



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 21, 2023 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Agenda

Land Acknowledgement

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

6. Review and adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular Meeting of Council – February 7, 2023

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

- a) Potential Disposition of Land

Applicant: Abdul Khaliq

Property: Portion of Dymond Crescent

Purpose: The Applicant is seeking to purchase a portion of Dymond Crescent to join two individually owned properties to facilitate the development of a Residential Rental project.

- b) Potential Disposition of Land

Applicant: Northern College

Property: Ethel Street/Hardy Avenue

Purpose: The applicant is seeking to purchase a portion of Ethel Street to include the remaining portion of the land into Northern College holding to maintain access onto the remainder of the property. In doing so, the unopened portion of Hardy Avenue would be considered land-locked, therefore the municipality requested the applicant consider the acquisition of Hardy Avenue.

8. Question and Answer Period

9. Presentations / Delegations

10. Communications

- a) Michelle Caron, Communications and Executive Coordinator, DTSSAB

Re: Q4 2022 Report and Board Announcement Media Release

Reference: Received for Information

- b) Guy Bilodeau, Board Chair, Centre de Sante Communautaire du Temiskaming

Re: Request for Support, Concerns with limited Phlebotomy Services; Letter to the Honourable Sylvia Jones, Minister of Health of Ontario

Reference: Received for Consideration of Support

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) & b) in accordance with agenda references.

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 19, 2023

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Climate Change Committee meeting held on January 24, 2023; and
- b) Minutes of the Building Maintenance Committee meeting held on February 7, 2023

13. Reports by Members of Council

Transit Update

14. Notice of Motions

15. New Business

- a) **Memo No. CS-004-2023 – Deeming Application – E. Lavallee**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the owner of 29 King Street would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M67NB LOTS 18 TO 30 PT LOTS 21 TO 29 BLK M PCLS 23207, 13943, 11452SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary Deeming By-law for consideration at the February 21, 2023 Regular Council meeting.

b) **Administrative Report CS-006-2023 – Disposition of Land – TIME Ltd.**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-006-2023;

That Council directs staff to prepare the necessary by-laws to enter into an Offer of Purchase and Sale Agreement in the amount of \$4,250.00 plus all associated costs between the City of Temiskaming Shores as Vendor, and TIME Ltd. as the Purchaser, for consideration at the February 21, 2023 Regular Council meeting.

c) **Memo No. 005-2023-CS – Request for Lease of Laneway – District of Timiskaming Social Services Administration Board – 183 Broadwood Avenue - Zack's Crib**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2023-CS for information purposes; and

That Council for the City of Temiskaming Shores hereby approves/denies the request for the lease of the laneway adjacent to 183 Broadwood Avenue.

d) **Administrative Report RS-002-2023 – Bucke Park Operators**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-002-2023;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Sylvain G. Gelineau for services to operate Bucke Park in the amount of \$18,250 plus applicable taxes, for consideration at the February 21, 2023 Regular Council meeting; and further,

That Council directs staff to prepare a report and analysis of the long-term operator and lease option in alignment with the Recreation Master Plan.

e) **Administrative Report RS-003-2023 – Splash Pad Completion – RFP Award**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-003-2023;

That Council directs staff to include the Rotary Splash Pad project in the 2023 Capital Budget at an upset limit of \$235,000; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Diamond Head Sprinklers Inc. for the completion of the Rotary Splash Pad in the amount of \$225,000, plus applicable taxes, for consideration at the February 21, 2023 Regular Council meeting.

16. **By-laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2023-017 Being a by-law designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision for 29 King Street

By-law No. 2023-018 Being a by-law to authorize the Sale of Land being Lots 226-230 on Plan M73NB Bucke Township to TIME Ltd.

By-law No. 2023-019 Being a by-law to enter into an Agreement with Sylvian Gelineau for the Operation of Bucke Park Campground for the 2023 Operating Season

By-law No. 2023-020 Being a by-law to enter into an agreement with Diamond Head Sprinklers Inc. for the completion of the Rotary Splash Pad

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2023-017

By-law No. 2023-018

By-law No. 2023-019; and

By-law No. 2023-020

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

17. Schedule of Council Meetings

- a) Regular Meeting of Council – March 7, 2023 at 6:00 p.m.
- b) Regular Meeting of Council – March 21, 2023 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2023-021** being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **February 21, 2023** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2023-021** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 7, 2023 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

MINUTES

Land Acknowledgement

We acknowledge that we live, work, and gather on the traditional and unceded Territory of the Algonquin People, specifically the Timiskaming First Nation.

We recognize the presence of the Timiskaming First Nation in our community since time immemorial and honour their long history of welcoming many Nations to this beautiful territory and uphold and uplift their voice and values.

1. Call to Order

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

2. Roll Call

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme, Jesse Foley, Ian Graydon, Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson

Present: Amy Vickery, City Manager
Kelly Conlin, Municipal Clerk
Shelly Zubyck, Director of Corporate Services
Matt Bahm, Director of Recreation
Steve Burnett, Manager of Environmental Services
Steve Langford, Fire Chief
Brad Hearn, IT Administrator

Regrets:

Media: 2

Members of the Public: 2

3. Review of Revisions or Deletions to Agenda

Item deemed as Time Sensitive

Under By-Laws:

Addition of Building Inspector Appointment as By-Law 2023-014; with the numbering of subsequent By-Laws adjusted accordingly.

4. Approval of Agenda

Resolution No. 2023-021

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Pelletier-Lavigne has declared an in-direct Conflict of Interest on Administrative Report RS-001-2023; Facility Fee Waiver Policy and Corresponding By-Law 2023-013 as her employer will make requests for free use of City facilities from time to time.

6. Review and adoption of Council Minutes

Resolution No. 2023-022

Moved by: Councillor Foley

Seconded by: Councillor Graydon

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

a) Regular Meeting of Council – January 17, 2023

Carried

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

None

8. Question and Answer Period

Yvon Desjardins, Radley Hill Road; asked a question of Council relating to his concerns with an ONR Railway Crossing Sign that was placed near the entrance to his home, which he indicates is causing line of sight issues when he is exiting his home onto Radley Hill Road. Mayor Laferriere thanked Yvon for his question and indicated he would provide this information to the appropriate staff for discussion with the ONR and follow up.

9. Presentations / Delegations

None

10. Communications

a) Sheila Randall, Earlton-Timiskaming Regional Airport
Re: Managers Report for November & December 2022
Reference: Received for Information – Jan. 20, 2023

b) Sheila Randall, Earlton-Timiskaming Regional Airport: 2023 01 20
Re: December 2022 Financials
Reference: Received for Information – Jan. 20, 2023

c) Cecil Starr, Area Forestry Technician, Hydro One
Re: Vegetation Maintenance Program & Area Map - 2023
Reference: Received for Information – Jan. 31, 2023

Resolution No. 2023-023

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) through c) in accordance with agenda references.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2023-024

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on October 26, 2022; and
- b) Draft Minutes of Temiskaming Transit Committee meeting held on January 17, 2023

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

ROMA Report – Councillor Mark Wilson

Councillor Wilson provided a brief report on their recent attendance at the ROMA Conference; Councillor Wilson highlighted the delegation meetings with the Ministry of Transportation relating to Highway 11, keynote speakers; and information sessions that were attended. Councillor Wilson indicated that it was a very successful conference, and he appreciated the opportunity to represent the City.

ROMA Report – Mayor Jeff Laferriere

Mayor Laferriere congratulated Councillor Wilson on being appointed to the ROMA Board at the Conference. Mayor Laferriere spoke about the joint delegations that were undertaken with the Town of Kirkland Lake relating to the Community Safety and Well Being Plan; and developments in the Unorganized Areas.

ROMA Report – Councillor Danny Whalen

Councillor Whalen noted the appreciation from the Ministers relating to the joint presentations made by the City of Temiskaming Shores and the Town of Kirkland Lake. Councillor Whalen has in attendance on behalf of the Federation of Northern Ontario Municipalities (FONOM); however still represents the City's interests.

ROMA Report – Councillor Melanie Ducharme

Councillor Ducharme thanked the City for the opportunity to attend the Conference and congratulated Councillor Wilson on his nomination to the ROMA Board; Councillor Ducharme also congratulated Temiskaming Shores resident and PHD Candidate Amanda Mongeon, who was in attendance at ROMA and spoke as part of a panel on rural health care.

14. Notice of Motions

None

15. New Business

- a) **Memo No. 003-2023-CS – Amendment to By-Law 2022-185 - Community Representatives to various Committees and Boards**

Resolution No. 2023-025

Moved by: Councillor Graydon

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2023-CS; and

That Council directs staff to prepare the necessary by-law to amend By-Law 2022-185 to appoint Community Representatives as outlined in the memo to the BIA Board and Age Friendly Committee for consideration at the February 7, 2023 Regular Council meeting.

Carried

b) **Administrative Report CS-004-2023 – Post Election Accessibility Report**

Resolution No. 2023-026

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-004-2023 for information purposes.

Carried

c) **Administrative Report CS-005-2023 – Disposition of Land – E. Lavallee**

Resolution No. 2023-027

Moved by: Councillor Foley

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-005-2023;

That Council directs staff to complete the disposition of municipal road allowances, being:

- a. Andrews Street on Plan M-67NB, legally identified as 61354-0365; and
- b. Unnamed Street on Plan M-67NB, legally identified as 61354-0553

in accordance with By-law No. 2015-160; and

That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Sale Agreement in the amount of \$2,500.00 plus all associated costs between the City of Temiskaming Shores as Vendor, and Edward Lavallee as Purchaser, for consideration at the February 7, 2023 Regular Council meeting.

Carried

d) **Memo No. 001-2023-PPP – 2022 Fire Department Annual Report**

Resolution No. 2023-028

Moved by: Councillor Wilson

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2023-PPP – 2022 Fire Department Annual Report for information purposes.

Carried

e) **Administrative Report No. PPP-002-2023 – Appointment of Volunteer Firefighter**

Resolution No. 2023-029

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-002-2023; and

That Council hereby appoints Alain Duguay as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program

Carried

f) **Memo No. 002-2023-PW – Amendment to By-Law 2022-051 - Supply and Delivery of Liquid Calcium**

Resolution No. 2023-030

Moved by: Councillor Foley

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2023-PW; and

That Council directs staff to prepare the necessary by-law to amend By-Law 2022-051 to extend the agreement with Pollard Distribution for the Supply and Delivery of Liquid Calcium for 2023 at a price of \$ 0.363 per litre, plus applicable taxes for consideration at the February 7, 2023 Regular Council meeting.

Carried

g) **Memo No. 003-2023-PW – Amendment to By-Law 2022-072 – Sidewalk and Curb Repairs**

Resolution No. 2023-031

Moved by: Councillor Ducharme

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2023-PW; and

That Council directs staff to prepare the necessary by-law to amend By-Law 2022-072 to extend the agreement with Pedersen Construction for Sidewalk and Curb Repairs for 2023 at a price of \$1.89/ sq. metre for sidewalks and \$189.00/metre for curbs and gutters plus applicable taxes for consideration at the February 7, 2023 Regular Council meeting.

Carried

h) **Memo No. 002-2023-RS – Haileybury Fire Station Update**

Resolution No. 2023-032

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2023- RS for information purposes.

Carried

i) **Memo No. 003-2023-RS – Appointment of Chair for Climate Change Committee**

Draft Resolution No. 2023-033

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2023- RS for information purposes; and

That Council hereby appoints Councillor Ian Graydon as the Chair of the Climate Change Committee for the 2022-2026 Term of Council.

Carried

**Councillor Pelletier-Lavigne has declared an In-Direct Conflict of Interest; therefore, will not participate in the discussion or voting on this matter.*

j) **Administrative Report No. RS-001-2023 – Facility Fee Waiver Policy**

Draft Resolution No. 2023-034

Moved by: Councillor Whalen

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-001-2023; and

That Council directs staff to prepare the necessary by-law to adopt the Facility Fee Waiver Policy for consideration at the February 7, 2023 Regular Council meeting.

Carried

**By-Law 2023-013 will be dealt with separately as Councillor Pelletier-Lavigne has declared an In-Direct Conflict of Interest*

16. By-laws

Resolution No. 2023-035

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2023-013 being a By-Law to adopt a Facility Fee Waiver Policy for the City of Temiskaming Shores be hereby introduced and given first and second reading.

Carried

Resolution No. 2023-036

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that:

By-law No. 2023-013 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Resolution No. 2023-037

Moved by: Councillor Foley

Seconded by: Councillor Ducharme

Be it resolved that:

- | | |
|---------------------|--|
| By-law No. 2023-006 | Being a by-law to amend By-law No. 2022-185 to appoint community representatives to various Committees and Boards for the 2022-2026 Term of Council |
| By-law No. 2023-007 | Being a by-law to Stop up and Close a Roadway – Andrews Street, on Plan M-67 NB, legally identified as 61354-0365 |
| By-law No. 2023-008 | Being a by-law to Stop up and Close a Roadway – Unnamed Street on Plan M-67 NB, legally described as 61354-0553 |
| By-law No. 2023-009 | Being a by-law to authorize the Sale of Land - Andrews Street on Plan M-67NB, legally identified as 61354-0365 to Edward Lavallee |
| By-law No. 2023-010 | Being a by-law to authorize the Sale of Land-Unnamed Street on Plan M-67NB, legally identified as 61354-0553 to Edward Lavallee |
| By-law No. 2023-011 | Being a by-law to amend By-Law 2022-051 to enter into an agreement with Pollard Distribution Inc. for the supply, delivery and application of Liquid Calcium Chloride |
| By-law No. 2023-012 | Being a by-law to amend By-Law 2022-072 to enter into an agreement Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services |
| By-law No. 2023-014 | Being a by-law to appoint a Building Inspector - Francis Rivard and repeal By-Law 2022-165; |
| By-Law No. 2023-015 | Being a by-law to appoint a Chief Building Official-Melvin Bursey |

be hereby introduced and given first and second reading.

Carried

Resolution No. 2023-038

Moved by: Councillor Ducharme

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that:

By-law No. 2023-006

By-law No. 2023-007

By-law No. 2023-008

By-law No. 2023-009

By-law No. 2023-010

By-law No. 2023-011

By-law No. 2023-012

By-law No. 2023-014; and

By-law No. 2023-015

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

Carried

17. Schedule of Council Meetings

- a) Regular Meeting of Council - February 21, 2023 at 6:00 p.m.
- b) Regular Meeting of Council – March 7, 2023 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

None

20. Confirming By-law

Resolution No. 2023-039

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Be it resolved that By-law No. **2023-016** being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **February 7, 2023** be hereby introduced and given first and second reading.

Carried

Resolution No. 2023-040

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that By-law No. **2023-016** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2023-041

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Whalen

Be it resolved that Council hereby adjourns its meeting at 6:45 p.m.

Carried

Mayor

Clerk

Application to Purchase Municipal Land



Background

- Application from Abdual Khaliq, to purchase a portion of Dymond Crescent between Broadwood Avenue and Davidson
- The Applicant is seeking to purchase a portion of Dymond Crescent in order to join two individually owned properties to facilitate the development of a Residential Rental project
- It should be noted that any development proposals relating to the owned adjacent properties and/or Dymond Crescent will be subject to any required Planning applications, which may include a Zoning By-Law amendment and site plan control

Disposition of Land By-law No. 2015-160

Section 3 – Disposal Method

Direct disposition with the applicant

Section 4 – Determination of Value

The applicant is seeking the municipal land at no cost

Based on discussions with the Corporate Services Committee, it is recommended that a purchase price be based on comparable land sales in recent months, if approved

Section 6 – Public Meeting Notice

Notice via City Bulletin and Mail Notice to abutting property owners.

Application to Purchase Municipal Land

Additional Information

- **City Planner** noted that the developers' current adjacent properties on either side of this road allowance are designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and are zoned Community Facilities (CF) in the City of Temiskaming Shores Zoning By-law. It is anticipated that the developers will be applying for a Zoning By-law amendment in the future and additional requirements for any future development will be addressed through that process. The Dymond Crescent road allowance currently separates the two pieces of property, and the purchase of the road allowance will allow the property to be treated as one piece for future development and will allow access to the rear portion of the property
- **Manager of Transportation** noted that it would be a requirement of the applicant to maintain their property and any purchased roadway year-round. It should also be noted that any proposed development of this property may require a Traffic Impact Study.
- **Economic Development Officer** noted that this is a good development opportunity as our community has a significant shortage of rental properties.
- **City Manager** noted when considering the application that the deeming of the section of Dymond Cres be conditional on an approved site plan, development and construction. A firm conditional provision could also be built into the transfer (if approved) along with a sunset clause to ensure the parcel described as Lots 215-223 on Plan M29NB does not become land locked should the development not proceed.



Application to Purchase Municipal Land

Written Comments Received:

- 1 – *Letter from Ramsay Law Office, representing owners of an abutting property (provided to Council)*
- 2 – *Letter from Northdale Manor (provided to Council)*
- 3 – *I live directly next to the property 121 owned by the individuals proposing the purchase of the lane way that is proposed to be purchased. It is the intentions of the owner to demolish the school on the property at 121 and put in a parking lot. I would firstly like to hope that all the current property owners that butt up to the laneway will be given the first right to purchase an amount of the lane way. I am also wondering exactly how a residential property is allowed to be turned into a parking lot and a property developed into an apartment building? I do not agree with this sale or the development of an apartment building and parking lot right next to my home. I asked the owner of the property if we could sever the property partially to allow the purchase of a portion as a buffer between the properties and was denied. Please confirm receipt of this email. Thank you*
- 4 – *I'm concerned about the possibility of the purchaser erecting an apartment building which in turn would definitely affect our quality of life and also our privacy. We have lived here for a good part of the last 28 years and it would be a shame to lose all of this at our stage in life*

Application to Purchase Municipal Land



Next Steps – *conditional on public input*

If approved:

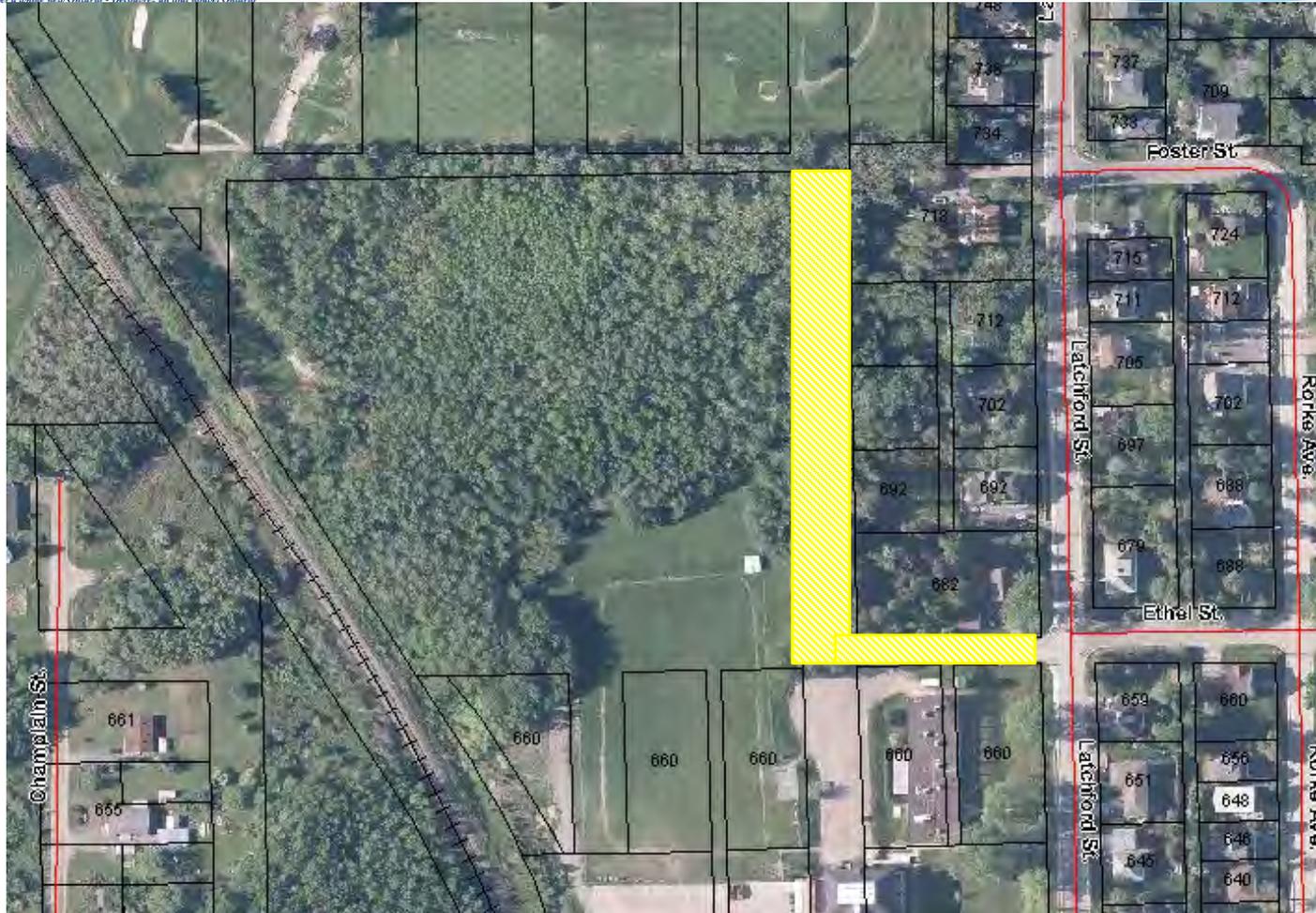
- Adoption of a Stop Up and Close By-law for the portion of the laneway
- Deeming By-law
- Administrative Report and associated By-Law for the Purchase and Sale agreement

Application to Purchase Municipal Land

Background

- Application from Northern College, to purchase a portion of Ethel Street (Parts remaining of Ethel Street, adjacent to Lots 137 and 158 on Plan M54NB, between Hardy Avenue and Latchford Street.
- The Applicant is seeking to purchase a portion of Ethel Street to include the remaining portion of the land into Northern College Holding in order to maintain access onto the remainder of the property.
- In discussions with the City, it was determined that disposing of the portion of Ethel Street as requested, would leave the unopened road allowance of Hardy Avenue in a “land-locked” situation. Staff requested that Northern College consider acquiring Hardy Avenue in addition to the portion of Ethel Street.

Application to Purchase Municipal Land



Disposition of Land By-law No. 2015-160

Section 3 – Disposal Method

Direct disposition with the applicant

Section 4 – Determination of Value

Staff are recommending no cost for the land, however all costs for survey and legal would be assessed to the applicant

Section 6 – Public Meeting Notice

Notice via City Bulletin and Mail Notice to abutting property owners.

Application to Purchase Municipal Land

Additional Information

- The Committee of Adjustment approved a minor variance in late 2022 to allow the construction of an addition to Northern College's Veterinary Services building with the understanding that Northern College would be moving forward with purchasing the remaining portion of the Ethel Street road allowance.
- Given the characteristics and considerations of the area and the road allowances, the Planning Department has no concerns with this proposal and supports the request of Northern College to purchase the remaining portion of the Ethel Street Road allowance and Hardy Avenue. Should the sale proceed it is recommended that a deeming by-law be required in order to ensure all of the lots in the land holding merge on title for the purposes of the Planning Act.

Additional Information Continued

- The applicant acknowledges the requirement for an easement to the easternmost portion of Ethel Street to allow access to the driveway of the neighbouring residential development.

Written Comments Received:

1 - Due to the lack of information provided: " access to their property" can cover a lot of subjects - Road, Parking Lot , just to own it , will this affect my Taxes, will this give the public access though there?

2 - For now I must object to this sale. First of all it makes no sense for the sale if the stated purpose of the proponent is to maintain access to its property. Ethel street and Hardy avenue are roads-roads provide access. If anything, their purchase of the roads would actively obstruct my access to my property - my two lots on Hardy avenue. Not to mention my neighbours' access. Next, as it stands now I technically have two building lots on Hardy avenue that I pay taxes on. What becomes of them for both tax purposes and potential development? What about property value?

Application to Purchase Municipal Land



Next Steps – *conditional on public input*

If approved:

- Adoption of a Stop Up and Close By-law for the portion of the laneways
- Deeming By-law
- Administrative Report and associated By-Law for the Purchase and Sale agreement



Quarterly Report

Q4 - 2022

October 1st - December 31st

Mark Stewart
Chief Administrative Officer

John McCarthy
Chief of EMS

Louanna Lapointe
Ontario Works Manager

Steve Cox
Housing Services Manager

Lyne Labelle
Children's Services Manager

Rachel Levis
Director of Human Resources

Janice Loranger
Director of Finance

Prepared By:
Michelle Caron
Communications and Executive Coordinator

OFFICE OF THE CAO

Below is a summary of key initiatives undertaken by the Office of the CAO in the 4th Quarter, of 2022.



