



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 17, 2022 – 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 – May 3, 2022.

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

None

8. Question and Answer Period

9. Presentations / Delegations

None

10. Communications

a) Jennifer Keyes, Director of Resources Planning and Development Policy Branch – Ministry of Northern Development, Mines, Natural Resources and Forestry

Re: Decision Notice - Proposed Regulation Changes under the Aggregate Resources Act, 2022-04-29

Reference: Received for Information

b) Sharren Reil, BIA Coordinator – New Liskeard Business Improvement Area Board of Management

Re: Endorsement for a road closure on Sharp Street from Whitewood Avenue to Riverside Place for Car Show on June 11, 2022, 2022-05-09

Reference: Referred to the Manager of Transportation Services

- c) Sharren Reil, BIA Coordinator – New Liskeard Business Improvement Area Board of Management

Re: Request for the installation of a Pride Crosswalk located downtown New Liskeard, 2022-05-09

Reference: Referred to the Public Works Committee

- d) Mark Wilson, Member of the Timiskaming District Road Safety Coalition

Re: Proclamation Request to recognize Road Safety Week in the City of Temiskaming Shores from May 16-22, 2022, 2022-05-09

Reference: Motion Presented in Section 15 - New Business

- e) Roxanne St. Germain, Animal Control Officer – Animals First – Temiskaming Shores & Area Animal Services

Re Endorsement for a road closure on Sharp Street from Whitewood Avenue to Riverside Place for Car Show on June 11, 2022, 2022-05-11

Reference: Referred to the Manager of Transportation Services

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. e) according to the 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 Age Friendly Community Committee meeting held on February 1, 2022.

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 Building Maintenance Committee meeting held on April 20, 2022;
- b) Minutes of the Corporate Services Committee meetings held on April 14, 2022 and on April 20, 2022;
- c) Minutes of the Public Works Committee meetings held on April 6, 2022 and on April 20, 2022; and
- d) Minutes of the Recreation Committee meetings held on March 14, 2022 and on April 11, 2022.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Proclamation Request – Road Safety Week in the City of Temiskaming Shores**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Canada Road Safety Week is an enforcement-driven initiative led by the Canadian Association of Chiefs of Police (CACP), and more specifically by the CACP's Traffic Safety Committee; and

Whereas the annual awareness campaign is designed to increase public compliance with safe driving measures in order to save lives and reduce injuries on Canada's roads, with a focus of the elimination of impaired driving, distracted driving, aggressive driving, and driving without a seatbelt; and

Whereas this year’s campaign “Safer You. Safer Me.” offers as a strong reminder that the decisions drivers make not only affect them, but also their passengers, other drivers, cyclists, and pedestrians with whom they share the road; and

Whereas too many drivers make their choices based on the level of risk they are personally willing to accept, with a disregard for the risk they pose to others; and

Whereas during Canada Road Safety Week 2022, drivers are reminded to keep their eyes on the road, keep their hands on the wheel, keep their head focused on driving, and keep the safety of themselves and others in mind when they make decisions at the wheel.

Therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims May 17-23, 2022 to be Road Safety Week in the City of Temiskaming Shores.

b) January to April 2022 Year-to-Date Capital Financial Report

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to April 2022 Year-to-Date Capital Financial Report for information purposes.

c) Memo No. 022-2022-CS – Amendment to Procedural By-law No. 2008-160, as amended – Inaugural Meeting

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 022-2022-CS; and

That Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to amend the City’s Procedural By-law No. 2008-160 as amended, to change the Inaugural Meeting from the first Monday of December in an election year at 6:00 p.m., to the first Monday following the beginning of the term of office, in the year of a regular election, at 6:00 p.m., for consideration at the May 17, 2022 Regular Council meeting.

d) Memo No. 023-2022-CS – Integrity Commissioner Summary Re: Municipal Conflict of Interest Complaint Re: Mayor Kidd

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 023-2022-CS for information purposes.

e) Memo No. 024-2022-CS – Deeming By-law for Connelly and Krech – 58 Lakeshore Road North

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the owners of 58 Lakeshore Road in New Liskeard would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order 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 M29NB PT LOT 171 PCL 3044SST PLAN M29NB LOT 172 LOT 173 PCL 6533NND 3328T 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 May 17, 2022 Regular Council meeting.

f) Administrative Report No. CS-020-2022 – Encroachment Agreement for 40 Wellington Street South

