap from a similar organization and a tip sheet of site navigation best practices</p> <p>- Branding</p> <p>- Go live activities</p>	1	CA\$12,521.70 after 10% discount

Line Item	Description	Quantity	Fee
Library Govstack Microsite – Bundle Add- on Subscription	<ul style="list-style-type: none"> - One specialized website based around a theme such as Tourism, Economic Development, or special project or initiative. - Hosted within the same CMS instance as your primary website - Displays as a standalone website with it's own website domain/address, logo, header/footer, theme/branding, alerts, news/subscriptions, and reusable content (separate from the primary website for the organization) - Subscription includes licensing & hosting fees, SSL certificate, and ongoing product & security updates 	1	CA\$2,006.00 / year
Writing for the Web and Accessibility On- Demand Video Subscription		1	CA\$0.00
Complimentary Website Governance Guide Template	A Website Governance Guide will help you build your own plan of action to ensure that content is regularly updated and reviewed so that the website continues to prioritize the end user and provide a positive user experience. Please ask us about our Website Governance consulting service.	1	CA\$0.00
Annual subtotal			CA\$12,349.00
One-time subtotal			CA\$37,706.40
			<i>after CA\$4,189.60 discount</i>
Total			CA\$50,055.40

License Term: 36 months

Payment Terms: Net 30 days, CAD *Applicable taxes and annual increase the greater of 5% and Consumer Price Index not included

Quote Expiry Date: January 31, 2025

Comments:

Content Migration Exclusions and Assumptions: <https://www.govstack.com/learning-centre/onboarding/content-migration/>

Contact Details

Customer Contact

City of Temiskaming Shores

Bradley Hearn

Information Technology Manager

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Contact Us:

Mira Sanita

Senior Account Manager

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Single / sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: GHD Digital (formally eSolutions)

Contact Name: Mira Sanita - Senior Account Manager

Address: 455 Phillip Street

City: Waterloo Prov: Ontario Postal Code: N2L 3X2

Phone Number: 1-289-374-3820 E-mail: Mira.Sanita@ghd.com

<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Single Source	<input type="checkbox"/> No Substitute
(No other known source or the only source meeting specification requirements)	(Only the designated Supplier is acceptable, others may exist)	(Specified item is required due to uniqueness, research continuity, etc.)

**Description of
Product or Service:**

Website compliant with WCAG 2.1 Level AA Compliance, Content Management System (Proprietary)
 Hosting & Credit Card Processing Services (ISO 27001, SOC 2, SOC 3, HIPAA/HITECH, and PCI-DSS)
 DDoS Protection with Azure Front Door, eCommerce Platform integrated with Temiskaming Shores forms.
 Bids & Tenders Platform (Proprietary)

Estimated Cost: \$

\$50,055.40

Complete the following checklist:

A specific contractor is the only source of the required item because (check all that apply):

- The required items are **proprietary to the Contractor**
- A specific item is needed:
 - To be compatible or interchangeable with existing hardware;
 - As spare or replacement hardware;
 - For the repair or modification of existing hardware, or
 - For technical evaluation or test.
- There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)
- For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Engaging GHD Digital through a single-source contract is a strategic and cost-effective decision, aligning with procurement best practices while ensuring efficiency and value for municipal website development.

As an approved vendor under multiple procurement programs, including:

- Government of Ontario “ Vendor of Record (VOR Number: Tender-15176 “ Information and Information Technology (IIT) Solutions Consulting Services)
- Association of Municipalities of Ontario (AMO) Preferred Website Vendor (Contract Number: LAS1408)
- Canoe Procurement Group (Contract Number: 090320-ESL)

By leveraging GHD Digital's pre-approved vendor status, staff would like to can expedite procurement, reduce administrative burden, and lower project costs all while ensuring access to a trusted, experienced partner in municipal website development.