Leadership Mentoring

As the organization undergoes various leadership shifts across the organization, the Office of the CAO continues to provide Leadership mentoring to the following programs:

- Support EMS Leadership, including roll out of Community Paramedicine Program
- Ontario Works
- Housing Services
- Children's Services

Collaboration

The DTSSAB is engaged in various projects with community partners, including actively participating in the Timiskaming Opioid and Poisoning Prevention Task Force, Timiskaming Drug and Alcohol Strategy.

Q4 also saw the attendance at NOSDA and OMSSA, to collaborate with other DTSSAB CAOs in continuous improvement for service delivery in Northern Ontario.

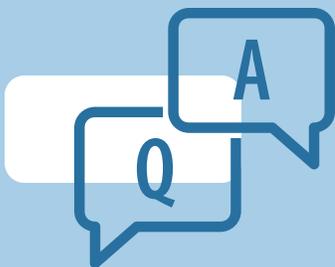
2022 Wrap-Up

With 2022 coming to a close. Leadership worked to take stock of progress towards organizational goals, to thank team members, and to set priorities for 2023.

This included the sole in-person meeting of the 2022 DTSSAB Board members, a 2022 Wrap-Up Meeting for Senior Leadership, and a Years of Service Event for all staff that was held in Englehart.

Preparation for Onboarding of New Board

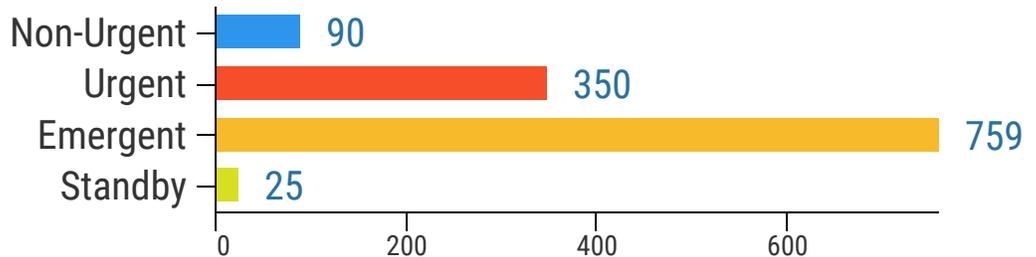
The tail end of 2022 was spent preparing onboarding materials for the new Board. This involved the creation of public facing documents that provide a high-overview of the organization as a whole, as well as a review of current Board processes and communications. This initiative was lead in collaboration with the Communications and Executive Coordinator.



Emergency Medical Services and Community Paramedicine



2022 Q4 Call Volume



Code 4 - Emergent

These calls are emergencies and require immediate, life-saving care. They take the highest priority.

Code 3 - Urgent

Calls that could lead to a life threatening condition, but the patient is presently stable.

Code 2 - Scheduled

Patient is stable and needs to attend a scheduled appointment for care.

Code 1 - Non-Urgent

Patient is stable and may need support and/or transportation to hospital for admission.

Code 8- Stand By.



Service Review

As per the *Ontario Ambulance Act* the Ministry of Health conducts an Ambulance Service Review every 3 years. DTSSAB EMS' review was done virtually in Q4, completed through communication and document submission. DTSSAB EMS Leadership has worked cooperatively and diligently to submit the report by first week of January 2023. Successful completion of this review is needed in order to maintain our license to operate municipal ambulance service.

Base Hospital Training

Annual recertification training took place for all frontline active DTSSAB paramedics. This training is a collaborative with in-house training and base hospital. Paramedic delegated *patient care skills* training was conducted, this included the introduction of three new medications that the paramedics will be able to administer.



Community Involvement

With an unprecedented demand for local food banks, DTSSAB EMS and staff participated in numerous food drives. The holiday season also marked the annual involvement in the NEOFACS Toy Drive and participation in local parades.



Community Paramedicine Long-Term Care Q4 Stats

Program Development of the Community Paramedicine Program this quarter included:

- Launched a Pilot Project for the first Medical Directive: Congestive Heart Failure
- Partnership with Community Paramedicine Clinic at McMaster University
- Wellness Clinics - October 25th and November 24th.

156

Active Clients

732

Number of home visits

16

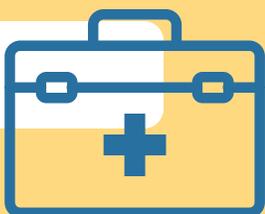
Number of virtual visits

30

Number of referrals of clients to additional services

509.25 hours

Estimated time providing Long-Term Care Services to clients



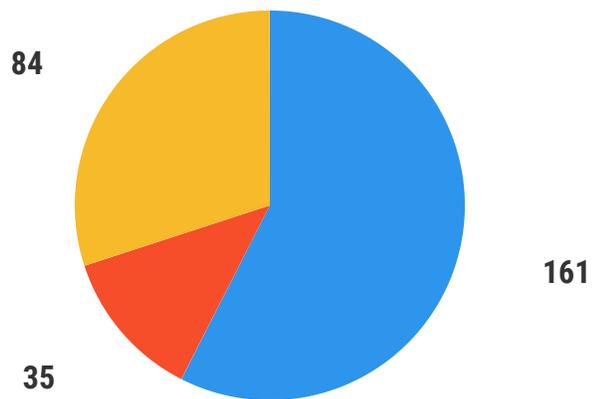
ONTARIO WORKS

Below are highlights of Ontario Works program's fourth and final quarter for 2022 (October, November and December 2022). Included are the performance, operation and delivery standards as well as an update on staff activities.

Application for Assistance and Approvals

There has been an increase in applications the past quarter in new applications. Applicants are stating they are unable to find suitable employment.

Caseload Turnover in Q4 - Total 280



- New Applications
- Number of Cases Exiting to Employment
- Number of Cases Terminated for other reasons

Average Caseload
in Q4

620

Average # of
Beneficiaries Q4

1,062

Average % of Cases
with Earnings in Q4

7.3%



Secure
direct bank deposit
for people receiving
social assistance

Ontario Works Service Delivery Plan

The Ontario Works team have been preparing for Electronic Document Management (EDM). All current files at both the North and South office are in the process of review and purging. Once completed, files will be sent to a digital mailroom where files will be uploaded to our Social Assistance Management Systems program (SAMS). This model was developed as part of the Ministry’s Social Assistance Reform mandate. Electronic Document Management provides the foundational base for enhanced user experience, administrative efficiencies and process optimization through the digitization of paper into digital records assessable through the SAMS. Caseworkers will be able to view, download and edit documents, upload digital-born documents directly through SAMS. The Ministry implemented EDM to help make file management more efficient, enable staff to spend more time working with people who receive social assistance and reduce costs associated with the handling and storage of paper documents. Our target date is March 1, 2023.

Accerta Worx eligibility verification will be simplified. Accerta Worx provides confirmation of eligibility to service providers (Dental and Vision) for Ontario Works and Ontario Disability Support clients. We are going paperless effective April 1, 2023. Going paperless will eliminate the need for paper eligibility cards and aligns with the Ontario government’s modernization initiatives. It will streamline the client’s experience and leave more time for client-facing activities. This will also cut down our talk time by reducing our office’s call volumes from providers and clients regarding eligibility.

Professional Development

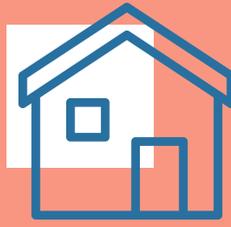
Due to the hiring of 5 new Caseworkers, Ontario Works leadership retained a facilitator from Ontario Municipal Social Services Association. The training took place at the South Office on October 25, 26th and 27th, 2022.



Average Caseload Trend



HOUSING SERVICES

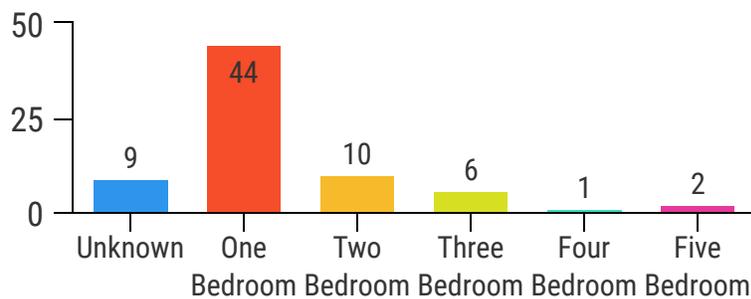


Centralized Wait List

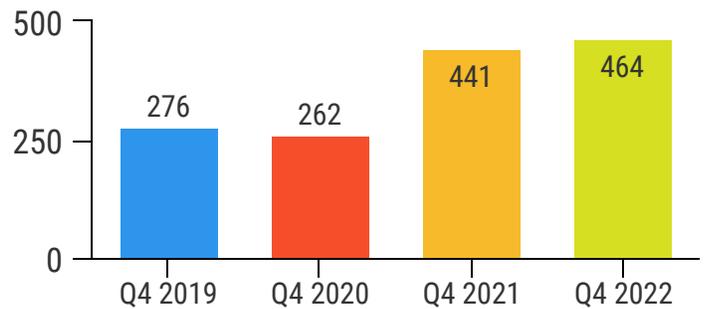
Throughout the fourth quarter of 2022 the Housing Services received 72 new applications seeking housing in our District. This is a decrease of 35 % from the same period in 2021. Over this period 28 of the 72 applications were online and of the applications were in paper format. This is a 39 % - 61 % split.

Our online application was rolled out in August of 2021 and has been active for 16 months.

Application Activity Based on Bedroom Size in Q4



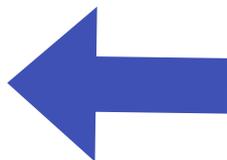
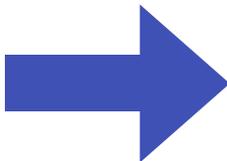
Four Year Comparison for Q4



Unit Vacancy

Vacancies vary from month to month and are difficult to forecast. In the fourth quarter of 2022, the Housing Services Program saw 30 Move outs and 26 Move ins.

25 Move Outs



17 Move Ins

Timiskaming By-Name List Update

Since the completion of the Enumeration Count in 2021 – we have had a total of 70 individuals on BNL for the Timiskaming District. The following is an update of the status of those individuals:

94

individuals on the list since December 2021

52

Individuals assisted through the Homelessness Prevention Program (HPP)

\$104,956.65

Total amount of funding used to assist individuals

Special Priority Status

As per provincial guidelines, Special Priority Program (SPP) status is reserved for individuals eligible for Rent-Geared-Income (RGI) assistance who are victims of abuse or human trafficking. 11 individuals were granted SPP status in 2022 – 6 were housed – 3 are waiting to be housed and 2 have just started the application process.

Abused being defined as any of the following:

- One or more confirmed incidents or physical or sexual violence, controlling behavior.
- Intentional destruction of/or intentional injury to property
- words, actions, or gestures that threaten a household member to fear for his/her safety and are done by a specific individual
- trafficking of the member done by an individual

Trafficking being defined as any of the following:

- one or more confirmed incidents of recruitment, transportation, transfer, harboring or receipt of the member by improper means, including force, abduction, fraud, coercion, deception, and repeated provision of a controlled substance, for an illegal purpose including sexual exploitation or forced labor

2022 Capital Projects Profiles

100 Market Street - New Shingles

100-154 Market Street - New Entrance Carpet

42 Churchill Drive - Key Fob Entry System

As there are a number of tenants in this building with accessibility needs, we have installed a Key Fob entry system – this will make it easier for tenants with wheelchairs, walkers, or other barriers to enter the building. Braille signage has also been added to all the exits, common areas.

Other Capital Projects

Various flooring and kitchen cabinetry upgrades in numerous buildings. Exterior door replacements and hot water tank replacements at selected Kirkland Lake family units. Various outdoor landscaping improvements at family units.



Hope Haven Project



The District of Timiskaming Social Services Administration Board is committed to supporting individuals in need in the district with integrity and respect. This commitment brought us to this innovative partnership with the Salvation Army and the creation of Hope Haven transitional house.

This partnership is partially funded through Ontario's Social Services Relief Fund and Homeless Prevention Program. These provincially funded programs provide housing and support services for individuals at risk or experiencing homelessness. The objective of the program is to prevent, address, and reduce all forms of homelessness, including chronic homelessness.

Transitional housing is key to this effort in providing a supportive, yet temporary type of accommodation meant to bridge the gap from homelessness to permanent housing. Hope Haven addresses this gap by providing a six-bed transitional home for men in addition to the Salvation Army's Pathway of Hope program. The program includes life skills development and daily living support, such as budgeting, assistance with personal care, housekeeping, laundry, cooking, education, and income support.

Hope Haven was a family duplex that was renovated into this 6-bedroom facility. The wall on the main floor was removed and the kitchen was renovated. Also added to the first floor was an office and washroom. The center wall remains in the basement where one side has lockers and laundry facility for the clients and the other side has the new HVAC system and laundry facilities for the housekeeping. The center wall also remains on the 2nd floor where there is a bathroom and 3 bedrooms on each side.

Fire Safety Session

The Kirkland Lake Fire Department joined tenants and members of the Housing Services Team to host a Fire Safety Session at 60 Fifth Street in December 2022. Topics covered included being mindful when cooking on the stove to ensure that you are not overloading electrical circuits and making sure your extension cords are CSA approved. In 2023, there will be more fire safety sessions planned at other buildings as it was well received by tenants.



CHILDREN'S SERVICES

Canada-Wide Early Learning Child Care (CWELCC)



The Children's Services Program is pleased to announce that **100%** of Child Care Providers in the district of Timiskaming have opted in to the CWELCC system. Families and children in our communities are already benefiting from reduced child care costs.

Ontario's vision for the CWELCC system is permitting more families in Ontario have access to **high quality, affordable and inclusive** early learning and child care, regardless of where they live. Under the CWELCC agreement with the Government of Canada, Ontario has been funded to support the creation of 86,000 new licensed child care spaces by December 2026.



The DTSSAB's Children's Services Program has advanced \$419,844 in CWELCC funding to participating providers to cover parental rebates. Moving forward, funds will be flowed to Providers on a monthly basis based on submitted Claim Forms for eligible reimbursements.



Let the Rivers Flow: Responsive Early Childhood and Community Inclusion

On November 2 to 4, 2022, Children's Services staff attended a three-day session in Elk Lake. **Let The Rivers Flow**, a gathering of indigenous and allied communities, youth, professionals, and families with children from across Canada.

The Inclusive Early Childhood Service System (IECSS) Project is a partnership between Toronto Metropolitan University, Guelph University, McMaster University, Carlton University, several municipal governments (Wellington County, City of Toronto, District of Timiskaming Social Services administration Board, City of Hamilton) and organizations (Brandon Friendship Centre, Childcare Resource and Research Unit, Comox Valley Child Development Association, Native Child and Family Services, Niwas Niwas Kendaaswin Teg, Keepers of the Circle, Toronto District School Board, Yellowknife Women's Society and Macauley Child Development Centre.

ECE Compressed Program

DTSSAB, Northern College, and College Boréal, are partnering in the creation of a local Compressed Early Childhood Educator Program. The program will make it possible for 6 individuals in the district, presently working in the child care field, to continue their education to become a Registered Early Childhood Educator in the span of 16 months as opposed to two years.

Ontario is experiencing a critical shortage of Early Years and Child Care professionals. The Provincial and Federal government announced a \$13.2 billion agreement to lower childcare fees to \$10/day by Fall 2025. To meet demand, Ontario plans to create 86,000 new licensed child care spaces. The District Services Board funded ECE Program Project has been designed to support recruitment and retention strategies across the North to meet this objective.

DTSSAB will be sponsoring 6 students, employed across the district at Englehart and Area Child Care and Keepers of the Circle, to complete the program. The hybrid format of the program (synchronous and asynchronous) will allow the students to continue to support their respective child care centres during high demand periods, such as before and after school. The compressed program has 4 semesters, beginning January 9th and culminating in Winter 2024, ending with Early Childhood Educator Field Work Placement. Tuition and fees, including books, will be fully funded by the DTSSAB for registered students. The students will also receive their current hourly wage for work hours and school hours to a maximum of 40 hours per week.

This innovative partnership provides the opportunity to increase the capacity for child care in the Timiskaming district. The flexibility of delivery, made possible through Northern College and College Boréal, creates a feasible option for individuals who wish to continue their education but also wanted to keep supporting their day care centres.



2022 Truth & Reconciliation Day

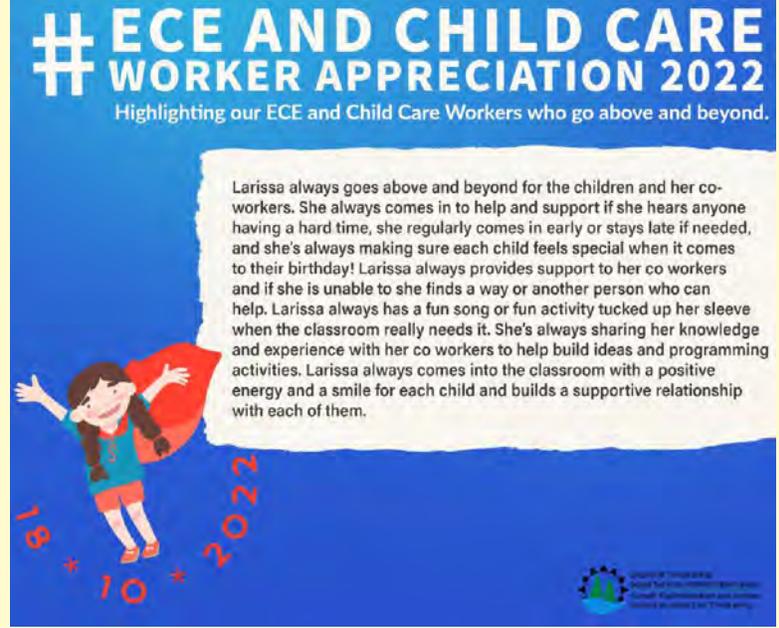
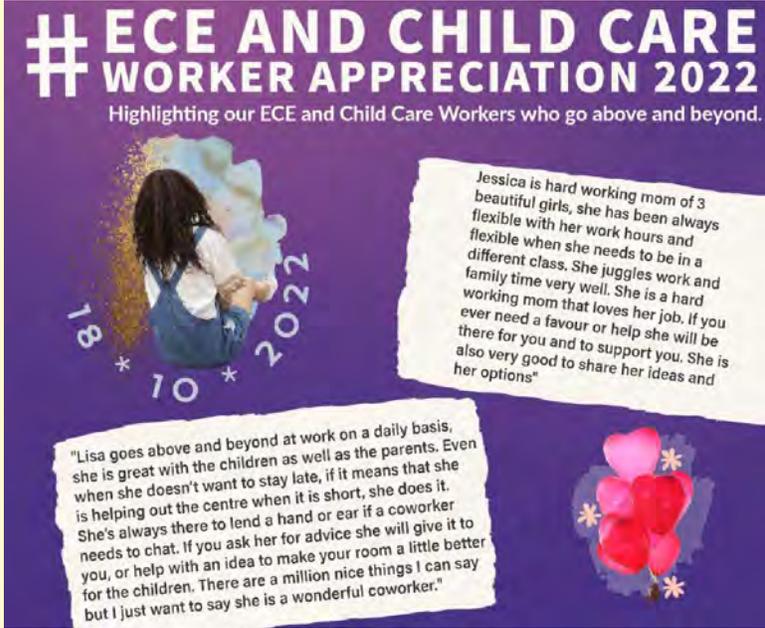
On September 30, 2022, members of the Beaverhouse First Nation in partnership with Keepers of the Circle hosted the second annual “Every Child Matters” Pow Wow on the national Day for Truth and Reconciliation at Civic Park in Kirkland Lake. Children’s Services Program staff attended this day for reflection.

2022 National Children’s Day

On November 20, 2022 Child Care Providers in the district celebrated National Children’s Day. Various activities took place in individuals child care centers such as movies and popcorn, cooking groups, outdoor activities and field trips.

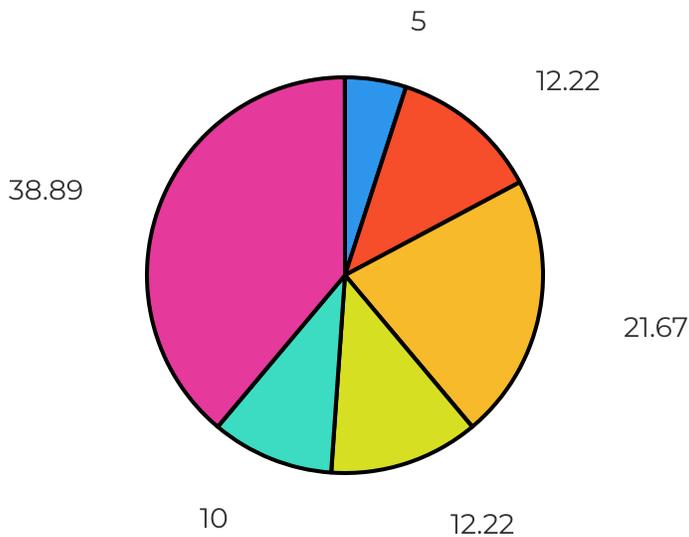
ECE and Child Care Worker Appreciation Day

On October 20, 2022, we celebrated Timiskaming Child Care staff by hosting a dinner in the central part of the district. Attendees heard guest speaker; Dr. Jean Clinton talk about the importance of the work they do and the impact they have on children. Attendees also received a copy of Jean Clinton, MD's book "Love Builds Brains".



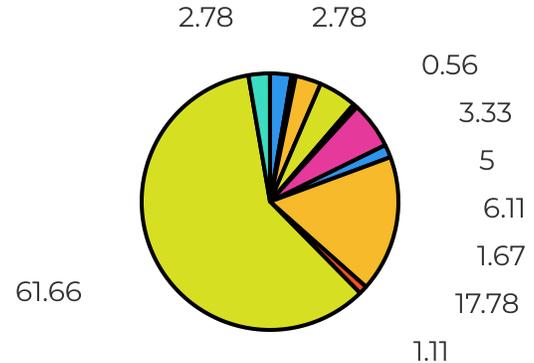
Child Care Fee Subsidy

Percentage of Children Receiving Fee Subsidy By Age



- Infant (0-18 months)
- Toddler (19-30 months)
- Preschool (31 months - 4 years)
- JK (3.8 - 5 years)
- SK (4.8 - 6 years)
- School Age (5.8 + years)

Percentage of Children Receiving Fee Subsidy By Municipality



- Armstrong Township
- Chamberlain Township
- Charlton Dack
- Town of Cobalt
- Township of Coleman
- Town of Englehart
- Hilliard Township
- Town of Kirkland Lake
- McGarry Township (Larder Lake, Virginiatown)
- Temiskaming Shores
- Armstrong Township

HUMAN RESOURCES

Key non-confidential HR Q4 initiatives and/or activities included, but were not limited to:

WSIB Excellence Program

Following the successful completion of four WSIB Excellence Program components in 2022, the HR Department has worked with the Public Services Health and Safety Association (PSHSA) to determine the next modules for completion, as we continue with the program in 2023.

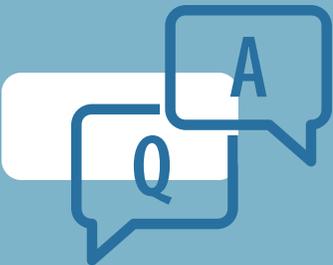
Recognition of hazards; risk assessment; control of hazards; injury/illness and reporting; as well as incident investigation and analysis have been selected as high impact/high return areas of focus for the next phases of the program.

Upcoming Collective Bargaining - CUPE

In planning for collective bargaining with our non-EMS unionized staff, represented by the Canadian Union of Public Employees (CUPE), the leadership team has started to discuss proposals for negotiations in mid-February 2023. The CUPE collective agreement expired December 31, 2022.

Support to EMS Program

Human Resources assisted the EMS program by providing staffing support, as well as preparing for upcoming recruitment/onboarding of new Part-Time Paramedics and Community Paramedics.



Closing Date	Position	Recruitment Status	Details & Comments
Oct 05/22	Ontario Works Ontario Works Caseworker (North)	Filled externally, Temporary full-Time	Vacancy due to extended absence
Oct 06/22	Emergency Medical Services Community Paramedicine Alternates x2	Filled internally - Temporary part-time	Additional staffing due to program demands
Dec 16/22	Emergency Medical Services Commander of Community Paramedicine	Ongoing into 2023, Temporary full-time	Dedicated leader resource for program development
Dec 16/22	Emergency Medical Services District Float Paramedics	Ongoing into 2023, part-Time	Due to internal movement/coverage requirements
Dec 23/22	Emergency Medical Services Community Paramedic - North	Filled internally - Temporary full-time	Vacancy due to internal movement



District of Timiskaming
Social Services Administration Board
Conseil d'administration des services
sociaux du district de Timiskaming

MEDIA RELEASE

2023-01-20

For Immediate Release

DTSSAB Holds Inaugural Meeting and Welcomes New Board

The District of Timiskaming Social Services Administration Board (DTSSAB) welcomed their new Board on January 19th, 2023. Derek Mundle, the representative of Area 2, was re-elected Chair, and Pat Kiely, from Area 1, was appointed Vice-Chair.