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-020-2022; and

That Council directs staff to prepare the necessary by-law and Encroachment Agreement with 1607456 Ontario Ltd for the property at 40 Wellington Street South to allow the construction of a 1.63 metre wide ramp at the front entrance

to the existing establishment for consideration at the June 7, 2022 Regular Council meeting; and

That Council requires that the Owner shall pay the legal and land titles fees to register the agreement on title.

g) Administrative Report No. PPP-002-2022 – Appointment of Volunteer Firefighters

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-002-2022; and

That Council hereby appoints Andrew Lariviere and Jordan Jackson as Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

h) Memo No. 007-2022-PW – Supply of Granular ‘M’ – One (1) year Extension

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2022-PW; and

That Council directs Staff to prepare the necessary by-law to amend By-law No. 2021-070 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M”, to extend the contract term to December 31, 2022, in accordance with the Extension of Contract or Purchase Order provision of said By-law, at the same rate of \$7.35 per metric ton (10,500 t) plus applicable taxes, for consideration at the May 17, 2022 regular Council Meeting.

i) Administrative Report No. PW-018-2022 – Tender Award – Biennial Bridge, Culvert & Roof Inspections

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-018-2022; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement with D. M. Wills Associates Limited for the biennial bridge, culvert and roof inspections at a total upset limit of \$11,810.00 plus applicable taxes, for consideration at the May 17, 2022 regular Council Meeting.

j) Administrative Report No. PW-019-2022 – Haileybury Wastewater Treatment Plant Rehabilitation

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ontario Clean Water Agency (OCWA) for the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project in the amount of \$174,696.52 (applicable taxes included), for consideration at the May 17, 2022 Regular Council Meeting.

k) Administrative Report No. RS-011-2022 – Tender Award Don Shepherdson Memorial Arena Accessibility Upgrades

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-011-2022;

That Council approve the reallocation of funds in the 2022 Capital Budget from the Haileybury Chiller Replacement, Olympia Replacement, Spurline Accessibility Project, PFC Water Softener and the UTV Purchase in the amount

of \$96,986 to the Don Shepherdson Memorial Arena Accessibility Upgrades;
and

That Council directs staff to prepare the necessary by-law to enter into an agreement with G & S Enterprises Ltd. for the Don Shepherdson Memorial Arena Accessibility Upgrades in the amount of \$979,000.00 plus applicable taxes, for consideration at the May 17, 2022, Regular Council meeting.

16. **By-laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2022-088 | Being a by-law to adopt the 2022 Municipal Budget for the City of Temiskaming Shores |
| By-law No. 2022-089 | Being a by-law to amend the City of Temiskaming Shores Procedural By-law No. 2008-160, as amended - Inaugural Meeting |
| By-law No. 2022-090 | 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 (58 Lakeshore Road North - Roll No. 54-18-010-006-046.00) |
| By-law No. 2022-091 | Being a by-law to amend By-law No. 2021-070 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M” – One Year Extension |
| By-law No. 2022-092 | Being a by-law to authorize an Agreement with D.M. Wills Associates Limited for the performance of biennial bridge, culvert and roof inspections |
| By-law No. 2022-093 | Being a by-law to enter into an agreement with the Ontario Clean Water Agency (OCWA) for the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project |
| By-law No. 2022-094 | Being a by-law to enter into an agreement with G & S Enterprises Ltd. for the Don Shepherdson Memorial Arena Accessibility Upgrades |

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2022-088; By-law No. 2022-092;
By-law No. 2022-089; By-law No. 2022-093; and
By-law No. 2022-090; By-law No. 2022-094.
By-law No. 2022-091;

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 – Tuesday, June 7, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, June 21, 2022 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Adoption of the April 5, 2021 Closed Session Minutes;
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – New Liskeard Business Improvement Area Board of Management Member Recruitment;
- c) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – HR Update; and

- d) Under Section 239 (2) (e) of the Municipal Act, 2001 – Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council agrees to rise with report from Closed Session at _____ p.m.

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-095 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 **May 17, 2022** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-095 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, May 3, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

Mayor Kidd began the meeting by observing the following 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 Kidd at 6:00 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt (electronic), Doug Jelly, Jeff Laferriere, Mike McArthur, and Danny Whalen

Present: Logan Belanger, Clerk
Christopher Oslund, City Manager
Kelly Conlin, Deputy Clerk
Mathew Bahm, Director of Recreation
Brad Hearn, IT Administrator
Steve Burnett, Manager of Environmental Services
Mitchell McCrank, Manager of Transportation Services
Stephanie Leveille, Treasurer

Regrets: N/A

Media: N/A

Members of the Public: 1

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2022-168

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2022-169

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

a) Regular Meeting of Council – April 19, 2022.