GHD Digital & the City have developed an extensive integrated tool-set over the past 17 years. Custom forms, payment portals, work flows and document storage using proprietary solutions to streamline efficiency. The cost, downtime and impact to ratepayers and visitors would be extensive should council choose an alternative vendor.

Requested by: _____
Department Head Date

Reviewed by: _____
City Manager Date

Endorsed by: _____
Council Date

Subject: CJTT 104.5 FM Radio Ad Agreement

Report No.: CS-003-2025

Agenda Date: February 4, 2025

Attachments

Appendix 01: CJTT 104.5 FM Radio Ad Proposal

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2025; and
2. That Council directs staff to prepare the necessary by-law to enter into a three (3) year radio contract with CJTT 104.5 FM, for consideration at the February 18, 2025 Regular Council meeting.

Background

The City's agreement with CJTT 104.5 FM expired as of December 31, 2024, with a provision to extend for one (1) month in the event an agreement is not entered into by the termination date.

Analysis

The new agreement permits up to 500 - 30 second commercials as well as a number of value-added benefits, including a monthly City update (7:30 a.m. chat), and a weekly 10 minute recreation report/sports booster coverage. The agreement accounts for a 2% increase over the previous agreement.

Staff is recommending a three-year term to avoid annual increases that may arise.

Appendix 01 – Draft Agreement outlines the provisions of the agreement.

Relevant Policy / Legislation / City By-Law

- 2025 Corporate Services Operating Budget

Financial / Staffing Implications

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

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

The agreement represents a 2% increase to the existing agreement. The radio ad contract is included in the Corporate Services Operating Budget.

Staffing implications are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate
Services

Sandra Lee
City Manager



RADIO CONTRACT PROPOSAL

FOR: Shelley Zubik, City of Temiskaming Shores

FROM: Liz Allen, Director of Operations

DATE: January 3, 2025

Per previous years, CJTT FM believes it is in the best interest of the City to lock in an annual corporate rate, reflecting a bulk purchase commitment.

Considering buying patterns of previous years, we recommend you purchase.:

- **500 x \$33.30 = \$16650.00**

As a signing bonus, CJTT FM will reward the City with 25% more commercials (125 free). This would bring your commercial rate to \$26.64 per 30 second commercial. These commercials can be scheduled to accommodate the City's needs. *Note that if the City wishes to air complementary campaigns on CJKL FM, your cost per second commercial will be \$16.64.*

Further, CJTT FM will gift the City an additional 25% of bonus commercials to be scheduled solely for PSA (fire safety, etc.) campaigns and Festivals promotion. That's another 125 free commercials, a bonus of \$4162.50

Invest in the above cost-efficient annual contract, and CJTT FM will also offer the City:

- A weekly 10-minute **Leisure and Recreation Report** at 9:05 am Thursdays at a cost of \$194.10 PER WEEK - *which is a discount of 75% - (**x 52 weeks = \$10,093.20**). *The value of this report is \$776.52 per week (x 52 = \$40,379.04).*
- **Along with the Leisure and Recreation Report you'll get FREE Sportsbooster coverage** of recreation department and leisure services events – swimming classes, squash tournaments, Senior games, etc. (maximum of two events at any one time). *The value of this coverage is \$1,367.02 per month (x12 = \$16,404.24)*
- **Along with the Leisure and Recreation Report you'll also get-FREE City Update** – Once per month, we'll invite a City representative to do a 7:30 a.m. chat. The value of each chat is \$776.52 (x12 = (\$9,318.24)
- CJTT has been making sure to share the City's posts on our Social Media (road work, road closures, bus scheduling etc) immediately when notified by Sarah as a bonus to the City.

Full value of this contract \$91,076.52

Your cost is \$2,228.75 + HST per month

(x 12 months) \$26,745.00

Total discounted savings to the City \$64,331.52

Accepted by: _____

Dated: _____

CJTT FM is offering the City the additional opportunity of locking in this contract rate for a **three-year period – February 2025 to January 2028. This contract can be cancelled with 60 days written notice by either party.