The 2023 Board is comprised of five returning Board members, including Board Chair Derek Mundle from Evanturel, Vice-Chair Pat Kiely from Kirkland Lake, Clifford Fielder from Harley Township, Ian Macpherson from the Territories Without Municipal Organization (TWOMO) North, and Jesse Foley from the City of Temiskaming Shores. The DTSSAB welcomes four new Board members, Jeff Laferriere from the City of Temiskaming Shores, Lois Perry from Coleman Township, Mary Jo Lentz from TWOMO South, and Rick Owen from Kirkland Lake.

"I am happy to be returning as Chair for DTSSAB, continuing with the work we started last term," said Chair Derek Mundle, "I look forward to continuing to work in partnership with the DTSSAB team to support the delivery of required services in the Timiskaming district."

"We welcome the opportunity to connect with returning and new Board members and convey the importance of the DTSSAB's Vision, Mission, and Values and the services we provide. The Board serves as an essential role representing and communicating on behalf of the municipalities and territories they represent," Mark Stewart, Chief Administrative Officer.

The next meeting of the DTSSAB Board will be held on February 1st, 2023, at the Evanturel Township Hall, where the Board will continue their onboarding and be presented with program specific orientations and budgets.

The 2023 Board Meeting Schedule was approved at the meeting and can be found at www.dtssab.com, along with past Board Minutes, upcoming Board Agendas, and Board Governance By-Laws and Policies.

Any further queries can be directed to: communications@dtssab.com



District of Timiskaming
Social Services Administration Board
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MEDIA RELEASE



**Centre de santé
communautaire
du Témiskaming**

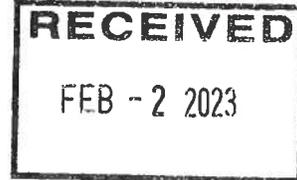
- SIÈGE SOCIAL**
20, rue May Sud, C. P. 38
New Liskeard (Ontario) P0J 1P0
☎ 705 647-5775
Administratif :
☎ 705 647-6011
Services de santé :
☎ 705 647-5941
Sans frais : 1 800 835-CSCT

POINTS DE SERVICE

- Earlton**
1, 9^e rue, C. P. 1
Earlton (Ontario) P0J 1E0
☎ 705 563-8110
☎ 705 563-8130
- Kirkland Lake**
22, rue Water, C. P. 40
Kirkland Lake (Ontario) P2N 3M6
☎ 705 567-1414
☎ 705 567-1422
- Larder Lake**
1, 15 Godfrey, C. P. 149
Larder Lake (Ontario) P0K 1L0
☎ 705 643-2442
☎ 705 643-2162
- Virginiatown**
61, rue Connell, C. P. 159
Virginiatown (Ontario) P0K 1X0
☎ 705 634-2223
☎ 705 634-2180

*Vaut mieux prévenir
que guérir...*

18 janvier 2023



Jeff Laferrière, maire,
Membres du conseil,
Temiskaming Shores

Le Conseil d'administration du Centre de santé communautaire du Témiskaming désire vous partager de ses inquiétudes vis-à-vis le manque d'accès à des services de prélèvements sanguins dans la région Nord du Témiskaming. Une copie d'une lettre envoyée à l'honorable Sylvia Jones, ministre de la Santé est en pièce jointe. Nous aimerions vous encourager à vous joindre à nous pour mettre de l'avant cet enjeu. Le manque d'accès à des services a un impact sur l'ensemble des résidents du Témiskaming.

Nous vous remercions de l'attention que vous apporterez à notre demande.

Le président du conseil d'administration

Guy Boileau

p.j.

January 18, 2023

Jeff Laferrière, Mayor,
Council members,
Temiskaming Shores

The Board of Directors of the Centre de santé communautaire du Témiskaming would like to share concerns that they have regarding access to blood work in the North end of the district of Timiskaming. A copy of a letter sent to the Honorable Sylvia Jones, Minister of Health is attached. We would like to encourage you to join us in bringing this issue forward. Lack of access to services has an impact on all residents in Timiskaming.

Thank you for the attention that you will give to this matter.

Guy Boileau
Board Chair

Encl.



**Centre de santé
communautaire
du Témiskaming**

- SIÈGE SOCIAL**
20, rue May Sud, C. P. 38
New Liskeard (Ontario) P0J 1P0
☎ 705 647-5775
Administratif :
☎ 705 647-6011
Services de santé :
☎ 705 647-5941
Sans frais : 1 800 835-CSCT

POINTS DE SERVICE

- Earlton**
1, 9^e rue, C. P. 1
Earlton (Ontario) P0J 1E0
☎ 705 563-8110
☎ 705 563-8130
- Kirkland Lake**
22, rue Water, C. P. 40
Kirkland Lake (Ontario) P2N 3M6
☎ 705 567-1414
☎ 705 567-1422
- Larder Lake**
1, 15 Godfrey, C. P. 149
Larder Lake (Ontario) P0K 1L0
☎ 705 643-2442
☎ 705 643-2162
- Virginiatown**
61, rue Connell, C. P. 159
Virginiatown (Ontario) P0K 1X0
☎ 705 634-2223
☎ 705 634-2180

*Vaut mieux prévenir
que guérir...*

January 18, 2023

Hon. Sylvia Jones
Minister of Health
Email: Sylvia.Jones@pc.ola.org

The Board of Directors of the Centre de santé communautaire du Témiskaming would like to share a concern with regards to phlebotomy services in the North end of the district of Timiskaming. This situation is a result of claw backs and cutbacks of funding that some organizations were using to provide these services during 2022. Currently, limited services are available. People are standing in line, often outdoors, during long periods of time before they can get an appointment. It happens regularly that individuals need to return on another day and stand in line because the service is at full capacity for the day. Or, people must travel to Englehart on roads that are far from being in good conditions, especially in the winter time.

In most communities of comparable size to Kirkland Lake, for example, Temiskaming Shores, there is a lab service offered Monday to Friday during regular business hours in offices operated by Lifelabs. As members of a Board that works toward equitable access to services, it is difficult for us to comprehend why Kirkland Lake and surrounding communities does not benefit from such a service. There is no doubt that demand exists.

We thank you for the attention that you will bring to this issue of equitable access.

Sincerely,

Guy Boileau

Chairperson

cc. M John Vanthof, MPP Timiskaming-Cochrane
Terry Phillips, Reeve, Council members, Township of Kerns
Larry Craig, Reeve, Council members, Township of Hudson
Pauline Archambault, Reeve, Council members, Township of Harley
Rodger Donaldson, Reeve, Council members, Township of James
Stacy Wight, Mayor, Council members, Kirkland Lake
Sharon Gadoury-East, Mayor, Council members, Latchford
Mark Stickel, Mayor, Council members, Township of Matachewan
Stephen McLean, Mayor, Council members, Township of McGarry
Jeff Laferrière, Mayor, Council members, Temiskaming Shores
Dan O'Mara, Mayor, Council members, Municipality of Temagami
Patricia Patty Quinn, Mayor, Council members, Township of Larder Lake



MINUTES OF THE INAUGURAL MEETING OF THE BOARD

Held on Thursday, January 19th, 2023, at 5:30 PM via Zoom Videoconference

Present: Derek Mundle (Chair), Pat Kiely (Vice-Chair), Rick Owen, Jesse Foley, Lois Perry, Clifford Fielder, Ian Macpherson, Mark Stewart (CAO)

Staff: Corey Mackler – Director of Infrastructure and Corporate Integration, Lyne Labelle – Children's Services Manager, Steve Cox – Housing Services Manager, Janice Loranger – Director of Finance, Louanna Lapointe – Ontario Works Manager, Michelle Caron - Recorder

Absent: Jeff Laferriere, Mary-Jo Lentz

Guests:

The Regular Meeting of the Board was called to order at 5:32 PM.

1.0 CALL TO ORDER, INTRODUCTIONS, AND LAND ACKNOWLEDGMENT

2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

3.0 ACCEPTANCE/ADDITIONS TO AGENDA

The Agenda was amended with the addition of 2.0 Disclosure of Pecuniary Interest.

4.0 ELECTION OF CHAIR AND VICE-CHAIR

Resolution 2023-01

Moved by Ian Macpherson and seconded by Clifford Fielder

THAT Derek Mundle be nominated for the position of Chair of the District of Timiskaming Social Services Administration Board for the year of 2023. Nomination accepted.

Carried.

Resolution 2023-02

Moved by Ian Macpherson and seconded by Clifford Fielder

THAT the nomination for the Chair be closed and that Derek Mundle accepts the position of Chair of the District of Timiskaming Social Services Administration Board for the year of 2023.

Carried.

Resolution 2023-03

Moved by Rick Owen and seconded by Jesse Foley

THAT Pat Kiely be nominated for the position of Vice-Chair of the District of Timiskaming Social Services Administration Board for the year of 2023. Nomination accepted.

Carried.

Resolution 2023-04

Moved by Rick Owen and seconded by Jesse Foley

THAT the nomination for the Vice-Chair be closed and that Pat Kiely accepts for the position of Vice-Chair of the District of Timiskaming Social Services Administration Board for the year of 2023.

Carried.

5.0 CONFIRMATION OF 2023 PROPOSED BOARD MEETING SCHEDULE

Resolution 2023-05

Moved by Ian Macpherson and seconded by Lois Perry

THAT the Board approve the 2023 DTSSAB Board meeting schedule.

Carried.

6.0 ORIENTATION

Presentations were put forward to the Board for the purposes of Orientation covering Office of the Chief Administrative Officer, Communications, Informational Technology, and Finance. The Board was also presented an Orientation for the Housing Services Program and proposed budget, as well as Children's Services Program and proposed budget.

6.3 Housing Services 2022 Capital Carry Over

Resolution 2023-06

Moved by Clifford Fielder and seconded by Rick Owen

THAT the Board approve the transfer of surplus capital funds for 2022 in the amount of approximately \$ 70,000.00 to the Social Housing capital reserve account for use in 2023 for scheduled capital repairs. The exact amount of the surplus will be determined at year end through a consensus between the Director of Finance and the Housing Services Manager.

Carried.

6.4 Housing Services 2022 Write Offs

Resolution 2023-07

Moved by Pat Kiely and seconded by Jesse Foley

THAT the Board approve to write off \$ 50,623.16 of uncollected rent and maintenance charges from former tenants for the 2022 fiscal year.

Carried.

7.0 NEW BUSINESS

7.1 MEMORANDUM UPDATE REGARDING ZACK'S CRIB

This memorandum was prepared and presented to the Board by Steve Cox, Housing Services Manager, for information.

7.2 ECE PROGRAM PROJECT – JOINT PARTNERSHIP WITH NORTHERN COLLEGE

This memorandum was prepared and presented to the Board by Lyne Labelle, Children's Services Manager, for information.

7.3 GARDERIE FRANCOFLEUR ET MIEL MITIGATION FUND

This memorandum was prepared and presented to the Board by Lyne Labelle, Children’s Services Manager, for information.

8.0 ADJOURNMENT/MEXT MEETING

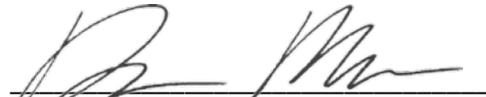
Resolution 2023-08

Moved by Lois Perry and seconded by Ian Macpherson

THAT the Board meeting be hereby adjourned at 7:42 PM. AND THAT the next meeting be held on February 1st, 2023, or at the call of the Chair.

Carried.

Minutes signed as approved by the Board:



Derek Mundle, Chair

01 February 2023
Date

Recorder: Michelle Caron

1. CALL TO ORDER

Meeting called to order at 2:33 P.M.

2. ROLL CALL

PRESENT:	Abbigail Shillinglaw, Energy and Climate Change Coordinator Matt Bahm, Director of Recreation Jamie Dabner, Public Appointee Councillor Jesse Foley Councillor Ian Graydon Councillor Nadia Pelletier-Lavigne Airianna Leveille, Deputy Clerk (Committee Secretary) Paul Cobb
REGRETS:	Amy Vickery, City Manager Maria McLean, Public Appointee

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CCC-2023-001

Moved by: Jamie Dabner

Be it resolved that:

The Climate Change Committee agenda for the January 24, 2023 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CCC-2023-002

Moved by: Jamie Dabner

Be it resolved that:

The Climate Change Committee minutes for the October 18, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATION

a) Climate Action Update

Staff provided a general overview for new members on City actions relating to Climate Change and outlined the various steps taken to date.

- The City's Previous GHGRP was created in 2018 but was not endorsed by Council. The Plan had met milestones 1-2-3 of the PCP Program.
- After further review and noted need for change, the Climate Change Committee was created.
- The City received NOHFC funding to hire an Environmental & Sustainability Coordinator to assist with moving the program forward.
- Joined the Partners for Climate Protection (PCP) program. A 5 milestone framework that lays out a pathway to setting and achieving climate goals.
- Created a baseline greenhouse gas emission inventory.
- Enrolled in the energy management software EnergyCAP, a tool to help analyze the City's energy consumption by source within corporate facilities.

Staff discussed the next steps which include, setting the emission reduction target(s), and the creation and adoption of a plan to reach the target(s).

In 2022 the City implemented the Climate Lens project and integrated software to track the Municipalities energy usage with plans to have the software live on the City's website.

8. UNFINISHED BUSINESS

a) Chair Appointment

Recommendation CCC-2023-003

Moved by: Councillor Jesse Foley

Be it resolved that:

The Climate Change Committee hereby appoints Councillor Ian Graydon as the Committee Chair for the term of Council.

CARRIED

b) Reduction Program Overview / Energy Audit Funding

The Energy and Climate Change Coordinator provided a program overview highlighting the majority of the corporate emissions being fleet producing the most emissions at 49.9%, followed by buildings at 41.6%. Based on these findings the following potential reduction program was presented for consideration as part of the plan to reduce the Corporate GHG emissions.

- Transitioning Light-duty fleet to Electric Vehicles
- Making the switch from petroleum diesel to using biodiesel
- Conducting Energy Audits and Energy Retrofits on City Buildings.

Staff are currently working on the pre-application funding proposal grant through the Green Municipal Fund. The Energy and Climate Change Coordinator has been in communication with funding representatives and is confident that as long as the City meets the criteria there is a good chance we will be successful.

EnergyCap Dashboard Demonstration with plans to have the program viewable on the City's website in the near future.

Councillor Pelletier-Lavigne inquired about Community participation going-forward and how we can involve the community in Climate Change initiatives. Currently staff have focused efforts on Corporate Emissions as there is much greater control and seeing benefits that align with Government Requests prior to setting community targets, however it will be up to Council to adopt the final plan, noted the Director of Recreation.

9. NEW BUSINESS

a) Setting Targets

Staff discussed setting targets to be considered at the March committee meeting and later adopted by Council. The following targets were presented for consideration and discussion:

- 2050 Net zero target
- Interim target of 25% reduction by 2033
- Recommending setting a Corporate reduction target first and a community reduction target later in the future

Ultimately a full-time staff person is needed to continue to move the plan forward. The Director noted that our current funded internship ends this year.

The committee would like to see more aggressive targets set and proposed a 40% reduction within 10 years. A draft report will be presented to the committee in March.

10. MEETING SCHEDULE

- The next meeting is scheduled for Thursday, March 23, 2023 at 3:30 p.m.

11. ADJOURNMENT

Recommendation CCC-2023-004

Moved by: Councillor Nadia Pelletier-Lavigne

Be it resolved that:

The Climate Change Committee meeting is adjourned at 3: 54 p.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 12 p.m.

2.0 ROLL CALL

PRESENT:	Mayor Jeff Laferriere - Chair Councillor Mark Wilson Paul Allair, Superintendent of Parks & Facilities Amy Vickery, City Manager Matt Bahm, Director of Recreation Airianna Leveille, Deputy Clerk (Committee Secretary)
REGRETS:	Abbigail Shillinglaw, Environmental & Sustainability Councillor Jesse Foley

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5.0 ADOPTION OF AGENDA

Recommendation BM-2023-001

Moved by: Councillor Mark Wilson

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the February 7, 2023 meeting be adopted as printed.

CARRIED

6.0 APPROVAL OF PREVIOUS MINUTES

Recommendation BM-2023-002

Moved by: Councillor Mark Wilson

Be it resolved that:

The Building Maintenance Committee Meeting previous meeting minutes of October 20, 2022 be adopted as presented.

CARRIED

7.0 PRESENTATIONS/CORRESPONDENCE

None

8.0 UNFINISHED BUSINESS

a) New Liskeard Marina

Staff provided an update on the New Liskeard Marina indicating that the marina infrastructure is in good condition however the building is in need of major repairs to continue to be operational. The Recreation Department is currently using the building as a base of operations.

Overall noted the City Manager, the marina operations are subsidized by the taxpayers, we continue to see a short fall in yearly operations.

Staff continue to operate the marina and are budgeted to do so this year.

Over the years various parties have indicated interest in developing this land. As a result, staff went ahead and pursued a geotechnical and esa phase 1 review of the site. This report will be provided in today's closed session for consideration.

b) New Liskeard Geotechnical Report

The Geotechnical Report was completed in late fall 2022 for the marina location, potential wabi bridge location and the bay street property. The Report will be provided in today's closed session for consideration.

c) PFC Roof Replacement

The Director of Recreation provided the group with an update on the PFC Roof Replacement indicating that the project is now complete and the consultant has reviewed the work and signed off on the disbursement of the holdback. In addition, staff have completed the necessary OTF for the grant associated with this project.

d) DSMA Project Progress Report

Staff provided an update on the Don Shepherdson Memorial Arena project indicating that the project is nearing completion. The project is approximately \$1200 over budget.

e) Haileybury Fire Station Progress

The Fire Station is nearing completion with a target date of early spring for full occupancy. A few outstanding items will persist.

f) General Department Update

Staff repaired a recent condensation recent leak at the Library. Work on the view street yard salt shed is underway. The City's contractor is working on the yearly overhead door inspections. The group was provided with the Energy Cap report. 2023 Budget is underway, awaiting approval to procure various things.

9.0 NEW BUSINESS

a) Proposed 2023 Budget

The Committee was provided with a summary of the draft 2023 budget.

10.0 CLOSED SESSION

Recommendation BM-2023-003

Moved by: Councillor Mark Wilson

Be it resolved that:

The Building Maintenance Committee convene into Closed Session at 12:50 p.m. to discuss the following matters:

- Under Section 239 (2) (a) of the Municipal Act; The security of the property of the municipality.

- o Review of Geotechnical report – WSP E&I Canada Limited

CARRIED

Recommendation BM-2023-004

Moved by: Councillor Mark Wilson

Be it resolved that:

The Building Maintenance Committee rise without report at 1:13 p.m.

CARRIED

11.0 NEXT MEETING

TO BE DETERMINED.

12.0 ADJOURNMENT

Recommendation BM-2023-005

Moved by: Councillor Mark Wilson

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 1:15 p.m.

CARRIED

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: February 21, 2023
Subject: Deeming By-law for Lavallee – 29 King Street; PLAN M67NB LOTS 18 TO 30 PT LOTS 21 TO 29 BLK M PCLS 23207,13943, 11452SST
Attachments: Appendix 01: Deeming By-law Application Form
Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2023-017**)

Mayor and Council:

Ed Lavallee owns the property at 29 King Street as well as a small piece of property to the south of 29 King Street, across an unnamed road allowance. Mr. Lavallee is also in the process of purchasing the unnamed road allowance from the City, as well as the Andrews Street road allowance which runs to the west of 29 King Street, between Mr. Lavallee's property and the railway.

Mr. Lavallee's existing landholding includes a number of lots and a block on a plan of subdivision. Lots of a plan of subdivision do not automatically merge on title when they are registered in the same ownership like properties described in the lot/concession format do (typically located in rural areas). In order to cause lots on a plan of subdivision to merge on title a deeming by-law must be passed by Council and registered on title to the applicable PINs. A deeming by-law is passed under the authority of Section 50(4) of the Planning Act, which states: *"The council of a local municipality may by by-law designate any part of a plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subsection (3)."*

Once the sale of the two road allowances has been finalized, the road allowances transferred, and the deeming by-law registered on title, Mr. Lavallee's landholdings will merge for the purposes of the Planning Act and further transactions involving any individual pieces of the property will require approval of an application for consent to sever.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.



If the Deeming By-law is passed it will be registered on title at the owner's expense during the road allowance transfer. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Jennifer Pye, MCIP,
RPP
Planner

"Original signed by"

Shelly Zubyck
Director of Corporate
Services

"Original signed by"

Amy Vickery
City Manager



The City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0
705-672-3363

**Application for Deeming By-law
Under Section 50(4) of the Planning Act**

Approval authority:
Council of the City of Temiskaming Shores

Fee: \$200 + 13% HST
= \$226.00
+ legal and land titles fees required to register by-law
(billed directly from solicitor)

Office Use Only

File No.: D-2023-02
Date Received: February 13, 2023
Roll No.: 5418- 030-009-150.00/200.00

1. Owner Information

Name of Owner: Ed Lavallee
Mailing Address: [REDACTED] North Cobalt, ON P0J 1R0
Email Address: _____ Phone: _____

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: _____
Mailing Address: _____
Email Address: _____ Phone: _____

2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: _____
Mailing Address: _____
Email Address: _____ Phone: _____

3. Please specify to whom all communications should be sent:

Owner Applicant/Agent

4. Property Information

a. Location of the subject land:

Dymond New Liskeard Haileybury

Municipal Address 29 King Street
Legal Description (concession and lot numbers, reference plan and lot/part numbers) PLAN M67NB LOTS 18 TO 30 PT LOTS 21 TO 29 BLK M PCLS 23207,13943SST, 11452SST

b. Date the property/properties were acquired by the current owner: 1991

c. Are there any easements or restrictive covenants affecting the property/properties?

Yes No

If yes, describe the easement or covenant and its effect:

Easement in favour of ONR for a storm culvert and drainage
--

5. Reason a deeming by-law is required:

Adjacent and intervening road allowances are being purchased from the City and the deeming by-law will ensure the properties are combined for the purposes of the Planning Act.

6. Registration of By-law

If approved the deeming by-law must be registered on title to the property/properties to which it applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: Brigid Wilkinson

Name of Firm: Kemp Pirie Combeen

Mailing Address: PO Box 1540, New Liskeard, ON P0J 1P0

Email Address: bwilkinson@kemppirie.com Phone: 705-647-7353

7. Applicant/Agent Authorization

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, _____ are the registered owners of the subject land and I/we hereby authorize _____ to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: _____ Signature of Owner: _____

Date: _____ Signature of Owner: _____

8. Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.



Applicant Initial

Applicant Initial

9. Notice re: Use and Disclosure of Personal Information

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.



Applicant Initial

Applicant Initial

10. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Ed Lavallee of the City of Temiskaming Shores
in the District of Timiskaming make oath and say
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Timiskaming
this 13 day of February, 2023


Signature of Applicant


A Commissioner for Taking Affidavits

Kelly Conlin, a Commissioner, etc.,
While Deputy Clerk of the
City of Temiskaming Shores

Subject: Disposition of land to TIME Ltd.
Lots 226-230, PL M73NB Bucke
Township

Report No.: CS-006-2023

Agenda Date: February 21, 2023

Attachments

Appendix 01: Draft By-law Offer of Purchase and Sale Agreement – Lots 226-230 on Plan M73NB Bucke Township, legally identified as 61397-0923
(Refer to By-law No. 2023-018)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-006-2023;
2. That Council directs staff to prepare the necessary by-law to enter into an Offer of Purchase and Sale Agreement in the amount of \$4,250.00 plus all associated costs between the City of Temiskaming Shores as Vendor, and TIME Ltd. as Purchaser, for consideration at the February 21, 2023 Regular Council meeting.

Background

At the December 6, 2022 Regular meeting, Council was provided with a report relating to the purchase of land from the Ontario Northland Railway (ONR) in an effort to assist TIME Ltd. who were not able to purchase the property directly from the ONR. Council then directed staff to purchase the said property, which would in turn be disposed of in accordance with the City's Land Disposition Policy.

Through the purchasing process, it was identified that this property is zoned Industrial which is exempt from the public notice requirement prior to the passing of a By-law to dispose.

Analysis

The City has no need to retain this property. Acquisition of this property was undertaken to assist TIME Ltd. with the expansion of their operations in Haileybury.