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

- a) Lori McDonald, Director of Corporate Services/ Clerk – Town of Bracebridge

Re: Request for AMO to Review Challenges to Development in Relation to the Ontario Land Tribunal, 2022-04-19

Reference: Received for Information

- b) Bonnie Nistico-Dunk, City Clerk – City of St. Catharines

Re: St. Catharines Response to Ontario Housing Affordability Task Force Recommendations, 2022-04-19

Reference: Received for Information

- c) Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNRF)

Re: Inspection of Approved Insect Pest Management Program

Reference: Received for Information

- d) Kerry Schubert-Mackey, Director of Community Health – Timiskaming Health Unit

Re: Funding for the Ontario Active School Travel program

Reference: Received for Information

- e) Municipal Property Assessment Corporation

Re: 2021 Annual Report and Corporate Performance Report

Reference: Received for Information

Resolution No. 2022-170

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. e) according to the Agenda references.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2022-171

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Minutes of the Business Improvement Area Board of Management meeting held on March 21, 2022; and
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on March 23, 2022.

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor Whalen updated that a response from the Ministry of Transportation (MTO) has not been received in response to the letter prepared by the Temiskaming Hospital Professional Medical Staff regarding proposed safety measures for Highway 11 in Temiskaming Shores. As such, recommends Council demand a meeting to be held locally with the MTO and local stakeholders.

Resolution No. 2022-172

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores hereby directs staff to arrange a meeting to discuss the proposed safety measures for Highway 11 in Temiskaming Shores, with the Ministry of Transportation – Northeast Division and local stakeholder groups.

Carried

14. Notice of Motions

None

15. New Business

a) Request for Proclamation - Longest Day of SMILES (June 19, 2022)

Resolution No. 2022-173

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Whereas Operation Smile Canada recognizes the importance of engaging community members in ways that enable them to use their passion and creativity to encourage positive change; and

Whereas the Longest Day of SMILES® encourages community ambassadors to raise awareness and funds to help a child born with a cleft condition smile and change their life with free, safe, cleft surgery and comprehensive care; and

Whereas from sun-up to sun-down, from coast to coast to coast, Canadians are dedicating June 19th, 2022, and the time leading up to it, to helping children SMILE; and

Whereas Operation Smile Canada is a volunteer-delivered global medical charity that exists to ensure everyone has access to safe, effective surgery that they need wherever they live in the world.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims June 19, 2022 as Longest Day of SMILES® in Temiskaming Shores to provide waiting children with exceptional cleft care a hopeful future with a new smile.

Carried

b) Resolution of Support - Safety Measure Considerations for Highway 11

Resolution No. 2022-174

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Whereas at the April 19, 2022 regular meeting, Council for the City of Temiskaming Shores received a report from the Temiskaming District Road Safety Coalition (TRSC), titled Safety Measure Considerations for Highway 11 between Tobler Road and Wabi River Bridge, and received a presentation and associated letter from the Temiskaming Hospital Professional Medical Staff regarding proposed safety measures for Highway 11 in Temiskaming Shores.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the recommendations contained within the Safety Measure Considerations for Highway 11 between Tobler Road and Wabi River Bridge Report developed by the TRSC, and within the letter on behalf of the Temiskaming Hospital Professional Medical Staff; and

Further that a copy of this resolution and the associated correspondence be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable Caroline Mulroney, Minister of Transportation; and John Vanthof, MPP Temiskaming-Cochrane.

Carried

c) Approval of Council meeting Schedule – July 2022 to January 2023

Resolution No. 2022-175

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas By-law No. 2008-160 (Procedural By-law), as amended indicates that Regular meetings of Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m. unless otherwise decided by Council; and

Whereas Council typically reduces summer meetings in July and August to one meeting.