Relevant Policy / Legislation / City By-Law

- City Disposition of Land Policy – By-Law 2015-160, specifically Section 11: Exemption for Disposal of Industrial and Commercial Land

Consultation / Communication

Financial / Staffing Implications

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

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

In addition to the purchase price, TIME Ltd. has agreed to cover all costs associated with the sale of this property including the appraisal and the City’s legal costs associated with the original and subsequent transfer of the property.

Alternatives

No alternatives are being proposed.

Submission

Prepared by:	Reviewed by	Reviewed and submitted for Council’s consideration by:
<u>“Original signed by”</u>	<u>“Original signed by”</u>	<u>“Original signed by”</u>
Kelly Conlin Municipal Clerk	Shelly Zubyck Director of Corporate Services	Amy Vickery City Manager

Memo

To: Mayor and Council
From: Kelly Conlin, Municipal Clerk
Date: February 21, 2023
Subject: Request for Lease of Laneway – District of Timiskaming Social Services Administration Board - Zack’s Crib
Attachments: N/A

Mayor and Council:

Council received a request from the District of Timiskaming Social Services Administration Board (DTSSAB), requesting the lease of the laneway adjacent to their building at 183 Broadwood Avenue, which is the future location of Zack’s Crib, a shelter for individuals experiencing homelessness.

The request is to ensure control of the laneway for operational purposes such as deliveries, people with accessibility needs, etc. as there is limited space around the building. The request further indicated that Zack’s Crib does not seek to remove the enjoyment of the lane from nearby residents and will work with neighbouring properties to ensure access to their yards is maintained.

The request was discussed at the February 9, 2023 Corporate Services Committee meeting. The Committee was not in favour of granting this request but rather recommended that staff inform Zack’s Crib and DTSSAB that the lane is available for their use when necessary, similar to all the neighbouring properties who use the lane for access to their properties.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Kelly Conlin
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Amy Vickery
City Manager

Subject: Bucke Park 2023 Operators
Contract

Report No.: RS-002-2023

Agenda Date: February 21, 2023

Attachments

Appendix 01: Sole Source Justification

Appendix 02: Draft Agreement (**Please refer to By-Law 2023-019**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-002-2023;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Sylvain G. Gelineau for services to operate Bucke Park in the amount of \$18,250 plus applicable taxes, for consideration at the February 21, 2023 Regular Council meeting; and further,
3. That Council directs staff to prepare a report and analysis of the long-term operator and lease option in alignment with the Recreation Master Plan.

Background

The City has had an agreement with Sylvain G. Gelineau to operate Bucke Park for the 2020, 2021 and 2022 seasons.

The park has had increased revenues and occupancy each of the last three seasons despite the challenges of COVID-19. Sylvain and his designate(s) have been excellent stewards of the park providing an increased level of maintenance and cleaning to the grounds which was noticed by users and staff.

Our operator was also able to successfully fill the marina with boats docked for the entire season and it was noted that there were many people with boats who stopped at the park's marina. In addition, they were able to complete small maintenance projects both around the park and within the washrooms.

The Recreation Master Plan notes that Bucke Park is a core natural asset of the City and a long-term comprehensive lease should be sought for the operations of the campground. This spring the Bucke Park Chalet is slated to be repaired, allowing it to again be used as part of park operations.

Analysis

For 2023 operations, staff believe it is in the best interest of the City to sign an additional 1-year lease agreement with Sylvain G. Gelineau. Staff have noted a marked increase in the level of service, number of visitors and overall satisfaction of users throughout the previous three seasons.

Park revenue has increased from \$45,600 in 2019 to \$88,400 in 2022. The park operating deficit in 2019 was \$1,500 where the park surplus in 2022 was \$19,700 and that includes costs to replace the water treatment plant building.

A few minor issues throughout the year were noted and efforts by all parties have been made to improve operations further.

To meet the recommendations of the Recreation Master Plan, staff would recommend a Request for Proposal process this summer to find a long-term operator of the park, negating the need to sign short-term contracts such as this one. The RFP would seek to find an operator who would take over all operations of the park and pay the City a yearly lease fee. This would free up staff time to focus on other service delivery while maintaining the park as a public asset.

Relevant Policy / Legislation / City By-Law

- Proposed 2023 Recreation Services Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with City Manager throughout the project

Financial / Staffing Implications

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

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

The budget proposed for the Bucke Park 2023 Operator’s Contract is \$18,250. The 2022 Operators contract was \$17,350 (unchanged since 2014). This represents a 5% increase for 2023.

Bucke Park had another very successful year financially with revenues increasing from \$75,493 to \$88,405. In the three years that Sylvain Gelineau has been contracted to operate the park revenues have increased by over \$42,800 from 2019 to 2022. Expenses have increased approximately \$20,000 in the same time frame but represent increased maintenance costs, energy usage and reinvestment into the park that was not previously occurring.

Climate Considerations

Based on the use of the Clean Air Partnership Climate Lens this procurement is expected to have a negligible impact on greenhouse gas emissions, exposure to precipitation related changes and exposure to temperature related increases.

Alternatives

1. Council could direct staff to operate Bucke Park with City staff, however, a full review of operations would need to be undertaken to assess necessary staffing levels.
2. Council could direct staff to complete a full Request-for-Proposal for the operations of Bucke Park in 2023.
3. Council could direct staff to close Bucke Park as a public campground for the 2023 season.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Single / Sole Source Justification

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

Requested Single/Sole Source Supplier:

Company Name: Sylvain G. Gelineau

Contact Name: Sylvain Gelineau

Address: [REDACTED]

City: [REDACTED] Prov: ONT Postal Code: POJ 1R0

Phone Number: [REDACTED] E-mail: [REDACTED]

<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:

Operations Service for the Bucke Park Campground in 2023

Estimated Cost: \$

\$18,250

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).

Subject: Splash Pad Completion RFP Award **Report No.:** RS-003-2023
Agenda Date: February 21, 2022

Attachments

- Appendix 01:** Submission Opening Results
Appendix 02: RS-RFP-002-2023 – Scoring Rubric
Appendix 03: Diamond Head Sprinklers Inc. Bid Submission
Appendix 04: Draft Agreement (**Please refer to By-law No. 2023-020**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-003-2023;
2. That Council directs staff to include the Rotary Splash Pad project in the 2023 Capital Budget at an upset limit of \$235,000; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Diamond Head Sprinklers Inc. for the completion of the Rotary Splash Pad in the amount of \$225,000, plus applicable taxes, for consideration at the February 21, 2023 Regular Council meeting.

Background

At the regular meeting of Council on August 8, 2017, council passed By-law 2017-100, being a by-law to enter into a strategic partnership with the Temiskaming Shores and Area Rotary Club to explore fundraising and building a splash pad within the City of Temiskaming Shores.

Representatives from the City and the Temiskaming Shores Rotary Club reviewed submissions from qualified bidders for the creation and construction of a splash pad in early 2018. At the regular meeting of Council on May 1, 2018, council passed Resolution No. 2018-230 which stated:

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

That Council approves the selection of CRCS Recreation for the design, supply and installation of a splash pad and directs the Splash Pad Committee to commence design and cost analysis of the project.

Various fundraising initiatives and grant submissions were completed in 2018, 2019 and 2020.

During 2021 budget deliberations, Council approved the Rotary Splash Pad at a cost of \$522,000, including funding components from donors, grantees, the Rotary Club and the City.

At the regular meeting of Council on March 2, 2021, Council received Memo 004-2021-RS which outlined that fundraising for the project had reached \$538,628 and that projected costs for the project were expected to be \$550,000. Council then passed Resolution 2021-106 which stated:

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2021-RS; and

That Council directs the Treasurer to increase the Capital budget for the Rotary Splash Pad Project from \$522,000 to \$550,000.

In February 2021, staff released PW-RFP-003-2021 for the required site preparation for construction of the splash pad. After evaluating the received bids, the project was awarded to Pedersen Construction at the April 6, 2021 regular meeting of council. Pedersen Construction subsequently completed the necessary construction as outlined within this RFP in May, 2021.

The Rotary Splash Pad project was included in the 2022 Capital Budget with an updated upset limit of \$663,152. This increase was based upon updated information provided by CRCS Recreation in advance of the budget process.

CRCS failed to begin construction on the splash pad by May 1, 2022 and were served notice of contract termination on May 24, 2022 by the City.

Staff gave an update to City council at their Regular meeting on June 7, 2022. Council provided direction to staff to create and issue a new RFP for the completion of the project.

A request-for-proposal for the completion of the splash pad (RS-RFP-005-2022) was released on September 14, 2022 with a submission deadline of October 20, 2022. There were no bids received for this RFP leaving the City with no contractor lined up to finish the required construction.

A revised RFP for partial completion of the splash pad (RS-RFP-001-2023) was released on January 3, 2023. Based upon feedback received by prospective bidders, RS-RFP-001-2023

was cancelled and a revised RFP (RS-RFP-002-2023) was released on January 13, 2023 to the City's website and Biddingo with a deadline for submissions of February 9, 2023.

Analysis

One submission was received in response to RS-RFP-002-2023 by the closing date of February 9, 2023, at 2:00pm.

The submission received is listed below and summarized in Appendix 01:

Diamond Head Sprinklers Inc. – \$225,000

The submission was reviewed for completeness and required elements by City staff. There were no issues noted in the submission received so staff reviewed the submission as per the scoring rubric within the RFP. Diamond Head Sprinklers' score was calculated as follows:

Diamond Head Sprinklers Inc. – 820 Points

Diamond Head Sprinklers are a reputable installer who have completed multiple projects of a similar nature across northern Ontario. Based on feedback from other communities, staff have no concerns about this installer's ability to complete the project on time and to the specifications indicated. Of note, the owner has proposed to stay on site from beginning to end of the project which should ensure it runs efficiently and any potential issues are dealt with promptly.

Diamond Head Sprinklers are proposing to begin construction on May 1st with final construction finishing on June 23rd. Staff training, site cleanup and final drawing preparations would take place the following week with the facility able to open thereafter for the remainder of the summer. Included in the proposal is time for staff training, and site visits for both shutdown in 2023 and start up in 2024. This will ensure our staff have the necessary knowledge to maintain and operate the facility into the future.

Staff are therefore recommending that the project be awarded to Diamond Head Sprinklers Inc. at the February 21, 2023, Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- Proposed 2023 Recreation Services Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with the City Manager
- Consultation with the Manager of Environmental Services
- Consultation with the Treasurer

Financial / Staffing Implications

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

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

Due to the nature of how this project was procured, the location chosen, the time since construction began and issues with our previous installer, the total cost has increased. The budget approved for this project in 2022 was \$663,152 with \$461,000 committed by outside organizations. As part of our original agreements with funders the City’s contribution to the project was to be \$100,000. Of the \$663,152 project budget approximately \$487,000 has been spent to date.

Work completed to date includes water and sewer extensions to the site, lift station purchase and installation, removal and replacement of site soils and the purchase of the splash pad elements.

With the bid received from Diamond Head Sprinklers, the overall project cost at completion is estimated at \$722,000. This will ensure there is adequate funding to complete the splash pad and all other requirements as per our donor agreements. This will increase the city’s contribution towards this project to \$260,719 and would need to be included in the 2023 Capital Budget.

The final contribution breakdown for the project would be:

Funder	Percentage
City of Temiskaming Shores	36.1%
Ontario Trillium Foundation	20.8%
Rotary Club of Temiskaming Shores	13.9%
Frogs Breath Foundation	7.6%
One Foot Forward	6.9%
Other Donors	14.7%

This project has only been made possible by the generosity and patience of numerous project funders. In addition to numerous unrestricted donations, we also received a donation from the Ontario Trillium Foundation in the amount of \$150,000. This grant has been extended multiple times and currently has a completion deadline of July 28, 2023. We have been informed that no further extensions will be provided for this grant.

Climate Considerations

This decision was considered using the municipality's climate lens framework. On the basis of greenhouse gas emissions, this outcome is the most intensive GHG outcome as there are no mitigations available based on the current design. GHG will be emitted due to the electricity produced to supply the splash pad with water and to move the water to the lagoon after it goes into the drain on the splash pad. Ontario has a very clean electrical grid so this effect will be overall minimal. On the basis of temperature impact, this outcome is an improvement over the base case as it will provide another opportunity for people to cool down and beat the heat during summer days. Lastly, this decision is considered to be a precipitation intensive outcome as it is replacing natural features with impermeable concrete that will siphon any water that lands on it into the municipal wastewater system.

Alternatives

No reasonable alternatives for the completion of this project exist at this time.

Council could decline to award this project to Diamond Head Sprinklers. This decision would require asking the Ontario Trillium Foundation to extend their grant deadline again which they have explicitly said would not be granted. Should that be the case the contribution from the Ontario Trillium Foundation would need to be found from other funders to complete the project.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

“Original signed by”

“Original signed by”

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

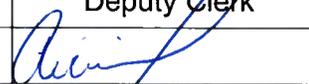
Document Title: **RS-RFP-002-2023 "Rotary Splash Pad Completion"**

Closing Date: **Thursday, February 9, 2023** Closing Time: **2:00 p.m.**

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

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

City of Temiskaming Shores:

Kelly Conlin Clerk	Airianna Leveille Deputy Clerk	Mathew Bahm Director of Recreation	
		<i>via teleconference</i>	

Others (teleconference):

<i>Kent Fay Diamond Head Sprinkles</i>		
--	--	--

Submission Pricing

Bidder: *Diamond Head Sprinkles Inc.*

Description	Amount
Total Fee Proposal (exclusive of HST)	\$ <i>225,000.00</i>

Bidder:

Description	Amount
Total Fee Proposal (exclusive of HST)	\$

Bidder

Description	Amount
Total Fee Proposal (exclusive of HST)	\$

Bidder:

Description	Amount
Total Fee Proposal (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.

Request for Proposal Evaluation

RS-RFP-003-2023

Rotary Splash Pad Completion

Appendix 02 - Evaluation of Submissions

RS-RFP-003-2023

Category	Submission Scores		Maximum Total Points
	Diamond Head Sprinklers Score Out of 10	Weight	
Qualifications, Expertise and Performance on Similar Projects (30%)			
Past ability to successfully complete projects within timelines & budget;	13	15	80
Stability and reputation of firm;	5	5	40
Qualifications of technical support staff;	4	5	40
Qualifications of senior staff/project manager.	4	5	40
Proposed Manager and Support Team (15%)			
Past experience in directing / involvement with similar projects	5	5	50
Specialized expertise	4	5	50
Availability of key staff	5	5	100
Completeness and Schedule (25%)			
Methodology and Schedule for delivery of services	9	10	100
Understanding of proposed services to be provided	8	10	50
Quality assurance program.	4	5	50
Estimated Fees and Disbursements (30%)			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	10	30	300
Weighed Summary (Totals):		820	1000

Reviewed and Approved by: Matt Bahm

Signed: 

Dated: Feb 14, 2023

RS-RFP-002-2023

ROTARY SPLASH PAD COMPLETION

City Of Temiskaming Shores

SUBMITTED BY:



Primary Contact Information:

Kent Fay

President

Diamond Head Sprinklers Inc.

132 Concession 5 West

Tiny, ON

L0L 2T0

647.333.0719



**SECTION 1:
INTRODUCTION OF DIAMOND HEAD
SPRINKLERS INC.**





PROPONENT'S INFORMATION FORM:

We are grateful to have the opportunity to provide pricing for the installation of the Rotary Splash Pad for the City of Temiskaming Shores (the "City") in New Liskeard, ON. We have taken the time allotted to review the design concept in detail and also study the equipment already purchased. We can guarantee that we will apply all necessary labour to meet the deadlines indicated and will push all material suppliers to comply with the due dates as stated.

We need to be very clear in this proposal, we are not able to install this project following the footing instructions and drawings as detailed in the RFP. Instead, we would use individual footings for each mounted fixture. We have explained this procedure and have included examples in our proposal. We have over 20 successful projects in Northern Ontario, many of them located on the water's edge, that have followed this exact procedure.

We are certainly qualified proponents to design and install your Splash Pad as you will see in our enclosed details. The approximate size of the proposed Splash Pad is 245 square meters, including the spray and overspray basin. We are excited to install the supplied fixtures and in-ground cabinet as requested and to complete the landscaping features of sodding and removal of culvert and driveway. Completing the additional concrete sidewalk will aid in making this spray pad a truly accessible site for all.

At Diamond Head Sprinklers Inc, each project is accepted as our very own and something we take great pride in well beyond the Grand Opening. Our company focus remains on long term client satisfaction and referral. Each project and each town become a proud part of our construction history and exceptional reference database.

Company Name	Diamond Head Sprinklers Inc.
Proponent's Main Contact Individual	Kent Fay
Address	132 Concession 5 West Tiny, ON L0L 2T0
Office Phone Number	705.881.1777
Cellular Phone Number	██████████
E-Mail Address	kent@diamondheadinc.com
HST Account #	██████████

City of Temiskaming Shores
RS-RFP-002-2023
Rotary Splash Pad Completion

Form of Proposal

Proponent's submission of bid to the Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, **DIAMOND HEAD SPRINKLERS INC.**

(Registered Company Name/Individuals Name)

Of, **132 CONCESSION 5 WEST, TINY, ON, L0L 2T0**

(Registered Address and Postal Code)

Phone Number: [REDACTED] Email: **kent@diamondheadinc.com**

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

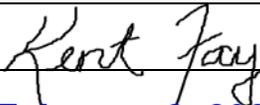
Total Fee Proposal exclusive of HST:	\$ 225,000.00
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Acknowledgement of Addenda

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

Bidder's Authorized Official: **Kent Fay**

Title: **President**

Signature: 

Date: **February 8, 2023**

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2023
Rotary Splash Pad Completion**

Non-Collusion Affidavit

I/ We Kent Fay, Diamond Head Sprinklers Inc. the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

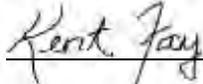
The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

Dated at: Tiny, ON this 8th day of February , 2023.

Bidder's Authorized Official: Kent Fay

Title: President

Signature: 

Date: February 8, 2023

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2023
Rotary Splash Pad Completion**

Conflict of Interest Declaration

Please check appropriate response:

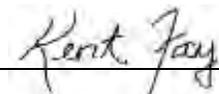
I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

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

List Situations:

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

Dated at: TINY, ON this 8th day of February, 2023.

Signature: 

Bidder's Authorized Official: Kent Fay

Title: President

Company Name: Diamond Head Sprinklers Inc.

Form 3 to be submitted.

City of Temiskaming Shores
RS-RFP-002-2023
Rotary Splash Pad Completion

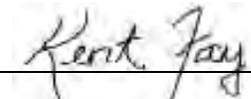
List of Proposed Sub-Contractors

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

Name	Address	Component
Pedersen Construction	New Liskeard, ON	Gravel Supply
Pedersen Construction	New Liskeard, ON	Concrete Supply
Own Forces		All Trade Work

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

Dated at: TINY, ON this 8th day of February, 2023.

Signature: 

Bidder's Authorized Official: Kent Fay

Title: President

Company Name: Diamond Head Sprinklers Inc.

Form 4 to be submitted.

Model
70
Concrete
Bunker
7' x 12.8"

SECTION 2:

STATEMENT OF QUALIFICATIONS



SECTION 2: STATEMENT OF QUALIFICATIONS

SECTION 2.1.1: QUALIFICATIONS OF DIAMOND HEAD SPRINKLERS INC.

From the first day we arrive on site, until the last day we remove our equipment, you will see the 'Diamond Head difference' on display. With an engineering focus at all times, the Diamond Head crew builds with longevity and serviceability always on their minds. It is important that the selection team evaluates the concrete pad design that is proposed to be acceptable in a Canadian environment. We will NEVER have DRAINAGE concerns that are all too common in this industry.

It starts with our foundations. Every pad consists of a rebar reinforced perimeter of 12" thickness, acting as a club footing to the main pad. Many companies will use a single layer floating pad of 5" thickness with either wire mesh or fibre reinforcement only. Our pads use rebar, wire mesh, wire mesh support chairs, poly and fibre to ensure a strong 6" pad that will last the test of time. The additional cost of concrete and rebar ensures cracking is minimized and controlled. We prefer using our FlexiForm system to make each pad as visually exciting as possible!

As you will see in this proposal, we have extensive organizational Splash Pad and Park design, install and maintenance experience including recirculating systems, as well as the capability to facilitate the installation in the time frame allotted. Since 1991, we have been meeting timelines and budgets on projects across Canada.

As a team, we enjoy spending the construction duration living in the communities, spending additional resources at local motels and restaurants, including the consideration of sponsorship activity for local events.

Please contact our references to ask them detailed questions about their experience with our team.

At Diamond Head Sprinklers Inc.:

We are small enough to care immensely, educated enough to make the right decisions, and wise enough to know what our specialty is.

MISSION STATEMENT: At Diamond Head Sprinklers Inc. we want to obtain and retain Customers for Life. We will strive to integrate outstanding designs, quality material and the highest standard of workmanship to provide a competitive, value added product and foremost a pleasurable experience. We strive to exceed expectations. Our goal is to provide superior service where all employees are empowered and committed to strive for total customer enthusiasm and satisfaction. Co-ownership, co-operation and communication among enthusiastic employees will ensure this ultimate goal.

ROTARY SPLASH PAD
SECTION 2.1.2: EXPERIENCE AND QUALIFICATIONS

Please review our references and reference letters. We would ask that you please contact them to ask them about Kent Fay, Diamond Head Sprinklers Inc and their overall experience. All of our work has been for municipalities across the Country. We have built hundreds of water systems and have serviced hundreds more over the years.

Diamond Head Sprinklers Inc. is excited to submit this proposal based on our history of having worked all over Northern Ontario and having developed long term relationships in all of these areas with our suppliers. Kent Fay will lead this project should DHS Inc. be the successful candidate. We understand what it takes to successfully execute projects in these areas, resulting in projects being on time and within budget ... Always!



We are confident that we are the only company that can ensure that there is ONLY one point of contact the entire project duration, from start to finish. True Project Management and Integration!



Our objectives of this project will mimic the Request for Proposal closely with the exception of the use of Sonotube Concrete Footings for each fixture. We will work closely with the City to ensure the correct water pressure and backflow protection are in place, having experience in installations involving in-ground vaults for housing of our mechanical and electrical services.

Diamond Head Sprinklers Inc. along with their supervisors will provide proper training in PPE for all workers and for any new hires starting work on a project. Every worker must protect his/her own health and safety by inspecting their PPE regularly to ensure that it is maintained in proper working condition in compliance with the H&S Regulations

and with Diamond Head Sprinklers Inc. practices and procedures. This will include all necessary COVID-19 testing and compliance as per local Health Department requirements at project time. Diamond Head Sprinklers Inc.'s Personal Protective Equipment Policy will be subject to continuous review.



ROTARY SPLASH PAD

SECTION 2.2: QUALIFICATIONS OF KENT FAY AND DAVID CAREY

As President of Diamond Head Sprinklers Inc, I would like to let you know that I would be very excited about the opportunity to have an interview with your selection board to discuss or clarify any issues that you may have in regard to this proposal.

Having worked all over Northern Ontario, in environments similar to New Liskeard, we can easily arrange for local labour to assist our core team of Kent Fay and Dave Carey including accommodations should we be fortunate enough to be awarded this project.

Since 1989, Diamond Head Sprinklers Inc has been involved in the designing and building of water related systems. In 2008, we began to service Splash Parks across the province. From 2008 to 2013, we repaired and redesigned many systems that were not functioning as per their intended design, including recirculating systems. Having years of service experience and seeing the lack of understanding from the initial construction phase through to long term maintenance that existed in many municipalities, we decided to enter the industry as Splash Park builders and have quickly become a preferred contractor by many municipalities.

As a project duo, Kent Fay and Dave Carey have completed the full build of over 40 splash pads together, and many more as individual leads and managers. Dave Carey was born and raised in nearby Englehart. This duo would be a great selection to help the City finish this project and deliver an excellent play facility for the young members of the Municipality.

As a member of the evaluation committee, one should ask all respondents one question ...

"Is the person that designed the system, prepared the RFP and quoted the necessary work involved, going to be the same person that is on site from Day One through to completion?"

A Full Time Engineer on Site, every day, all project long! Yes, that's right. Kent Fay from Diamond Head Sprinklers runs every project himself. We would suggest that one be careful when selecting a company that claims they can truly do it all. Will all of their company experience truly end up in the field and on your project? Likely not; but that is exactly what will happen if you select Diamond Head Sprinklers Inc. The same person designing and quoting your project, will also be building the project.



ROTARY SPLASH PAD

KENT FAY (BSc MEng): PROJECT MANAGER

Combining a strong background in project management, computer programming, mechanical engineering, pumping and fluid design, Kent brings a unique combination to the Diamond Head Sprinklers Inc. management team. As a process optimizer for the automotive business, Kent was often flown into factories to review their layouts, processes and operations to bring improvements to a very competitive market. In 2005, Kent brought that vision of long term improvement to Diamond Head Sprinklers Inc. when he purchased the existing company from Lorne and Anna Haveruk.

With a background in programming, Kent has been a leader in introducing the water industry to the potential management of sites using 'off base' software, netbooks, smartphones and the internet. Our company, with Kent's direction, was the first splash pad service company to introduce GPS tracking, in vehicle netbook use, placing the first weather station on site for CBRE and introducing GPS mapping of work sites.

Kent continues to offer his excellent trouble shooting skills where other contractors have been unsuccessful. Throughout the Municipal and Property Management Fields, Kent has helped Diamond Head Sprinklers Inc. become known as the 'go-to' company for difficult troubleshooting and initial designing of complex systems.

DAVE CAREY: SITE MANAGER

With his background as an equipment operator, gradesman and project lead, Dave Carey was the superior selection to become Site Manager of Diamond Head Sprinklers Inc. in early 2011. Knowing the commitment that the construction industry must make to its clients, combined with the challenges of the seasonal environment, Dave has proven to perform excellent while performing the important Site Manager position. Reporting directly to the President of Diamond Head Sprinklers Inc., Dave controls the operation of the entire schedule process using internal staff and occasional subcontractors when required.

Dave continues to strive to build strong relationships with our clients by addressing customer issues in a timely manner. Our on site technicians report directly to Dave, resulting in an information roadway as opposed to the common information 'roadblock', all too common in companies locked in a non-technically developed office and field.

Model
70
Concrete
Bunker
7' x 12.8'

SECTION 3:

REFERENCES



SECTION 3: REFERENCES

SECTION 3.1: SIMILAR PROJECTS

COMPARABLE PROJECT REFERENCE 1

Municipality / Organization	The Corporation of the City of Timmins
Project Name and Location	Remove and Replace 4000 sq. ft splash pad in South Porcupine, ON
Contact Person Full Name Phone Number and extension e-mail address	Gerry Paquette Projects Supervisor [REDACTED] gerard.paquette@timmins.ca
Describe project's general scope (i.e. complexity, value, special features)	Removal of existing 6000 sq. ft pad, installation of new Splash Pad including pathways and sidewalks. Park designed and built entirely by Diamond Head Sprinklers Inc. over a 75 day continuous work period with no days off. Diamond Head was responsible for all contracting.
State Project Team Members: - Design Firm & Name of Designer - General Contracting Firm	All Completed by: Diamond Head Sprinklers Inc. Kent Fay, President/Engineer
Original Contract Amount for Proponent's contracted services for project	Original Value of Project: \$400,000 (Built Summer of 2021)
Final Contract Amount for Proponent's contracted services for project	Final Value of Project: \$410,000 (Built Summer of 2021)
Reason for variance, if any	Hydro trenching and additional storm sewer line added to contract.
Project start date	May 26, 2021
Project planned completion date	Aug 5, 2021
Reason for variance, if any	
Identify Project Manager	Kent Fay, Diamond Head Sprinklers Inc.
Identify and describe aspects of the comparable project that pertain this project	Diamond Head was responsible for design, supply and installation of splash pad including the tearout and disposal of old system.
Identify and describe, if applicable, particular project management and quality control procedures used to successfully deliver the project	Worked with many new Northern Ontario contractors during a very difficult period of Covid 19. We continue to service this site today.



COMPARABLE PROJECT REFERENCE 2

Municipality / Organization	Township of Springwater
Project Name and Location	3850 sq. ft splash pad, titled "The Old Water Tower", Elmvale, ON
Contact Person Full Name Phone Number and extension e-mail address	Ron Belcourt, Director of Recreation, Parks & Properties [REDACTED] Ron.Belcourt@springwater.ca
Describe project's general scope (i.e. complexity, value, special features)	This splash pad utilized a Diamond Head Sprinklers Inc. designed and manufactured Water Recirculation System with all Nirbo Aquatic stainless steel fixtures. Diamond Head was responsible for water, electrical and sewer connections.
State Project Team Members: - Design Firm & Name of Designer - General Contracting Firm	All Completed by: Diamond Head Sprinklers Inc. Kent Fay, President/Engineer
Original Contract Amount for Proponent's contracted services for project	Original Value of Project: \$320,000 (Built Summer of 2018)
Final Contract Amount for Proponent's contracted services for project	Final Value of Project: \$350,000 (Built Summer of 2018)
Reason for variance, if any	Concrete bunker, hydro and water extension added to contract.
Project start date	May 1, 2018
Project planned completion date	Aug 1, 2018
Reason for variance, if any	
Identify Project Manager	Kent Fay, Diamond Head Sprinklers Inc.
Identify and describe aspects of the comparable project that pertain this project	Diamond Head was responsible for design, supply and installation of mechanical room and splash pad.
Identify and describe, if applicable, particular project management and quality control procedures used to successfully deliver the project	As with many of our projects, we took this project from 'sod to sod'. We completed the entire project ourselves, including all landscaping. We continue to service this site today.



COMPARABLE PROJECT REFERENCE 3

Municipality / Organization	Town of Gravenhurst
Project Name and Location	Remove and Replace Concrete at Wharf Splash Pad, Gravenhurst, ON
Contact Person Full Name Phone Number and extension e-mail address	Caroline Kirkpatrick, Manager of Operations [REDACTED] caroline.kirkpatrick@gravenhurst.ca
Describe project's general scope (i.e. complexity, value, special features)	Rectify Deficiencies at Wharf Splash Pad, Remove concrete and Rebuild Vortex Splash Pad and Recirculating System originally installed by others.
State Project Team Members: - Design Firm & Name of Designer - General Contracting Firm	All Completed by: Diamond Head Sprinklers Inc. Kent Fay, President/Engineer
Original Contract Amount for Proponent's contracted services for project	Original Value of Project: \$100,000 (Built Summer of 2019)
Final Contract Amount for Proponent's contracted services for project	Final Value of Project: \$100,000 (Built Summer of 2019)
Reason for variance, if any	
Project start date	July 1, 2019
Project planned completion date	Aug 1, 2019
Reason for variance, if any	
Identify Project Manager	Kent Fay, Diamond Head Sprinklers Inc.
Identify and describe aspects of the comparable project that pertain this project	Diamond Head was responsible for tear-out and removal of existing splash pad, reinstalling surface drains and concrete. Rebuild of entire water recirculating system in concrete bunker.
Identify and describe, if applicable, particular project management and quality control procedures used to successfully deliver the project	Concrete Removal, proper grading and compaction of surface to prevent premature cracking and movement. Tight timeline management during busiest time of season.



COMPARABLE PROJECT REFERENCE 5

Municipality / Organization	Municipality of Red Lake
Project Name and Location	2500 sq. ft splash pad, titled "Race Track", Red Lake, ON
Contact Person Full Name Phone Number and extension e-mail address	Michel Labonte, RRFS, Supervisor, Recreation Department [REDACTED] michel.labonte@redlake.ca
Describe project's general scope (i.e. complexity, value, special features)	Waterplay components used on a municipal water supply to sewer system drain, built in 17 days. From Design to Grand Opening, Diamond Head and the Municipality were truly a team.
State Project Team Members: - Design Firm & Name of Designer - General Contracting Firm	All Completed by: Diamond Head Sprinklers Inc. Kent Fay, President/Engineer
Original Contract Amount for Proponent's contracted services for project	Original Value of Project: \$320,000 (Built Summer of 2017)
Final Contract Amount for Proponent's contracted services for project	Final Value of Project: \$320,000 (Built Summer of 2017)
Reason for variance, if any	
Project start date	June 1, 2017
Project planned completion date	July 1, 2017
Reason for variance, if any	
Identify Project Manager	Kent Fay, Diamond Head Sprinklers Inc.
Identify and describe aspects of the comparable project that pertain this project	Diamond Head was responsible for water, electrical and sewer connections for the entire project, including sidewalk additions and significant landscaping upgrades.
Identify and describe, if applicable, particular project management and quality control procedures used to successfully deliver the project	Please contact Mr. Labonte to discuss how Diamond Head worked continuously for the client to ensure that fixtures ordered and delivered by WaterPlay, an equipment manufacturer, were indeed built to specification and operate as per their design.



COMPARABLE PROJECT REFERENCE 6

Municipality / Organization	The Municipality of Ear Falls
Project Name and Location	3650 sq. ft splash pad and washrooms, titled "The Falls" Ear Falls, ON
Contact Person Full Name Phone Number and extension e-mail address	Kimberly Ballance, MCP, Clerk Treasurer Administrator [REDACTED] kballance@ear-falls.com
Describe project's general scope (i.e. complexity, value, special features)	Splash pad and washroom/changeroom facilities designed and built entirely by Diamond Head Sprinklers Inc. over a 70 day continuous work period with no days off. Diamond Head was responsible for all water, electrical and sewer connections.
State Project Team Members: - Design Firm & Name of Designer - General Contracting Firm	All Completed by: Diamond Head Sprinklers Inc. Kent Fay, President/Engineer
Original Contract Amount for Proponent's contracted services for project	Original Value of Project: \$300,000 (Built Summer of 2020)
Final Contract Amount for Proponent's contracted services for project	Final Value of Project: \$310,000 (Built Summer of 2020)
Reason for variance, if any	Hydro trenching and additional sewer line added to contract.
Project start date	July 1, 2020
Project planned completion date	Sept 5, 2020
Reason for variance, if any	
Identify Project Manager	Kent Fay, Diamond Head Sprinklers Inc.
Identify and describe aspects of the comparable project that pertain this project	Diamond Head was responsible for design, supply and installation of washrooms, mechanical room and splash pad.
Identify and describe, if applicable, particular project management and quality control procedures used to successfully deliver the project	Worked with many new Northern Ontario contractors during a very difficult period of forest fires and the outbreak of Covid 19. We continue to service this site today.



220 Algonquin Boulevard East, Timmins, ON P4N 1B3
www.timmins.ca

November 24, 2021

To whom it may concern,

Please accept this letter of reference for Kent Fay and his company, Diamond Head Sprinklers Inc. Diamond Head Sprinklers was the successful proponent of our Request for Proposals for the design/build of a new Splash Pad at White Water Park in South Porcupine. The project was valued at \$400,000 and was completed in 2021.

Prior to arriving on site, Kent was very thorough in providing me with all necessary documents required for our project. This included all contract documents, shop drawings, colour selections, final acceptance of splash pad layout etc. He always returned phone calls and e-mails promptly, which helped speed the project along.

Kent and his crew arrived on site as scheduled and immediately set to work. Kent's knowledge and experience quickly became apparent as he executed his plan. Kent is personally involved on his projects, from concept to completion, acting as the project site supervisor which was very comforting for the City.

The quality of his Kent's work is excellent and he uses high quality products in the construction of his projects. We are extremely happy with the final product that Diamond Head delivered and the community was more than satisfied when it was opened to the public in early August.

I would highly recommend Kent Fay and Diamond Head Sprinklers for any new Splash Pad project.

A handwritten signature in black ink, appearing to read "Gerry Paquette", is written over the text of the recommendation.

Gerry Paquette
Projects Supervisor



GERRY PAQUETTE
Projects Supervisor

Telephone: (705) 360-2600 ext. 7240
E-mail: gerry.paquette@timmins.ca

**LETTER OF REFERENCE FOR
DIAMOND HEAD SPRINKLERS INC.**

Date: August 2019
From: Town of Gravenhurst
Project: 'Address Splash Pad Deficiencies'



Through a RFP tendering process in the Spring of 2019, the Town of Gravenhurst awarded Diamond Head Sprinklers Inc. RFP-2019-INF-007 "Rectify Deficiencies at Wharf Splash Pad".

First observation was the proposal itself – it was a well prepared proposal, one which spoke to our needs as defined in the RFP. It was not a 'cookie-cutter' proposal pulled off the shelf.

This capital project was challenging at minimum. This was not a "build a splash pad from the ground up" capital project; but rather an undertaking that required the contractor to "take a splash pad that was constructed in 2005 (and modified in some manner since) and make it work". Diamond Head Sprinklers Inc. did exactly that!

The contractor, in this case Diamond Head Sprinklers Inc., was tasked to address the splash pad deficiencies (with no available engineering drawings) – a few of the deficiencies were known, many were not. Kent Fay, principal of Diamond Head Sprinklers Inc., was Project Lead and is highly proficient in problem solving.

He (and his staff) engaged staff respectfully, professionally and courteously and Kent was readily available should Town staff had the need to contact him (**it is noteworthy to state that he was on-site for the duration of the project**).

I contend that he must have been a very sought after educator in a former life – as he was very effective and engaged in teaching our staff (in a manner that they could understand) the operating procedures of the 'new' splash pad (what changed and why; daily procedures etc.). His company also went above and beyond the defined scope of work (i.e. improving the mechanical room and splash pad features far above what was required).

And also quite relevant is that the project itself was was 'on time' and 'on budget'. Although a change order was issued – it was instigated through a directive of the Town.

In conclusion – a FABULOUS contractor! A highly competent and dedicated principal (Kent Fay); Great team he had on-site; Kent is simply awesome problem solver – and as previously stated, the project was 'on time' and 'on budget'.

Would we hire them again? Most definitely – we already have them lined up for other jobs☺

Respectfully,

Caroline Kirkpatrick, Manager of Operations

Town of Gravenhurst
3-5 Pineridge Gate
Gravenhurst, ON
Cell: 705-816-5880
Email: caroline.kirkpatrick@gravenhurst.ca



September 29, 2020

To Whom it May Concern:

Re: Diamond Head Sprinklers Inc.

We are pleased to recommend Kent Fay and his staff from Diamond Head Sprinklers Inc. based on their development and installation of a Splash Pad and Washroom Facilities in Ear Falls, Ontario.

The project was completed on-time and on-budget, and they provided flexibility to address changes requested during the implementation of the project. Diamond Head Sprinklers Inc. provided professional services throughout the project and ensured that the worksite, during implementation, was safe and organized. The staff immersed themselves into our small community and made it their home for the duration of the project.

We would highly recommend Diamond Head Sprinklers Inc. to other communities that develop a Splash Pad as an outdoor recreation facility.

Regards,

THE TOWNSHIP OF EAR FALLS

A handwritten signature in black ink that reads "K Ballance". The signature is written in a cursive style with a long horizontal flourish at the end.

Kimberly Ballance
Clerk Treasurer Administrator

KB/ds

Regards,

THE TOWNSHIP OF EAR FALLS

A handwritten signature in black ink that reads "Jeff Russell". The signature is written in a cursive style with a large, sweeping initial "J".

Jeff Russell
Manager of Public Services & Operations

**INFRASTRUCTURE &
OPERATIONS DEPARTMENT**

November 10, 2017

To Whom It May Concern:

Re: Letter of Reference for Splash Pad construction by Diamond Head Sprinklers Inc.

I am pleased to write this letter of reference for Kent Fay and his staff at Diamond Head Sprinklers Inc. The City of Thunder Bay retained the services of Diamond Head Sprinklers Inc. in the summer of 2017 to design and build an Aquatic Spray Park at North End Park in Thunder Bay. The firm was selected through an RFP process from among many qualified bidders.

Throughout the entire project, from design to construction and then commissioning this company demonstrated a high level of professionalism, knowledge and efficiency. In terms of the design, Kent worked closely with me to integrate the Aquatic Spray Park into an existing park playground area and tight site with flexibility and accommodation. During construction something I really appreciated was that the construction crew was able to work safely on the Spray Park while at the same time keeping the adjacent playground open and safe. In addition, we made several field decisions that altered quantities by small amounts and Kent worked this into the project contract without automatically requesting expensive Change Orders as some firms tend to do. I found this refreshing, especially on a Municipal project. Finally, the detailed guidance of how to run the equipment and winterize it was well received by Municipal staff.

The City of Thunder Bay Parks & Open Spaces Section would definitely consider using Diamond Head Sprinklers for the Design/ Build of our next Aquatic Spray Park and are willing to act as a reference for other potential Municipal Clients undertaking similar projects.

Sincerely,



Werner Schwar (OALA)
Supervisor Parks & Open Space Planning



THE CORPORATION OF THE MUNICIPALITY OF RED LAKE

MUNICIPAL OFFICE - 2 FIFTH STREET - P.O. Box 1000

BALMERTOWN, ONTARIO

P0V 1C0

WEBSITE: WWW.REDLAKE.CA

E-MAIL: MUNICIPALITY@REDLAKE.CA

TELEPHONE: 807-735-2096

FAX No.: 866-681-2954

20 October 2017

To Whom it May Concern:

Re: Diamond Head Sprinklers Inc.

I am pleased to write this letter of reference for Kent Fay and his staff at Diamond Head Sprinklers Inc.

The Municipality of Red Lake retained the services of Diamond Head Sprinklers Inc. in the summer of 2017 to design and build a splash pad before our Canada 150 Celebrations. Although there was a very quick deadline for completion, this company demonstrated a high level of professionalism, knowledge and efficiency. They completed the project by working 17 days straight without any days off so that we could be ready for July 1 opening!

Their attention to detail was evident in everything they did, which included step by step training for our municipal staff, specifically with regards to set up and take down of the equipment in the fall.

To anyone who may be in the market for a splash pad, I would highly recommend Diamond Head Sprinklers Inc.

Yours very truly,

Phil T. Vinet
Mayor

SECTION 4:
PROJECT APPROACH



ROTARY SPLASH PAD

SECTION 4: PROJECT APPROACH

SECTION 4.1: UNDERSTANDING OF THE FUNCTIONAL AND TECHNICAL ISSUES

As this is a flow-through design, there are no pumps, chemical treatment systems or UV units to worry about maintaining. Up to two training sessions on site will be included covering the low voltage electrical system, controller programming, opening and closing requirements as well as general maintenance.

We have included pricing for the Fall Shut Down in the Fall of 2023 and the Spring Start Up of the system in the Spring of 2024.

We have also included pricing for the use of new 18" x 18" drains instead of the smaller 12" x 12" drains provided by WaterPlay. There will be 3 drains in total, each with a 4" outlet, leading into a 6" main drain as shown in the picture on the previous page.

This would be a very exciting and interesting project to be a part of. With years of experience as project managers and developers of complete waterparks, we claim to be one of the very few true 'Sod Turning to Sod Laying' companies in Canada today. We enjoy seeing the transition from empty lot park grass to grand opening cheers and excitement.

As detailed below, understanding the necessary stages of each development, ensures that nothing is missed in both the budget and the projected timeline.

If awarded this project, the team from Diamond Head Sprinklers Inc. will spend the entire project duration, including weekends, on site. A major advantage of this is that even days of inclement weather can be used to move forward on aspects of the project without sending the team home. Working seven days a week, we can quickly regain lost time from rain days and ultimately be more efficient by using the weekends to prepare for contract work during the weekdays. We have allowed for these additional hours already in our pricing, so the City can be reassured that no additional 'overtime charges' would result as is common with larger companies once the project is awarded. Changes to timeline are often treated as change orders by our competition and most often include unfair upcharges to the client. That will not happen when you select Diamond Head Sprinklers Inc as your contractor.

One will notice that our schedule shows execution of the project working only 5 days a week, however, we have the experience to know that working the Saturday and Sunday will help us GUARANTEE the delivery timeline regardless of weather conditions.

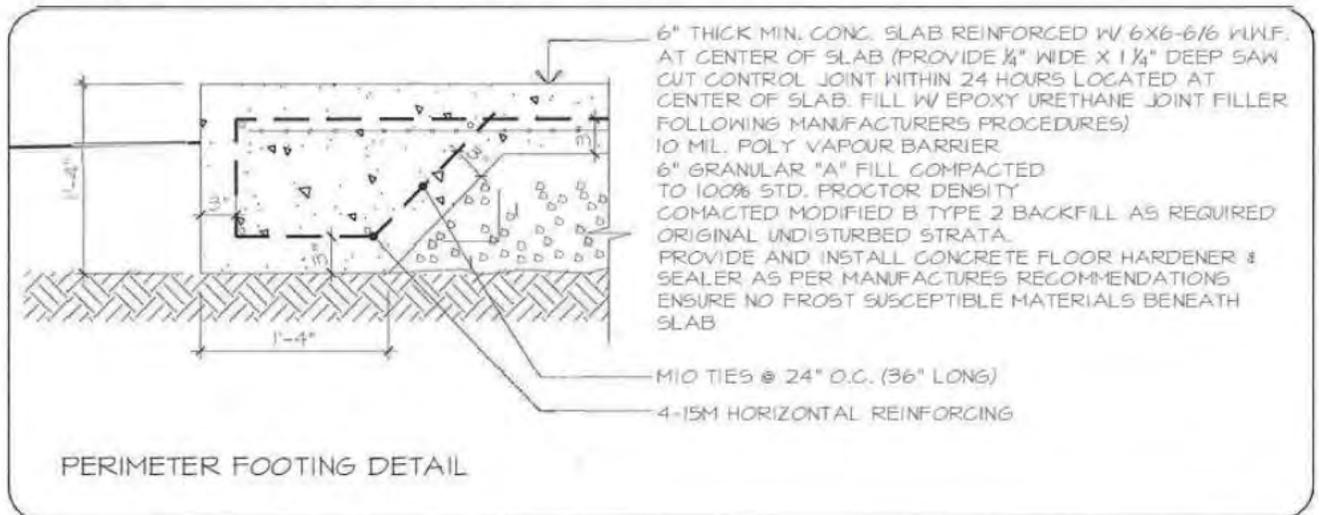
ROTARY SPLASH PAD

4.2 SUMMARY OF OUR PROPOSED WORK:

It is important that the selection team evaluates the concrete pad design that is proposed to be acceptable in a Northern environment. Our concrete pads are second to none, with rebar, wire mesh and fiber reinforcement with thicker foundations.

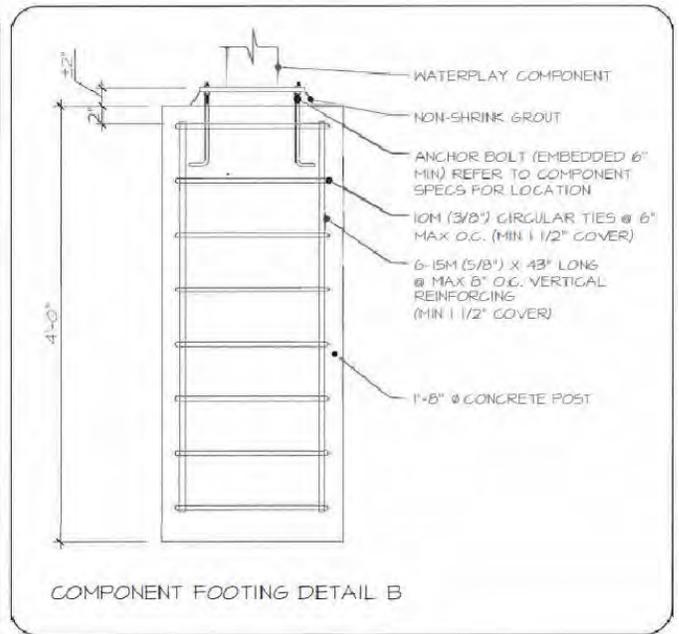
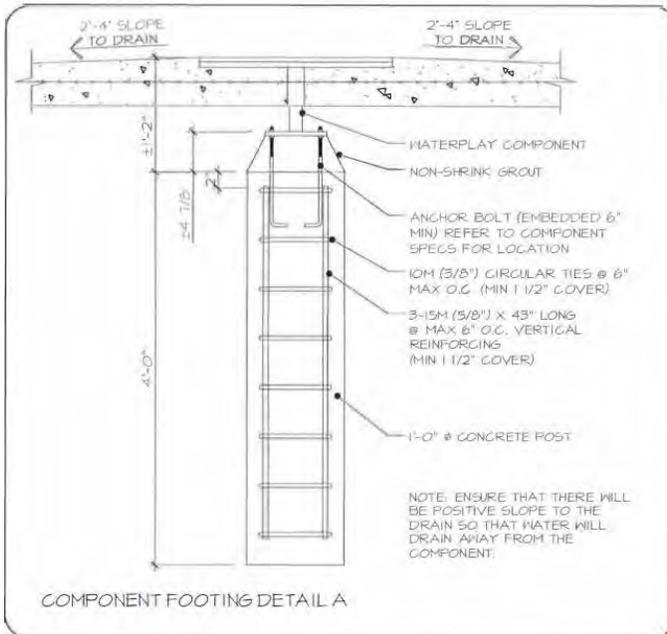


It is also important that the Municipality chooses a contractor that they feel will work alongside their team... feel free to contact any of our references and we are 100% certain that you too will get the feeling of complete satisfaction in the selection of Diamond Head Sprinklers Inc. as the perfect company for building in Northern environments.



ROTARY SPLASH PAD

Our footings for each fixture are poured 5 feet below final grade, containing rebar reinforced rings in sonotube of three different sizes: 18 inch, 20 inch and 24 inch. Each sonotube is wrapped in 6 mil poly to ensure an additional slip plane as well as added ground water protection prior to the pouring of the footings.



ROTARY SPLASH PAD

With our engineering background, we ensure the mechanical and electrical components of the system are second to none. Spending the time and money on the heart of the system makes sense in the long run. That's why we only use stainless steel headers and industry leading 24V electrical valves.



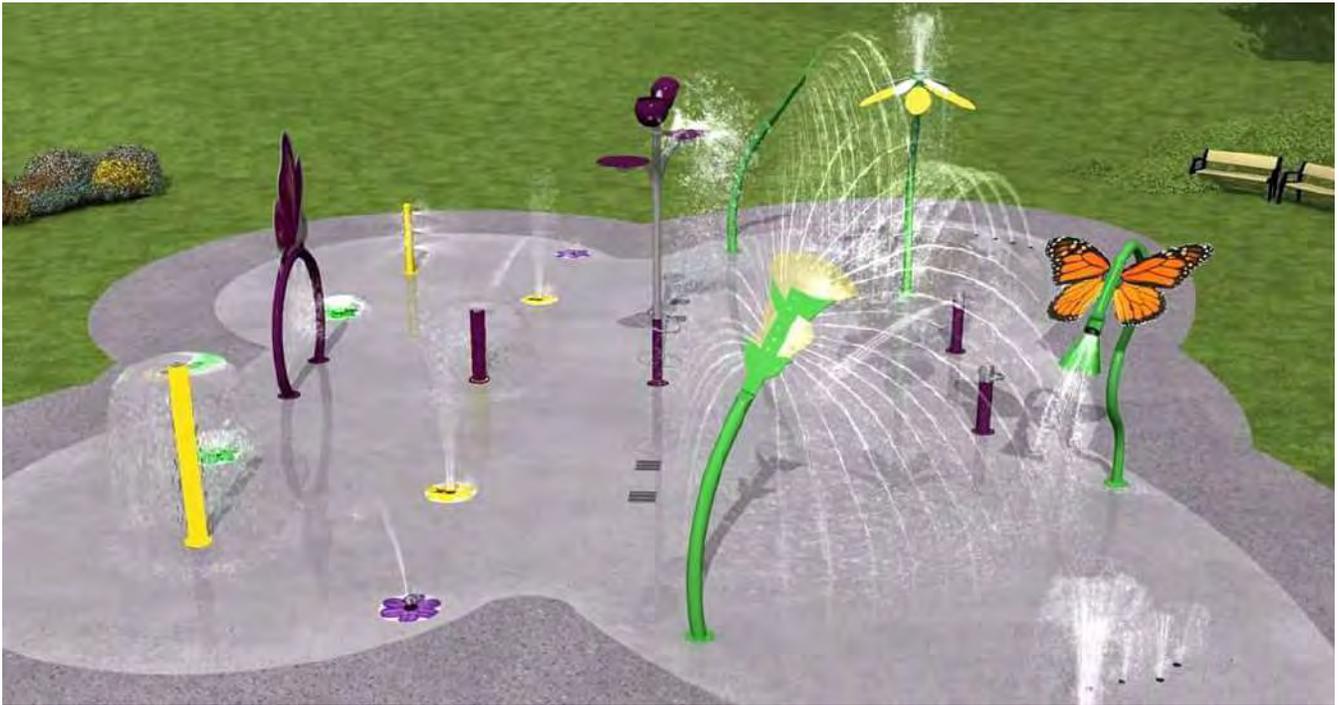
At Diamond Head Sprinklers Inc, each project is accepted as our own. Our focus remains on long term customer satisfaction and referral. We are confident that our past customers will agree; *a Diamond Head project is a successful project.*





From concept to construction through to completion, our Project Support Specialists will work with designers, managers, contractors and subcontractors to create a successful project. But it doesn't stop there—our Customer Support Team is available for troubleshooting and maintenance questions, as well as on-site service and support as required.





From attention to detail in design through construction, all the way to the Grand Opening, we will remain involved... that's the Diamond Head Guarantee!



SECTION 4.3.1: DETAILED METHODOLOGY FOR EACH STAGE OF THE PROJECT

Our Project Timeline in the following Section 4.3.2 contains every detail about each stage of the project. These task responsibilities will fall upon two individuals to monitor and complete. Kent Fay would be the Project Manager and Dave Carey would be the Site Superintendent of this project. Both senior team members would be on site for the project duration. All site layout work, grades and mechanical components would be supervised by Kent. All excavation activity would be led by Dave.

Breaking this project down into its major tasks, we would pay particular attention to the following stages:

- a. **Installing the new Mechanical Vault.** We feel it is important to locate, excavate and install the Mechanical Vault as soon as possible. This lockable metal vault will house our controller, the new 2" backflow and 2" pressure regulator, and the manifold. By attaching the existing 50mm poly line that was previously installed, we can ensure that we have water available to flush out all new pipe installations as we connect them. This will also allow us to pressure test and leak test the system as we connect each pipe to each valve and then fixture. Having water available on site will also aid in the compaction of the 'A' gravel prior during final grading.
The gravel base we install for the Vault will allow for the pipes from the features to be drained before winterization. We will install a new 100mm drainage tile under this excavation that will also connect to the 150mm drain tile installed under the concrete pad and will lead to the lift station previously installed.
- b. **Getting electrical service to the Spray Pad vault.** We understand that the electrical services have already been brought into the site. We would run a new direct burial wire in a trench to the new Mechanical Vault. Here we would install a GFI receptacle for the controller power. We only require one 15 amp GFCI plug, but this larger wire will allow for future electrical should it be required. We can also BOND our splash pad features and metal components to the panel already installed using bare copper 6 AWG.
- c. **Building the 245 sq. m Spray Pad.** Building spray pads is our specialty and we do not see any major points of concern for the physical construction of this pad. We use all of our own forces for this portion of the project. Once on site, we will analyze site grades and determine if the proposed final pad elevation is correct. We have allotted for the final grade as stated in the RFP, but there exists the possibility that we could lower the final grade and return those savings of gravel and subsequent backfill to the City. Once the perimeter grade is determined, we then assume that the drains are 1.75% to 2% lower than the surrounding edge. With each drain height calculated, we can then set each fixture sonotube height which will be 12" below the final fixture grade.

We will locate and auger each fixture base and determine whether it is one of the 20 large footings for the Playphase bases, or one of the 24 smaller footings for fixtures that are embedded only in concrete. We understand that we will be augering through some of the existing 150mm of insulation, however we will dispose of all excavated pieces of the Styrofoam.

After pouring the fixture bases, we can remove the provided WaterPlay templates and install the respective fixture base for each fixture. Once complete, we can connect our DR11 poly pipe from each valve to each fixture grouping, as designated in the WaterPlay provided valve diagram. At this point, we can flush each pipe and then cap and pressure test each fixture to ensure we have leak free connections.

We would now be ready to install and compact the final grade of 'A' gravel around each fixture. Once compaction is ensured, we can install the rebar perimeter and wire mesh. Our pads consist of the use of 6"x6", 6 gauge wire mesh surrounded by fibre reinforced vibrated concrete of 32 mPa. We would need to ensure that the concrete pad is cut within 24 hours of the completion of the pour. Our form removal and pad cutting can occur the day after we have poured.

We are then at the point we can install each above ground fixture. We also install and adjust each in ground nozzle fixture and clean all drain bases.

- d. **Building Concrete Sidewalk and Landscaping.** Diamond Head Sprinklers Inc. would be responsible for excavation, preparation and compaction of the concrete pathway base for this project as well as the topsoil and sodding. Using filter cloth under 12" of compacted gravel, the base will be extremely solid and allow for the pouring of a solid 4" sidewalk as specified.

It is our understanding that the City would like to have the temporary driveway and culvert removed upon site grading. We can use this gravel around the perimeter of the splash pad to ensure good compaction beyond the concrete edge. We would then place the topsoil and sod while maintaining it during the rooting phase.

- e. **Training of Staff.** The final task that we deem extremely important would be the training of the staff. Because the two main employees from Diamond Head Sprinklers Inc. will be on site for the entire build, they are by far the best trainers to use for explaining all facets of operating and maintaining the spray pad. Unlike larger companies that will only bring a trainer in for a fixed training session, we are available during and after the build to answer any and all questions. Who better to train the staff than the technicians who know the build of the pad from the footings to the fixtures. We guarantee that your staff will know this splash pad and the underlying facets of how it functions as Kent is also a well known instructor during winter months for the Splash Pad Maintenance program in Ontario.

SECTION 4.3.2: PROPOSED PROJECT WORK PLAN

	Name	Duration	Start	Finish
1	<input type="checkbox"/> ROTARY SPLASH PAD COMPLETION	121days	01/13/2023	06/30/2023
2	<input type="checkbox"/> Off Site Planning and Preparation	121days	01/13/2023	06/30/2023
3	RS-RFP-002-2023 Release of RFP	1day	01/13/2023	01/13/2023
4	RS-RFP-002-2023 Deadline for Submitting Questions	1day	02/01/2023	02/01/2023
5	RS-RFP-002-2023 Deadline for Responding to Questions	1day	02/02/2023	02/02/2023
6	RS-RFP-002-2023 RFP Proposal Submission Deadline	1day	02/09/2023	02/09/2023
7	RS-RFP-002-2023 Final Selection and Notification	1day	02/22/2023	02/22/2023
8	RS-RFP-002-2023 Mandatory Completion Date	1day	06/30/2023	06/30/2023
9	<input type="checkbox"/> Documentation Support	10days	02/23/2023	03/08/2023
10	Sign Contract and Return	5days	02/23/2023	03/01/2023
11	WSIB Safety Clearance Certificate	5days	03/02/2023	03/08/2023
12	Proof of 5 Million Commercial General Liability Insurance	2days	03/02/2023	03/03/2023
13	<input type="checkbox"/> Planning Provided	36days	03/02/2023	04/20/2023
14	Stamped Plan of Concrete Pad & Approval by Contract Administrator	14days	03/02/2023	03/21/2023
15	Verification of Product Information for Each Component	5days	03/22/2023	03/28/2023
16	Electrical Drawing for Controller Supply and Pad Bonding	5days	03/22/2023	03/28/2023
17	Request and Maintain Underground Service Locates	14days	04/03/2023	04/20/2023
18	<input type="checkbox"/> Apply for Permits	5days	04/21/2023	04/27/2023
19	Secure ESA Bonding Permit for Pad and Fixtures	5days	04/21/2023	04/27/2023
20	Notice for Site Arrival in one week, May 1, 2023	1day	04/24/2023	04/24/2023
21	<input type="checkbox"/> Site Services and Excavation	9days	05/01/2023	05/11/2023
22	<input type="checkbox"/> Site Preparation and Setting Out of the Work	2days	05/01/2023	05/02/2023
23	<i>Construction Pre-Start Meeting (On-Site)</i>	1day	05/01/2023	05/01/2023
24	Install Site Construction Fencing (6' high) Allowing Use of Existing Paths	0.5day	05/02/2023	05/02/2023
25	<i>Completed Staked Layout Meeting (On-Site)</i>	1day	05/02/2023	05/02/2023
26	<input type="checkbox"/> Site Grading	4days	05/03/2023	05/08/2023
27	Excavate Splash Pad Layout to 12" below final grade 245 sq. m.	2days	05/03/2023	05/04/2023
28	Excavate Sidewalk Area to 16" below final grade 38 sq. m.	2days	05/05/2023	05/08/2023
29	<input type="checkbox"/> New Vault and Water Connection	5days	05/03/2023	05/09/2023
30	Excavate and Compact Base for In Ground Vault	2days	05/03/2023	05/04/2023
31	Install Mechanical Lockable Steel Vault Utility Cabinet	1day	05/05/2023	05/05/2023
32	Install 2" Poly PES160 Water Tie In from Curb Stop with 2" Gate Valve	1day	05/08/2023	05/08/2023
33	Install 2" Pressure Regulator and 2" Backflow Preventer in Vault	1day	05/09/2023	05/09/2023
34	Excavate For Water Lines to Splash Pad from Manifold	1day	05/08/2023	05/08/2023
35	<input type="checkbox"/> New Sewer Connection	2days	05/10/2023	05/11/2023
36	Excavate Open Trench Near Existing Lift Station to Expose Openings	1day	05/10/2023	05/10/2023
37	Install 6" Wyes for Connection of 6" Splash Pad Drain Lines	0.5day	05/11/2023	05/11/2023
38	Install Tee for Picking Up 150mm Big 'O' Drain Tile	0.5day	05/11/2023	05/11/2023
39	<input type="checkbox"/> New Electrical Connection	3days	05/09/2023	05/11/2023
40	Trench 36" Deep Line from Hydro Meter to New Mechanical Vault	1day	05/09/2023	05/09/2023

	Name	Duration	Start	Finish
41	Install Direct Burial Electrical Cable, Marking Tape and Backfill	1day	05/10/2023	05/10/2023
42	Install GFI receptacle and Bonding Lug	1day	05/11/2023	05/11/2023
43	☐ Spray Pad and Apron Construction	30days	05/11/2023	06/21/2023
44	Layout of Spray Fixtures within Spray Pad Rough Grade	1day	05/11/2023	05/11/2023
45	Auger of 20 holes in total for 24" Sonotube x 48" Deep Holes	2days	05/12/2023	05/15/2023
46	Installation of 24 - 18" Sonotube x 20" for Fixture Footings	2days	05/16/2023	05/17/2023
47	Pour All Sonotube Footings	1day	05/18/2023	05/18/2023
48	Installation of Drains and Connection to New 6" SDR35 WWS Pipe	3days	05/19/2023	05/23/2023
49	Form Perimeter of Splash Pad	3days	05/24/2023	05/26/2023
50	Mount Fixture Bases, Level and Secure	2days	05/29/2023	05/30/2023
51	Plumb Fixtures with 1.5" HDPE pipe back to Manifold in Vault	2days	05/31/2023	06/01/2023
52	Pour Non Shrink Ground Between Fixture Bases and Sonotube Top	1day	06/02/2023	06/02/2023
53	Attach Valves to Poly Pipe with Unions	1day	06/02/2023	06/02/2023
54	Place and Compact 12" of A Gravel in two 6" lifts	2days	06/05/2023	06/06/2023
55	Supply and Install Wire Mesh and Rebar Perimeter and Bond Both	2days	06/07/2023	06/08/2023
56	Attach 6AWG Bonding Wire to Electrical Panel	1day	06/09/2023	06/09/2023
57	ESA Electrical Inspection for Bonding of Pad with 6AWG Bare Copper	1day	06/12/2023	06/12/2023
58	Pour Concrete Pad	1day	06/13/2023	06/13/2023
59	Cut Concrete Pad (1.5" deep in 10' x 10' squares)	1day	06/14/2023	06/14/2023
60	Remove Forms	1day	06/14/2023	06/14/2023
61	Compaction of A Gravel Around Vault and Drainage Lines	1day	06/15/2023	06/15/2023
62	Form Concrete Walkway to Spurline Building 19m x 2m x 0.1m	1day	06/16/2023	06/16/2023
63	Pour Concrete Walkway and Broom Finish	1day	06/19/2023	06/19/2023
64	Cut Concrete Walkway (1.5" deep in 2m x 2m squares)	1day	06/20/2023	06/20/2023
65	Install Spray Equipment and Nozzles	3days	06/15/2023	06/19/2023
66	Caulk Fixtures and Drains	1day	06/20/2023	06/20/2023
67	Test and Trial Run	1day	06/21/2023	06/21/2023
68	☐ Landscaping and Grounds Work	7days	06/15/2023	06/23/2023
69	Remove A Gravel Driveway and Culvert	1day	06/15/2023	06/15/2023
70	Rough Grade Gravel around Perimeter	1day	06/16/2023	06/16/2023
71	Grade Swales Around Splash Pad	1day	06/19/2023	06/19/2023
72	Supply and Place Topsoil (150 cubic metres)	2days	06/20/2023	06/21/2023
73	Supply and Place Sod (830 square metres)	1day	06/22/2023	06/22/2023
74	Sweeping of Asphalt and Concrete Surfaces	1day	06/23/2023	06/23/2023
75	☐ Final Acceptance	4.5days	06/26/2023	06/30/2023
76	Complete Final Inspection for Substantial Completion	1day	06/26/2023	06/26/2023
77	Site Cleanup and Removal of Fence and Tree Protection	1day	06/27/2023	06/27/2023
78	Operation and Maintenance Manuals	1day	06/27/2023	06/27/2023
79	Staff Training and Review	1day	06/28/2023	06/28/2023
80	Record Drawings and Provide Manuals and As-Builts in PDF	1day	06/28/2023	06/28/2023
81	Perform final walk-through inspection	0.5day	06/29/2023	06/29/2023
82	<i>Total Performance of the Work Meeting (On-Site)</i>	1day	06/29/2023	06/30/2023

SECTION 4.4: PROJECT METHODOLOGY

SECTION 4.4.1: BUDGET CONTROL AND ASSURANCE

Many large companies have multiple 'layers' of management, sales and engineering. Making changes or special requests not only take precious project time, but also typically consumes valuable project capital. However, by choosing Diamond Head Sprinklers Inc. as your contractor, you can feel confident that your project won't be subject to these layers of 'red tape' when it comes to considering change orders and decision making that can often occur within minutes or hours now, at little to no cost to the client because of our teams flexibility along with our strong relationship with our equipment suppliers.

One of the advantages of having Kent Fay, an experienced Engineer and Project Manager for the past 25 years looking after your project, is that adhering to budget and timeline are two of his greatest strengths. Having this owner from the company on site, one can be reassured that there will always be a strong focus on efficiency while always maintaining build quality.

It would be our intention to work on this project 7 days a week without leaving the City until the project is complete. Staying in the City for the duration of the project allows us to take advantage of all good weather days and work on days of less activity by the general public. As indicated in the other sections, our key personnel will be Kent Fay as the project manager and Dave Carey as the Site Manager for this project. Over the span of 40 days on site, at 10 hours per day, their main focus as a team will be to maintain not only the timeline as indicated, but also the budget as per the indicated pricing items in the Pricing Section. Working closely with the members of the City of Temiskaming Project Team, we will execute build of this park with great focus and commitment.

If one was to contact our previous clients, we would guarantee that ALL of them would confirm the fact that budget was always a focus by Diamond Head Sprinklers Inc. We know that the money that has been allocated to this project comes from many sources. One of those sources is often from the community through fund raising efforts. Because our company is often involved with these projects from the very start, we appreciate and respect the work that goes into fundraising efforts and respect that money as if it was our own. Someone has taken the time and effort to sell hot dogs, attend a Bingo, sell products to their family and friends, write a grant proposal, apply for funding or volunteered as a team member to oversee the raising of money for a project. We have the responsibility to take that previous workload and commitment by others seriously and treat that project money with the same respect and energy that it took to come about.

SECTION 4.4.2: TRAINING AND AFTER CARE SERVICES

We believe strongly in ensuring that we leave the project in capable hands. Ongoing project maintenance costs can be better managed by properly training the staff that needs to run the site day to day. This is why we allow for two (2) days of training in our initial quotation; we want our client to feel comfortable before we leave the site. Having a trained staff that understands the reasoning behind both design and build will ultimately lead to lower overall project maintenance costs with fewer mistakes and stronger preventative programs.

We are confident that reaching out to any of the past project teams we have worked with would yield positive feedback in regards to our After Care Services. This positive recognition is only achieved by continuing to be responsive to the client many months and years after final acceptance.

Reviewing the letter of reference from the Town of Gravenhurst is the best summary of the After Care service we provide to all of our clients. This letter speaks to the training, coaching, support and recommendations that we will offer prior to, during and following our builds.

The beginning of wisdom is to call things by their right names. We ensure parts are labelled and diagrams are provided so that both the maintenance team from the Town and our support staff are speaking the “same language”. By using pictures, maps and diagrams, troubleshooting is often accomplished without the need for a actual site visit.

The potential to have a surprise on-site visit by Kent Fay or Dave Carey during the lifecycle of the project is extremely high. We make an effort every season to visit past projects in the Spring and again in the Fall to speak with City staff and residents for feedback and review and to offer advice free of charge.

Being available to support staff with video conferencing, telephone support or site visits is important to Diamond Head Sprinklers Inc. Since 2005, we have led the industry with innovation in new technology in both our offices and in the field. We are always available for a phone conversation 7 days a week, and are known to reply to emails 24 hours a day! A quick video chat has often saved the need for travel and helped ensure maximum uptime of these important assets.

We have worked in many small communities and understand the importance of Uptime when it comes to recreational services during limited summer months. Nothing is more important than ensuring issues are dealt with quickly and correctly. Managing public perception is equally important and seeing a splash pad that isn't working, is certainly upsetting for all teams. We will do everything we can to ensure maximum uptime of your investment. We provide preventative maintenance suggestions to alleviate excessive wear and tear on fixtures, valves and solenoids.



SECTION 4.4.3: COMPLETE PRICING TRANSPARENCY

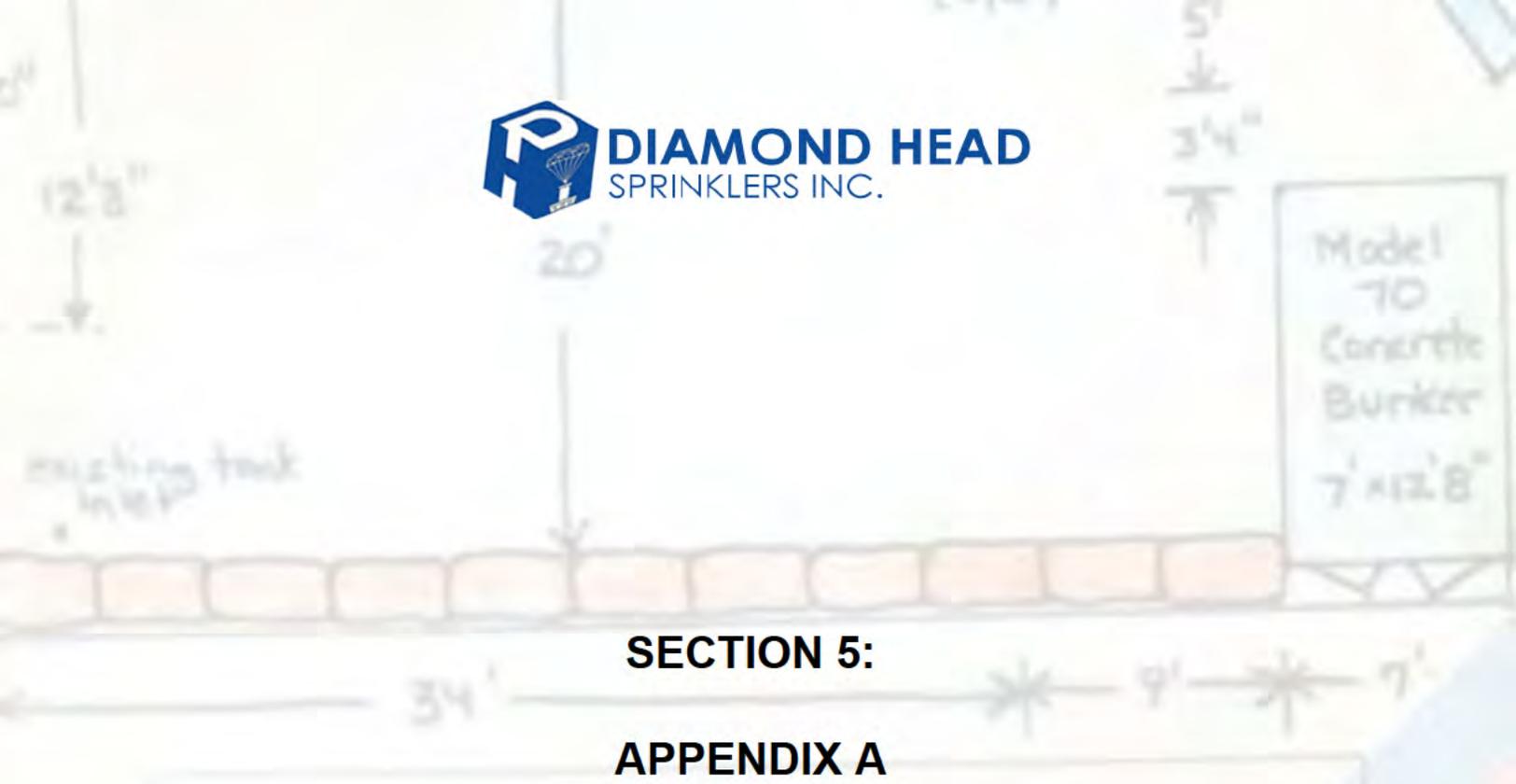
When the owner of a company is also the project manager, there are fewer questions and unknowns in regard to project pricing. That is why we feel very comfortable and confident in maintaining complete pricing transparency throughout the duration of the project. As you will see in this proposal, we detail every line item in our initial proposal. Having worked on many projects, we also have the experience to recommend any changes that may occur as the project develops when it comes to soil changes or other unique site conditions unknown at the time of project proposal.

We have the ability to provide quick accurate pricing and quote updates without having to relay the information through multiple layers of company hierarchy. Whether it's changing the width of a proposed sidewalk to make for a better project, or moving the position of a fixture, sign or post; we are confident you will find that our company is one of the most flexible and reasonable contractors you have worked with. Rather than increase project costs, we are comfortable making suggestions or providing cost alternatives to our clients to make for a successful project when it comes to budget. This is very evident when one reviews our Letters of Reference and sees the comments from City and Town representatives that have worked with us. Selecting a company that isn't focused on ensuring that multiple layers of management and 'middle men' make money, simply makes sense.

SECTION 4.4.4: WARRANTY AND MAINTENANCE

WARRANTY CONDITIONS

1. Warranty coverage will begin on the City's first In-Service Date.
2. Diamond Head Sprinklers Inc. guarantees the work for five (5) years from date of substantial completion against all defects in material, equipment and most importantly, workmanship.
3. This guarantee covers repair damage to all parts of the premises resulting from leaks, or other defects in material, equipment, and workmanship to the satisfaction of the Town.
4. Repairs deemed necessary due to defect, will be made promptly and at no cost to the Town.
5. Modifications to spray equipment without prior written approval will void all warranties covered by this document.
6. Product Warranties are limited to the value of parts and components sold.
7. All warranty claims against shipping damages or missing parts will be in accordance with the Terms & Conditions of the Sale Agreement.
8. It is the responsibility of the owner to inspect all aspects of their facility at regular intervals. All maintenance, including Winterization, must be performed in accordance with the Owner's Manual and documented in an approved log book, failing which the warranty shall be void.
9. Diamond Head Sprinklers Inc. will not assume responsibility for natural wear and tear, acts of vandalism, damage caused by negligence or damage caused by wind, rain, fire or lightning.
10. Proper documentation as deemed reasonable to Diamond Head Sprinklers Inc. will be required to support and verify all warranty claims. Failure to provide such documentation could result in a warranty claim being denied.
11. Any warranty issues are governed by the laws of the province of Ontario, Canada.
12. Warranty claims will only be processed for accounts considered to be in good standing at the time the claim is made.
13. The foregoing warranties are exclusive and in lieu of all other warranties, including any other warranty of quality, express or implied, and including any warranty of merchantability, or any warranty of fitness for any particular purpose. There shall be no liability for incidental or consequential damages under foregoing warranties.



SECTION 5:

APPENDIX A



SECTION 5.2: SOCIAL RESPONSIBILITY AND ENVIRONMENTAL IMPACT

Diamond Head Sprinklers Inc. has a long history and has formed deep roots within communities in which we live and work in. For over 30 years, individuals, families, businesses and organizations have been able to count on us to deliver on the promises we make. We strive to be a socially responsible company that takes a proactive approach to ensuring we make a positive impact in everything that we do. In addition to meeting the ethical standards set out in our Code of Conduct, we are guided by a comprehensive governance framework. Our commitment includes but is not limited to:

Building stronger communities together

Relationships are at the heart of our success in business and in supporting our communities. Since our inception, contributions to local charities and community initiatives have exceeded \$100,000 and we continue to strive in being known as an organization who promotes trust and respect for one another.

Engaging staff in the workplace and the community

Our employees are actively involved with local causes that matter to them, and we recognize their efforts. Every year we grant 16 donations of \$250 each to registered charities that our employees volunteer with. This allows us to recognize their efforts and promote the value of the charities and causes they are personally committed to.

Building mentally healthier workplaces

We recognize that healthy mental health is a priority in any successful business. To this end, we provide education and training on mental health and actively work to reduce the stigma associated with mental illness and injury. By building relationships, encouraging open conversation, and participating in Mental Health Week, we continue to strive in being a great workplace environment and one who supports employees dealing with personal challenges.

Managing our environmental impact

Today, more and more people are mindful about the products they use every day, their associated environmental impact, and global warming contributions. At Diamond Head Sprinklers, we take every effort to minimize our carbon footprint in all we do. As certified professionals within the industry, our philosophy in designing and managing water systems is to minimize your cost by conserving water with optimal water system designs and schedules. Not only is this important to reduce your end costs, but we believe that water conservation is our environmental responsibility. One of the most common challenges that we are asked to address is the high cost of our customer's water bills. This is one of our favourite projects because we can often deliver better results using LESS water by carefully calibrating your water system and monitoring your use seasonally. We look at each zone and determine the runtime based on

ROTARY SPLASH PAD

appearance and splash pad use. We recommend low precipitation nozzles, weather based control systems and regular splash pad tune ups. DHS Inc. is passionate about our environment, water saving and water reclamation, they put this passion into their work. We do the job right the first time because there's not enough water to make mistakes. Our goal is to make every drop count.

Eco-solutions implemented

We are the leading installer in the province of cisterns, holding tanks and rain barrels utilizing reclaimed water. Converting older, inefficient systems using low-pressure drip irrigation, moisture sensors and ET controllers, we can often improve efficiencies from 30 and 40 percent to 75 and 85 percent.

In the field, using our vehicle feedback systems courtesy of our GPS tracking units, technicians are monitored and encouraged to reduce idling habits. Using our scheduling software, we are able to maximize travel routes to minimize distance traveled and allow us to be more efficient with less travel time.

In the DHS Inc. offices, we are vigilant in recycling and composting efforts. We are reducing paper by emailing invoices and using Netbooks for information gathering and tracking.

Eco-responsible paper

The paper we do use is Eco-Responsible FSC (Forest Stewardship Council) certified, acid-free, elemental chlorine-free paper, which is recognized by the WWF and Rainforest Alliance as the leading standard in responsible forest management. We recycle batteries returned to the offices from the field and implemented a program to ensure the turning off lights and computers at night when not in use. Our most recent mini project included the hiring of subcontractors that will only use eco friendly cleaners.

Eco-friendly batteries

We switched to use only ECO Alkaline batteries in all of our controllers, remotes, sensors and timers beginning in 2012. Manufactured with 0% Mercury, 0% Lead, 0% Cadmium – Eco Alkaline Batteries set the standard for responsible disposable alkaline batteries. By purchasing Eco Alkalines™ Batteries, you're doing your part to reduce the CO2 and climate change impact brought about by the production, distribution and disposal of alkaline batteries.



SECTION 5.3: INCLUSION AND DIVERSITY POLICY

Diamond Head Sprinklers Inc is committed to supporting an inclusive and diverse workplace that recognizes and values difference. We recognize that our diversity — the many different and unique things we individually and collectively bring to work each day — contributes to building a stronger workforce and a better company for all of us to enjoy.

Diamond Head Sprinklers Inc respects and appreciates differences in age, ethnicity, Indigenous origin or heritage, gender, physical attributes, beliefs, language, sexual orientation, education, nationality, social background and culture or other personal characteristics.

We know that making the most of the wealth of ideas, talents, skills, backgrounds and perspectives all around us — helps us to do more and be more —together. As such, we consciously work to create an environment that respects and values the diversity of the people and world around us.

Diamond Head Sprinklers Inc promotes and fosters an inclusive and diverse workforce in order to:

- Contribute to innovation and better decision making through exposure to increased perspectives and ideas
- Attract a broader pool of candidates and improved employee retention
- Build a strong workforce that is engaged and contributing to Diamond Head’s social and economic goals
- Better reflect the diversity of the communities in which we build our parks

Our commitment to inclusion and diversity is reflected in all levels of our company, beginning with our management, which considers diversity in the selection criteria for new team members and senior team appointments.

Diamond Head’s focus on inclusion and diversity aligns with our company’s core values of integrity and respect for everyone.

A handwritten signature in black ink that reads 'Kent Fay'.

Kent Fay

President



SECTION 5.4: VALUE ADDED

If one was to contact our previous clients, we would guarantee that ALL of them would confirm the fact that budget was always a focus by Diamond Head Sprinklers Inc. We know that the money that has been allocated to this project comes from many sources.

One of those sources is often from the community through fund raising efforts. Because our company is often involved with these projects from the very start, we appreciate and respect the work that goes into fundraising efforts and respect that money as if it was our own. Someone has taken the time and effort to sell hot dogs, attend a Bingo, sell products to their family and friends, write a grant proposal, apply for funding or volunteered as a team member to oversee the raising of money for a project. We have the responsibility to take that previous workload and commitment by others seriously and treat that project money with the same respect and energy that it took to come about.

Build for the Long Term Right from the Start:

This project is beginning with a very solid base for the splash pad that will stand the test of many seasons. Our 32 MPa concrete pads contain all three of the possible reinforcements; mesh fibre, steel rebar and steel wire mesh. Many other companies will only use one of these three items and seek for cost increases if required to modify. Although cracking of concrete is unavoidable, one can control cracking and eliminate shifting or trip hazards by using all three of these reinforcement supplies from the very start.

Many large companies have multiple 'layers' of management, sales and engineering. Making changes or special requests not only take precious project time, but also typically consumes valuable project capital. However, by choosing Diamond Head Sprinklers Inc. as your contractor, you can feel confident that your project won't be subject to these layers of 'red tape' when it comes to considering change orders and decision making that can often occur within minutes or hours now, at little to no cost to the client because of our teams flexibility along with our strong relationship with our equipment suppliers.

SECTION 5.5: CONTROLLER SEQUENCES AND ACTIVATION

Each fixture on the spray pad receives water from a plastic valve on the manifold in the mechanical chamber. These 24V AC electric solenoid valves are controlled by the programming in the controller. The controller is sized to be capable of running all valves at the same time, although that does not happen during regular operating procedure. Each of these valves have a flow control handle on them. This is a mechanical method to control the opening of the diaphragm and by doing so, controlling the flow rate that goes through the valve and out to the fixture. By adjusting this flow control handle, the water will 'shoot' further or higher as the valve is opened. The nice feature with this control, is that each fixture can be precisely set up to spray a pattern that limits overspray and maximizes the efficiency of each fixture.

We have quoted the installation of the 18 valve controller. As mentioned, it can run any number of valves during the 12 programmable step sequences. That is, one can determine how many fixtures they want to run at the same time during any of the sequencing steps in the controller. The activator posts on the spray pad will start the sequence of the spray pad when the start button is touched. One activated, the controller will run through the programmed 12 steps, each for an adjustable length of time. That is, the steps can have different run times which works for fixtures that have a long fill time compared to others. At the end of the 12th step, the controller stop powering the solenoids and return to a 'Ready' status. The controller would then need to be activated by the spray pad activators to run another sequence loop. This process will continue as long as the activator is used during the set daily run times, each day of which can be adjusted based on City preferences using the 24 hour programmable clock.

These fixtures are truly not of a fixed GPM as one may think as each fixture can be flow controlled using the valve that feeds it. When we used to install regular, non flow controlled valves, the GPM was then only dependent on the nozzle and dynamic pressure, but now that each valve is flow controlled, there is no such thing as fixed GPM for a fixture or a programmed sequence, allowing us the flexibility in setup to modify spray radius and water usage.

For example, we can decide if a dumping bucket will dump once every minute or once every hour, simply by adjusting the flow control knob on the 1.5" valve and the programming sequence. Each valve can go from 0 gpm to 50 gpm.

The commissioning process is where we balance reasonable water use with expected pad excitement. A pad that only has one active feature at a time for instance, scores excellent in the water use category, but would be extremely boring and quickly lose the interest of users. This is where the expertise of our commissioning team comes in as they work closely with the spray pad owners to ensure a balance is achieved between acceptable water use and spray pad excitement. Waterplay has prepared an initial base program that would be fine tuned during the start-up process.

The Corporation of the City of Temiskaming Shores

By-law No. 2023-017

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision
29 King Street**

Roll No. 54-18-030-009-150.00 & 54-18-030-009-206.00

Whereas Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas Council considered Memo No.004-2023-CS at the February 21, 2023 Regular Council meeting and directed staff to prepare the necessary by-law to deem PLAN M67NB LOTS 18 TO 30 PT LOTS 21 TO 29 BLK M PCLS 23207,13943, 11452SST to no longer be lots on a plan of subdivision for consideration at the February 21, 2023 Regular Council meeting;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
3. PLAN M67NB LOTS 18 TO 30 PT LOTS 21 TO 29 BLK M PCLS 23207,13943, 11452SST.
4. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
5. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
6. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

7. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
8. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
9. That the passing of this by-law shall be subject to the provisions of the Planning Act.
10. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

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

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2023-018

**Being a by-law to authorize the Sale of Land being Lots
226-230 on Plan M73NB Bucke Township to TIME Ltd.**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, 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 By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council considered Administrative Report No. CS-045-2022 at the December 6, 2022 Regular Council meeting and directed staff to prepare the necessary By-Law to purchase of Lots 226-230 on Plan M73NB from the Ontario Northland Railway for \$4,250.00 plus applicable taxes and other such considerations; and

Whereas Council considered Administrative Report No. CS-006-2023 at the February 21, 2023 Regular Council meeting and directed staff to prepare the necessary By-Law authorize the sale of Lots 226-230 on Plan M73NB to TIME Ltd for the amount \$4,250.00 plus applicable taxes and other such considerations at the February 21, 2023 Regular Council meeting.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law.
2. That Council authorizes the entering into an Agreement of Purchase and Sale between TIME Ltd. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law.

3. That Council agrees to sell the subject land in the amount of \$4,250.00 plus applicable taxes and other such considerations outlined in the said agreement, for the land described as:
 - PIN 61397-0923 (LT), being Lots 226-230 on Plan M73NB (Bucke Township)
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

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

Mayor

Clerk

Offer to Purchase

Timiskaming Industrial Mining Equipment (TIME) Ltd.
(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,
(as "Vendor") to purchase the property being:

PIN 61397-0923 (LT), being Lots 226-230 on Plan M73NB

(herein called the "Real Property") at the purchase price of Four Thousand, Two Hundred and Fifty Dollars (**\$4,250.00**) payable to the Vendor subject to adjustments, on the closing date hereinafter set forth.

The Purchaser acknowledges that the land forming part of this transaction is being purchased in an "as is where is" condition without any representations or warranties whatsoever.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing, failing which this Offer to Purchaser shall be null and void. Only the Vendor may waive this condition at its option.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not

available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before (TBD) which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or

- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

Each party to pay the costs of registration and taxes on his own documents.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction, as well as the Vendor's legal fees related to the acquisition of the Property in the amount of \$1154.03.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2023.

in the presence of:

Purchaser: **TIME Ltd.**

Per: _____

Purchaser's Address:

560 Browning St., Box 1330
Haileybury, ON P0J 1K0

The Vendor hereby accepts the above offer.

Dated at the _____ this _____ day of _____, 2023.

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

Mayor – Jeff Laferriere

Clerk – Kelly Conlin

Vendor's Address:

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

Attn.: Kelly Conlin, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

To be Provided

Vendor's Solicitor:

Kemp Pirie Crombeen

P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-7353

The Corporation of the City of Temiskaming Shores

By-law No. 2023-019

Being a by-law to enter into an Agreement with Sylvain Gelineau for the Operation of Bucke Park Campground for the 2023 Operating Season

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

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

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

Whereas Council considered Administrative Report RS-002-2023 at the February 21, 2023 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Sylvain Gelineau for the operation of Bucke Park for the 2023 term; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an agreement with Sylvain Gelineau for the operation of Bucke Park from April 28, 2023 until October 16, 2023.

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

1. That the Mayor and Clerk be authorized to enter into an agreement with Sylvain Gelineau for the Operation of Bucke Park for the 2023 term, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor

Clerk



Schedule “A” to

By-law 2023-019

Agreement between

The Corporation of the City of Temiskaming Shores

And

Sylvian Gelineau

for the Operation of Bucke Park Campground
for the 2023 Operating Season

This agreement made the ____ day of _____, 2023.

Between:

CITY OF TEMISKAMING SHORES
(Hereinafter called the “City”)

And:

Sylvain G. Gelineau
(Hereinafter called the “Operator”)

WHEREAS the City is the owner of the lands described as follows:

North Part of Lot 15; Concession 1; Bucke Township; Parcel 4139 N.N.D.
(Hereinafter called the “Lands”); and

On the Lands there is a two-storey main building
(Hereinafter called the “Chalet”)

AND WHEREAS the parties hereto have agreed to enter into this agreement.

1.0 PREMISES

The City hereby permits the Operator the Lands municipally known as “Bucke Park” as shown on Schedule “A” hereto attached.

2.0 INGRESS AND EGRESS

Together with right of ingress and egress for the Operators servants, family, invitees, and patrons, the use of entrance, halls, stairways, rooms, landings, walkways, driveways, park lands, docks, beaches, parking lots, and stopping areas in and about the lands and structures. (Hereinafter called the “Common Areas”).

3.0 TERM AND RATE

The term of this lease runs from April 28, 2023 to October 16, 2023

The City shall pay the Operator \$18,250 to render services as laid out in this agreement. Payment will be made in four (4) payments to the operator.

Payments shall be made in the following manner:

- 3.1 25% payment on May 12, 2023
- 3.2 50% payment on July 28, 2023

3.3 15% payment on September 29, 2023

3.4 10% payment on October 16, 2023

The Operator shall be responsible for providing the City the necessary documentation to receive payment by Electronic Funds Transfer.

The Operator shall be responsible for providing accurate invoices at least one week prior to the dates listed above to ensure prompt payment by the City.

4.0 INDEPENDENT CONTRACTOR

The City would purchase the services described in this Agreement from the Operator that will be delivered by The Operator and any designates. The Operator is an independent contractor with respect to the provision of said services. In no way shall any provisions of this Agreement be construed to create an employee-employer relationship between the Operator, the Operator’s staff and the City.

Additionally, nothing contained in this agreement shall be deemed to constitute the Parties hereto as partners nor as agents of the other. The Parties are wholly separate legal entities. Neither Party shall have any authority to act for the other or to incur any obligations on behalf of the other.

Accordingly:

- 4.1 The Operator agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Operator or amounts paid by the Operator to its employees or contractors. The Operator agrees to indemnify the City from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- 4.2 The Operator agrees that as an independent contractor, the Operator will not be qualified to participate in or to receive any employee benefits that the City may extend to its employees.
- 4.3 The Operator is free to provide services to other clients so long as there is no interference with the Operator’s contractual obligations to the City.
- 4.4 The Operator has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

5.0 WORKPLACE SAFETY INSURANCE BOARD

The Operator agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario; or written confirmation from the Workplace Safety Insurance Board that the Operator and employees are not subject to Workplace Safety Insurance.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Operator. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

6.0 INDEMNIFICATION AND SAVE HARMLESS

The Operator hereby covenants at all times to indemnify and save harmless the City against all claims and demands which may be brought against or made upon the Operator and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Operator, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this agreement.

7.0 CITY’S COVENANTS

Telephone/Electricity

- 7.1 To pay when due the cost of the electricity costs supplied to the Chalet and Lands during the term of the agreement.
- 7.2 To pay for the provision of a telephone with unlimited talk for use by the operator for the duration of the contract.

Sanitary Collection System

- 7.3 Pay for the costs associated with the Sanitary Collection System and programs unless otherwise specified.
- 7.4 To utilize a licensed waste hauler in respect to the Wastewater Holding Tanks and pay all associated costs for such unless otherwise specified.

Trailer/Tent/Transient Sites

- 7.5 Rent trailer, tent and transient sites to seasonal campers as shown on Schedule “B” hereto attached. The City must approve any modifications to any existing or proposed trailer, tent and/or transient sites.

- 7.6 The City will provide the Operator with a City debit/credit machine or equivalent to the satisfaction of the City.
- 7.7 The City will provide the Operator two (2) seasonal sites for use by the Operator at no charge.
- 7.8 The City will be solely responsible for the administration of seasonal site agreements including the collection of fees.

Maintenance and Repair of the Lands

- 7.9 During the term of the agreement and any extension thereof to keep the said lands and chalet including windows, and fixtures therein in good repair, reasonable wear and tear, and damage by fire, lightning, tempest, flood, explosion, act of God, or the Queen's enemies, riot, civil commotion, insurrection, structural defects and other causes not the fault or responsibility of the Operator or any of its employees, only excepted, and to deliver them up in such condition on the termination of the lease.

Rates

- 7.10 The City will establish rates for transient sites, trailer sites, tenting sites and docking facilities.

Access to the Lands

- 7.11 To provide the Operator, members, invitees and servants reasonable access to the land by means of grading access road. Grading will be in accordance with Ontario Regulation 239/02 'Minimum Maintenance Standards for Municipal Highways'.

Access to Chalet

- 7.12 To permit the Operator, members, invitees and servants and all persons lawfully entitled to use, by this agreement, entrance to the washrooms, laundromat and meeting areas of said building. No access to the chalet is permitted for the purpose of sleeping, camping, overnight stays, etc.

Insurance

- 7.13 To provide for insurance against perils such as fire, wind, snow and other acts of God.

Chalet Maintenance

- 7.14 To ensure that the Chalet is structurally sound and to alleviate any structural defects which may arise.

Park Maintenance

- 7.15 The City shall provide funds for the materials and supplies to repair and maintain the park grounds, waterfront, docks and roadways as needed due to normal usage. The city shall be responsible for the installation and removal of docks.

Material Supplies

- 7.16 The City will approve and provide the necessary materials and supplies required for the general maintenance of the Chalet and said lands.
- 7.17 The City will provide the necessary janitorial supplies for the operation of the park including cleaning supplies, paper towels and toilet paper.

Drinking Water System

- 7.18 The City will ensure that the drinking water system is in compliance with the Ontario Safe Drinking Water Act.
- 7.19 The City will provide the necessary water testing equipment.

Waste Collection

- 7.20 The City shall provide waste collection at the park for use by the Operator and patrons of the park.
- 7.21 The City shall provide recycling collection at the park for use by the Operator and patrons of the park.

Fire Control

- 7.22 The City shall provide a Burning Permit to the operators at no cost.

8.0 OPERATOR’S COVENANTS

Water Distribution System

- 8.1 Operator is to ensure that free available chlorine (FAC) residual is tested and recorded every 24 hours, turbidity is tested and recorded every 72

hours and that checks are completed by trained personnel as per Timiskaming Health Unit Directive dated August 26, 2019 hereto attached as Schedule “C”. The Operator is also required to provide all records of testing to the City on a monthly basis.

- 8.2 The Operator is required to provide to the City a list of all personnel, including name and cell number, who will be conducting water system testing and recording.

Sanitary Collection System

- 8.3 The Operator will oversee the disposal of waste by all park patrons into the waste disposal system as provided by the City. The Operator shall be responsible for any cleaning necessary due to the misuse of the waste disposal system.

Park Operation

- 8.4 The Operator shall ensure that transient sites are reserved for occupants whose length of stay is no longer than (15) consecutive days.
- 8.5 The Operator shall supply a receipt to the camper and the City for all transactions and they shall forward a copy of all receipts each Monday to the City.
- 8.6 The Operator shall forward all funds from Campsites and Boat Slips to the City on Monday of each week.
- 8.7 The Operator may operate a small confectionary (pre-packaged items only). Any profit/loss from this operation is that of the Operator.
- 8.8 The Operator shall have the option to provide a waste disposal service for both tenants and non-tenants of Bucke Park and have the right to charge a fee for that service. There must be a fee of a minimum of \$5 for any waste disposal by non-tenants of Bucke Park. If a fee is charged for waste disposal the Operator is responsible to remit \$5 per fee charged to the City.

Cost of Repairs when Operator at fault

- 8.9 That if the chalet, heaters, light fixtures, pipes and other apparatus (or any of them) used for the purpose of heating the building, or if water pipes, drainage pipes, or the roof, outside walls or windows of the chalet get out of repair or become damaged or destroyed through the negligence, carelessness or misuse by the Operator, his directors, members, invites, servants, agents, or anyone permitted by him to be in the chalet, the

expense of any necessary repairs, replacements or alterations shall be the exclusive cost of the Operator.

Assigning of Subletting

- 8.10 The Operator may not assign temporary use to other bodies unless prior written consent is received from the City, which consent will not be unreasonably withheld. The Operator will be responsible for all provisions of this agreement when temporary use is assigned to other bodies.

Park Maintenance

- 8.11 The Operator shall be responsible for the repair and maintenance of the park grounds, waterfront, docks and roadways in need of such caused by normal usage.

Devil’s Rock Trail System

- 8.12 The Operator shall at least once per month during the term of this agreement review the Devil’s Rock Trail System as outlined in Schedule “A”, hereto attached which included signage, all trails, lookouts, and access from Highway 567. The Operator shall maintain the trail system such that the system is passable by visitors and report to the City any damage or necessary work required to be conducted by the City beyond the capability of the Operator.
- 8.13 The Operator shall maintain a log book, supplied by the City to record visitors utilizing the Devil’s Rock Trail system via Bucke Park Campground.

Cleanliness

- 8.14 The Operator shall be responsible for janitorial services so as to cause the buildings with the park to be kept in a state acceptable to the Timiskaming Health Unit and the City.

Entry by City

- 8.15 To permit the City or its agents to enter upon the premises at anytime and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to any structure, and the Operator shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the landlord shall give reasonable advance notice to avoid inconvenience to the Operator given the private and confidential nature of the profession of the Operator.

Alterations

- 8.16 Except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Chalet or the Lands without obtaining prior written approval of the City which approval shall not be unreasonably withheld.
- 8.17 The Operator shall also prohibit the erection of any permanent buildings or structures of any kind whatsoever to any trailer or vehicle within the camp. Accessory and non-permanent structures may be erected so long as they are removed from the Lands or stored in areas designated by the City for that purpose. The City reserves the rights to refuse this privilege as it sees fit.

Reports by Operator

- 8.18 The Operator shall prepare a monthly report to be sent to the Director of Recreation at the end of every month that a tenant occupies the park and will include the following information: revenue collected, number of transient site stays, notes from each week and attendance at the park by the public. The Operator shall also prepare an end of season report that will review the previous year's operations and recommend any improvements they deem necessary. This report will be reviewed by the City. The City may or may not incorporate the recommendations.

Usage of Park

- 8.19 The Operator will ensure all patrons respect that the lands, with the exception of the established sites, are for freehold public use. The Operator may not charge or unreasonably restrict use of the boat launch, parking areas, beach, and fishing or common park areas within the lands.

Fire Control

- 8.20 The Operator shall obtain a burning permit from the City of Temiskaming Shores in accordance to regulations and abide by any restrictions announced throughout the operating season.
- 8.21 The Operator shall ensure that no person shall light or use an open fire except in fire pits designated for such purpose.
- 8.22 It is the responsibility of the Operator to ensure that campers follow the provisions of the fire permit and that there are no burning restrictions in place.

Boat Slips at Marina

- 8.23 The Operator is entitled to rent boat slips to the general public. The Operator will ensure that at least two (2) transient slips are available at all times. Boat slip locations will be at the discretion of the Operator and the Operator has the discretion to request a boat slip tenant to move to a different boat slip. Storage of boats on the outside of the break-wall or in a manner that prohibits the use of the launch shall be prohibited.
- 8.24 The Operator is responsible for the maintenance of the slips for the duration of this agreement.
- 8.25 All boat slip fees are to be forwarded to the City each Monday.

Park Rules

- 8.26 A list of park rules that the Operator is responsible for enforcing are as indicated in Schedule “E” – *PARK RULES*, hereto attached. Additional rules may be added at the discretion of the City.

Communication

- 8.27 All communication surrounding the terms of the lease and administration of Bucke Park and its sites shall be made from the Operator to the Director of Recreation.

List of Operators

- 8.28 The Operator shall provide a list to the City before the start of this agreement that includes the name, residential address, phone number and email of all owners, directors, management and employees of the Operator.

9.0 PROVISOS

Provided always and it is hereby agreed as follows:

Amendments

- 9.1 This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

Replacement of Damaged Facilities

- 9.2 In the event that the complete destruction of or damage to the chalet or partial damage to the building which results in the Operator’s inability to

reasonably carry on his business therein, the Agreement shall cease until the premises are fit to allow the operator to reasonably carry on his business. The City shall begin the repair or replacement thereof and with due diligence repair or reconstruct the structure of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the City.

- 9.3 The City, instead of repair or replacement may at its option terminate this agreement on giving to the Operator within thirty (30) days of the happening of the damage or destruction notice in writing of its intention. Upon notification thereupon any payments for which the City is liable under the agreement shall be apportioned and paid to the date of such happening of the damage or destruction and Operator shall immediately deliver up possession of the Lands to the City.

Damage to Lands

- 9.4 The city shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Operator to employees of the Operator to any other person while in the chalet or on the Lands unless such loss, damage or injury shall be caused by the negligence of the City or its employees, servants or agents and the City shall not be liable in any event for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the chalet or from the water, steam or drainage of the chalet or from any other place or quarter not for any damage caused by or attributable to the condition or arrangement of any electric or other wiring not for any damage caused by anything done or omitted by any other Operator.

Impossibility of Performance

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

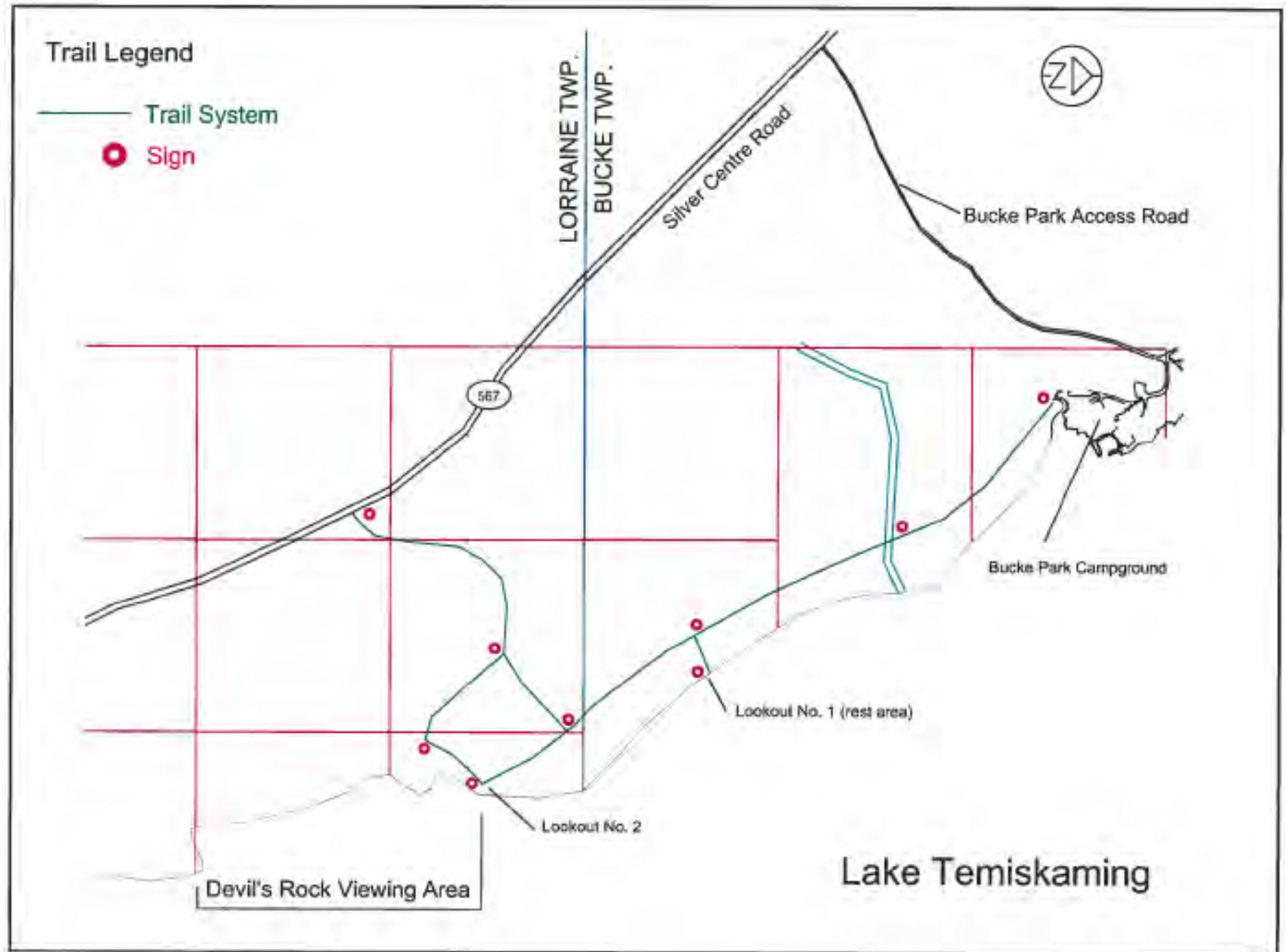
be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Effect of Agreement

- 9.6 This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators of the City, as the case may be, of each (and every) or the parties hereto, and where there is more than one Operator or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.

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SCHEDULE A



SCHEDULE B





Services de santé du

TIMISKAMING
Health Unit

Enhancing your health in so many ways.

Head Office:

247 Whitewood Avenue, Unit 43
PO Box 1090
New Liskeard, ON P0J 1P0
Tel.: 705-647-4305 Fax: 705-647-5779

Branch Offices:

Dymond Tel.: 705-647-8305 Fax: 705-647-8315
Englehart Tel.: 705-544-2221 Fax: 705-544-8698
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

www.timiskaminghu.com

August 26, 2019

City of Temiskaming Shores

Attention: Steve Burnett, Manager of Environmental Services

Re: Small Drinking Water System #86309NEKD located at the Bucke Park, Bucke Township, City of Temiskaming Shores, ON

This letter is to inform you that the site specific risk assessment of the Small Drinking Water System (SDWS) located at Bucke Park was completed on August 20, 2019. Based on that risk assessment, it was determined that the requirements and actions specified in the enclosed Directive are necessary to ensure a safe water supply to the users. The Directive has been served on the City of Temiskaming Shores, the current owner of this system and remains in effect for any future owner(s) or operator(s) of this system.

Please familiarize yourself with the following sections of Ontario Regulation 319/08:

- Section 5(6) detailing requirements for notification and sampling after a shut-down period of 60 days or more;
- Section 17 detailing sampling location;
- Sections 9, 10, 11, 14(9) and 24 detailing record keeping; and,

The owner and operator of a small drinking water system shall ensure that, for every sample required by this Regulation, a record is made of the date and time the sample was taken, the location where the sample was taken, the name of the person who took the sample and the result of the drinking water test conducted on the sample. O. Reg. 319/08, s. 24 (1).

Records relating to maintenance on the water treatment equipment could include filter backwash/changes, UV bulb changes, and season start up/shut down dates. Records relating to adverse events must also be kept for at least five years.

While certain sections have been highlighted in this letter, please read the regulation carefully to ensure compliance with all sections that apply to this system. A copy of Ontario Regulation 319/08 (Small Drinking Water Systems) is enclosed.

If you have any questions or concerns, please do not hesitate to contact our office.

Regards,

Maria McLean, CPHI(C)
Public Health Inspector



Services de santé du

TIMISKAMING
Health Unit

Enhancing your health in so many ways.

Head Office:

247 Whitewood Avenue, Unit 43
PO Box 1090
New Liskeard, ON P0J 1P0
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www.timiskaminghu.com

Bucke Park Campground
523060 Bucke Park Rd.
North Cobalt, ON
P0J 1K0
SDWS# 86309NEKD

Directive Document under Ontario Regulation 319/08

Made pursuant to section 7 of O. Reg 319/08 (Small Drinking Water Systems) made under the *Health Protection and Promotion Act*, R.S.O. 1990 c. H.7

I, Maria McLean, a Public Health Inspector of the Timiskaming Health Unit direct the owner(s) and the operator(s) to follow the requirements and take the actions that are specified in this Directive. The owner(s) and the operator(s) shall ensure that the small drinking water system is operated in accordance with the requirements of O. Reg. 319/08.

On August 20th 2019, Maria McLean conducted a risk assessment on the small drinking water system located at Bucke Park Campground, 523060 Bucke Park Road, North Cobalt, Ontario.

Based on that risk assessment, Maria McLean determined the requirements and actions specified in this Directive are necessary to ensure a safe water supply to the users.

This directive contains legal requirements in addition to O. Reg. 319/08. To ensure that the Small Drinking Water System is in compliance, please familiarize yourself with Ontario Regulation 319/08.

NOTICE

TAKE NOTICE THAT the owner(s) and the operator(s) have a right to request a review of this Directive or amendment by Dr. Glen Corneil, Acting Medical Officer of Health of the Timiskaming Health Unit, pursuant to section 37 of O. Reg. 319/08 (Small Drinking Water Systems) made under the *Health Protection and Promotion Act*. The request must be made in writing and filed, by way of personal service, service by pre-paid registered mail, or service by fax, on the Medical Officer of Health noted below within seven (7) days after this Directive is served on you.

Furthermore, the request shall include the portions of the Directive or amendment to the Directive in respect of which the review is requested; any submission that the applicant for the review wishes the Medical Officer of Health to consider; and an address for purposes of receiving the Medical Officer of Health's decision on the requested review.

Part I
Risk Category

Based on the risk assessment conducted on August 20th 2019, the Small Drinking Water System (SDWS) known as Bucke Park Campground was assigned a MODERATE risk category.

Description of the SDWS:

The SDWS consists of one drilled well (without pit), installed September 29th, 2015 by Puits du Temiscamingue (Well Tag No. A168507). Treatment begins with two cartridge filters, one at 5 microns and one at 1 micron. Water then enters an arsenic removal system (ion exchange) consisting of 3 sets of parallel filters, with 2 filters in each series. Water then enters Trojan UVMax Pro20 equipped with both audible alarm and automatic shut off.

Secondary disinfection consists of a storage/ chlorine mixing tank. Water is subsequently distributed via 3 distribution lines. The first services the chalet, the second services the east campground, and the last services the south campground. Water is further distributed via 10 stand pipes, consisting of 6 connections on each. Each stand pipe has a backflow prevention device. Trailers are required to supply their own water hose to connect to the closest standpipe.

Part II
Treatment System

2.0 The owner(s) and the operator(s) shall ensure that:

- a) The water treatment equipment is operated in accordance with the manufacturer's instructions and in a manner that achieves the design capabilities.
- b) Any written manufacturer operating manuals or instructions that relate to any water treatment equipment must be kept nearby and maintained for 5 years or as long as the water treatment remains in operation, which ever period is longer.

2.1 The owner(s) and the operator(s) shall:

- a) Provide filtration or other treatment as necessary to allow for proper functioning of the disinfecting equipment.
- b) Provide filtration or other treatment necessary to provide water that, when sampled and tested, have less than **0.01 milligrams per liter Arsenic**.
- c) Provide disinfecting equipment that is capable of achieving primary disinfection that is necessary for the removal or inactivation of all bacteria, viruses, and protozoa in the water.
- d) Provide secondary disinfection of the distribution system.

2.2 The owner(s) and the operator(s) shall ensure that the following disinfection treatment requirements are met at all locations within the distribution system unless point of entry device(s) is/are provided:

- Free available chlorine (FAC) residual is never less than 0.05 milligrams per liter.

Part III
Sampling and Testing

3.0 The owner(s) and the operator(s) shall ensure that the following samples are taken and that the following tests are conducted at the frequency that is indicated to ensure that the drinking water sample meets the Ontario Drinking Water Quality Standards:

- a) The sampling frequency for primary parameters (*E. coli* and total coliforms) is **one sample every two months** when water is supplied to the users and at the following locations:
 - Rotational basis to ensure that different branches of the distribution system are sampled throughout the operating season.
- b) That the free available chlorine (FAC) residual is measured and recorded every time a water sample is taken for primary parameters (*E. coli* and total coliforms) testing.
- c) The frequency of sampling for Arsenic in the treated water is a minimum of one sample every two months when water is supplied to users;
- d) Prior to supplying water to users of the system after a period of more than 60 days duration during which the system has not been supplying water to users, the owner and operator shall ensure that a water sample is taken and tested for *E. coli* and total coliforms.

Part IV
Operational Checks

4.0 The owner(s) and the operator(s) shall ensure that:

- a) The operational checks and maintenance of treatment devices are performed in accordance with written manufacturer's operating manual(s) and instruction(s).
- b) Free available chlorine (FAC) is tested and recorded at a minimum frequency of once every 24 hours. Rotate sampling to ensure that different branches of the distribution system are sampled throughout the operating season.
- c) If test results do not indicate the absence of *E. coli* and total coliforms the owner and/or operator shall immediately fulfill the notification, reporting and corrective action requirements under this Regulation;
- d) If test results indicate Arsenic levels exceed the standard prescribed in the Ontario Drinking Water Quality Standards, the owner and/or operator shall immediately fulfill the notification, reporting and corrective action requirements under this Regulation.

Bucke Park Campground, North Cobalt, Ontario
SDWS# 86309NEKD

Part V
Posting of Warning Signage

Not applicable

Part VI
Records

The owner(s) and the operator(s) of a small drinking water system shall ensure that, for every sample required by O. Reg. 319/08, a record is made of the date and time the sample was taken, the location where the sample was taken, the name of the person who took the sample and the result of the drinking water test conducted on the sample.

Part VII
Operator Knowledge and Training

The owner(s) and operator(s) shall be familiar with:

- a) The content of the documents provided by the Health Department.
- b) General protection requirements (water source, source water protection issues, potential system failure, impacts of system failure, notification of users).
- c) Proper sampling techniques and lab submission processes.
- d) Ability to operate and understand why and how the treatment equipment works and what to do if treatment fails.
- e) Ability to maintain the operation of the equipment to manufacturer's instructions.
- f) Distributions systems (how to sample, maintenance, and manage what to do if a distribution system breaks).

The operator(s) requires the following training: Operation of Small Drinking Water Systems course. Can be taken online or in class. <https://wewc.ca/training/courses/>

Included:

Copy of

1. Ontario Regulation 319/08

Bucke Park Campground, North Cobalt, Ontario
SDWS# 86309NEKD

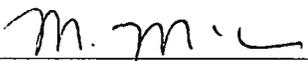
The address of Dr. Corneil is as follows:

Timiskaming Health Unit
Attn: Dr. Glen Corneil
Acting Medical Officer of Health
247 Whitewood Ave, Unit 43
New Liskeard, Ontario P0J 1P0
Fax # 705-647-5779

AND TAKE FURTHER NOTICE THAT this Directive takes effect on the date that it is served on the owner(s) even though a review may be requested.

FAILURE to comply with this Directive is an offence under the *Health Protection and Promotion Act* for which an individual may be liable upon conviction to a fine of not more than \$5,000.00 and a municipality or other corporation may be liable upon conviction to a fine of not more than \$25,000.00 for every day or part of each day on which the offence occurs or continues. Where a corporation, other than a board of health or a municipality, is convicted of an offence under this Act, each director of the corporation and each officer, employee or agent of the corporation who was in whole or in part responsible for the conduct of that part of the business of the corporation that gave rise to the offence, is guilty of an offence unless he or she satisfies the court that he or she took all reasonable care to prevent the commission of the offence.

Dated at the Timiskaming Health Unit, this 26th day of August 2019.



Maria McLean, C.P.H.I. (C)
Public Health Inspector
Timiskaming Health Unit

Served Upon: Steve Burnett, Owner

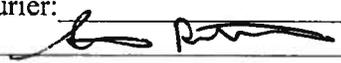
Hand delivered by: _____

Date/Time: _____

-or-

Registered courier: _____

Date: _____

Received by:  _____

Date/Time: Aug 27/19 / 1:12 pm

SCHEDULE D



RULES OF THE BUCKE PARK CAMPGROUND

The City of Temiskaming Shores hires an Operator to manage the campground. The Operator(s) they are authorized to manage the care and control of the park.

Any camper breaching any of these rules may be evicted from the park with no refund permitted.

1) Period of Occupancy

No occupancy will be allowed in the park during the period of November 1st to April 30th. Trailers may be stored on the site if the appropriate winter storage agreement has been signed and fee paid to the City.

2) Trailer and Accessories Area

The area of each lot covered by a trailer and accessories such as decks, sheds, add-ons can at no time exceed 50% of the trailer lot.

3) Occupancy of Trailer Lots

Each trailer lot is allowed only one trailer on it at any time.

4) Waste Disposal

Campers are responsible to dispose of their own garbage in the containers provided in the park. Sewage or grey water must be emptied into the holding tank at the entrance to the park.

5) Pets

Campers with any pets must not let them run at large or commit any nuisance within the limits of the park. All pets harbored in the park for more than 30 consecutive days must have municipal tags. Campers must clean up after their pets at all times.

6) Campfires

Campfires are permitted only in contained fire pits and must be extinguished before retiring, in the event of high winds, or upon request of the park operator.

SCHEDULE D

7) Firewood

No scrap wood (i.e. countertops, cupboards, wooden lawn furniture) to be burned. Approval from the Operator is required prior to cutting down trees for any purpose.

8) Speed Limits

The speed limit for all vehicles inside the park is **10 km/h**.

9) Parking

There are to be no vehicles parked on park roadways at any time. Any visitors to the park must park in the designated visitor parking areas. Any boat trailers that will be in the park for a period of more than five (5) Consecutive days must be parked in the trailer parking lot at the North end of the park.

Parking in the vicinity of the launch is permitted however not in a manner that impedes the use of the launch. Notices will be provided to the car owner should this occur.

10) Hunting

Is not permitted in the park or on the Devil's Rock Trail

11) Beach

The Beach is not supervised and children under 12 years of age require adult supervision.

12) Improper Conduct

Seasonal Campers are responsible for the conduct of their guests. Conduct disturbing or objectionable to the Operator and other campers will not be tolerated.

13) Communication

Any issues that arise should be first communicated with the Park Operator or member of the operating committee.

NOTE: The Operator will provide a verbal warning to the camper when a rule is not adhered to and log the incident in the log book. Should the camper repeat the action or not adhere to another rule a written warning will be provided. On the third incident, the camper will be asked to leave the park for the remainder of the season.

The Corporation of the City of Temiskaming Shores

By-law No. 2023-020

Being a by-law to enter into an agreement with Diamond Head Sprinklers Inc. for the completion of the Rotary Splash Pad

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-003-2023 at the February 21, 2023 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Diamond Head Sprinklers Inc. for completion of the Rotary Splash Pad, for consideration at the February 21, 2023 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Diamond Head Sprinklers Inc. for completion of the Rotary Splash Pad, in the amount of \$225,000, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor

Clerk



Schedule “A” to

By-law 2023-020

Agreement between

The Corporation of the City of Temiskaming Shores

and

Diamond Head Sprinklers Inc.

Completion of Rotary Splash Pad

This agreement made in duplicate this 21st day of February 2023

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Diamond Head Sprinklers Inc.

(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Request for Proposal (RS-RFP-002-2023)
Rotary Splash Pad Completion**

- 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.
- c) Complete, as certified by the Director of Recreation, all the work by **June 23, 2023**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid, in the upset amount of Two hundred and twenty-five thousand dollars (\$225,000), plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

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

The Contractor:

Diamond Head Sprinklers Inc.

132 Concession 5 West
Tiny, Ontario L0L 2T0

Kent Fay, President

The Owner:

City of Temiskaming Shores

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

Director of Recreation

City of Temiskaming Shores

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

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Appendix 01 to
Schedule "A" to

By-law No. 2023-020

Form of Agreement

City of Temiskaming Shores
RS-RFP-002-2023
Rotary Splash Pad Completion

Form of Proposal

Proponent's submission of bid to the Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, **DIAMOND HEAD SPRINKLERS INC.**

(Registered Company Name/Individuals Name)

Of, **132 CONCESSION 5 WEST, TINY, ON, L0L 2T0**

(Registered Address and Postal Code)

Phone Number: _____ Email: **kent@diamondheadinc.com**

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

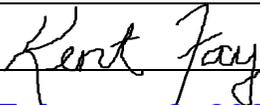
Total Fee Proposal exclusive of HST:	\$ 225,000.00
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Acknowledgement of Addenda

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

Bidder's Authorized Official: **Kent Fay**

Title: **President**

Signature: 

Date: **February 8, 2023**

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2023
Rotary Splash Pad Completion**

Non-Collusion Affidavit

I/ We Kent Fay, Diamond Head Sprinklers Inc. the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

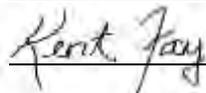
The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

Dated at: Tiny, ON this 8th day of February , 2023.

Bidder's Authorized Official: Kent Fay

Title: President

Signature: 

Date: February 8, 2023

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2023
Rotary Splash Pad Completion**

Conflict of Interest Declaration

Please check appropriate response:

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

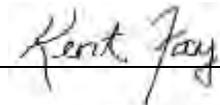
The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at: TINY, ON this 8th day of February, 2023.

Signature:



Bidder's Authorized Official:

Kent Fay

Title:

President

Company Name:

Diamond Head Sprinklers Inc.

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2023
Rotary Splash Pad Completion**

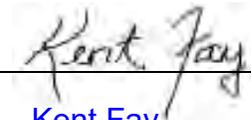
List of Proposed Sub-Contractors

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

Name	Address	Component
Pedersen Construction	New Liskeard, ON	Gravel Supply
Pedersen Construction	New Liskeard, ON	Concrete Supply
Own Forces		All Trade Work

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

Dated at: TINY, ON this 8th day of February, 2023.

Signature: 
 Bidder's Authorized Official: Kent Fay
 Title: President
 Company Name: Diamond Head Sprinklers Inc.

Form 4 to be submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2023-021

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on February 21, 2023

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

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

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

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **February 21, 2023** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 21th day of February, 2023

Mayor

Clerk