Now therefore be it resolved that Council for the City of Temiskaming Shores does hereby confirms the following schedule of meetings for the months of July 2022 to December 2022:

Tuesday, July 12, 2022

Regular Meeting (2nd Tuesday)

Tuesday, August 9, 2022

Regular Meeting (2nd Tuesday)

Tuesday, September 6, 2022	Regular Meeting
Tuesday, September 20, 2022	Regular Meeting
Tuesday, October 4, 2022	Regular Meeting
Tuesday, October 18, 2022	Regular Meeting
Tuesday, November 1, 2022	Regular Meeting
Monday, November 21, 2022	Inaugural Meeting
Tuesday, December 6, 2022	Regular Meeting
Tuesday, December 20, 2022	Regular Meeting

Carried

d) Memo No. 019-2022-CS – Amendment to By-law No. 2012-155 Cemetery Regulations

Resolution No. 2022-176

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2022-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-155, as amended to regulate municipally-owned cemeteries within the City of Temiskaming Shores, to include a provision for resident interment fee eligibility for those who temporarily moved for health care reasons, for consideration at the May 3, 2022 Regular Council Meeting.

Carried

e) Memo No. 020-2022-CS - Amendment to By-law No. 2018-024 Signage Regulations

Resolution No. 2022-177

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2022-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2018-024, to regulate signs in the City of Temiskaming Shores, to include additional definitions for clarity purposes, and the addition of a provision restricting the subletting of signs within City-approved encroachment agreements, for consideration at the May 3, 2022 Regular Council Meeting.

Carried

f) Memo No. 021-2022-CS – Municipal Insurance and Risk Management Services Request for Proposal (RFP)

Resolution No. 2022-178

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2022-CS; and

That Council directs staff to release of Request for Proposal titled CS-RFP-004-2022 “Municipal Insurance and Risk Management” services.

Carried

g) Administrative Report No. CS-019-2022 - 2022 Tax Ratios & Tax Rates

Resolution No. 2022-179

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-019-2022;

That Council directs staff to prepare the necessary by-laws utilizing the Revenue Neutral Tax Ratios for 2022 calculated using a phased-in elimination of the subclass reduction factors, for consideration at the May 3, 2022 Regular Council meeting; and

That Council directs staff to prepare the necessary by-laws utilizing the 2022 Tax Rates and Water/Sewer Rates, for consideration at the May 3, 2022 Regular Council meeting.

Carried

h) Memo No. 006-2022-PW – Amendment to By-law 2022-073 – EXP Agreement – Engineering Services By-pass Design

Resolution No. 2022-180

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2022-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2022-073 to enter into an agreement with EXP Services Inc. for engineering services related to the design of a By-pass System at the Robert/Elm Pumping Station, to include an Appendix 2 to Schedule A for the addition of EXP Services Inc. General Terms and Conditions, for consideration at the May 3, 2022 Regular Council meeting.

Carried

i) Administrative Report No. PW-016-2022 - Textile Diversion Program

Resolution No. 2022-181

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2022; and

That Council directs staff to prepare the necessary By-law to enter into an agreement with Talize Inc./Recycling Rewards for textile collection services, for consideration at the May 3, 2022 Regular Council meeting.

Carried

j) Administrative Report No. PW-017-2022 – Agreement with Recycle Coach for Software Services

Resolution No. 2022-182

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-017-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Recycle Coach for software services related to the City's Solid Waste Management Program, for consideration at the May 3, 2022 Regular Council meeting.

Carried

k) Administrative Report No. RS-008-2022 – Rebecca Street Park Donation

Resolution No. 2022-183

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2022; and

That Council directs staff to prepare the necessary by-law to enter into a funding agreement for a donation towards the purchase of playground equipment to be installed in the Rebecca Street Park in the amount of \$20,000, for consideration at the May 3, 2022 Regular Council meeting.

Carried

l) Administrative Report No. RS-009-2022 – New Liskeard Geotechnical Investigations Award

Resolution No. 2022-184

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-009-2022;

That Council approves the allocation of \$38,119 from the Community Development Reserve towards the New Liskeard Geotechnical Investigations project; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Wood Environment & Infrastructure Solutions, a Division of Wood Canada for the New Liskeard Geotechnical Investigations in the amount of \$42,200 plus applicable taxes, for consideration at the May 3, 2022, Regular Council meeting.

Carried

m) Administrative Report No. RS-010-2022 – Pool & Fitness Centre (PFC) Roof Replacement Award

Resolution No. 2022-185

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-010-2022;

That Council approves the reallocation of funds in the 2022 Capital Budget from the NL Waterfront Paving project in the amount of \$115,000 to the Pool & Fitness Centre (PFC) Roof Replacement;

That Council agrees to allocate an additional \$157,000 from the Working Fund Reserve to the PFC Roof Replacement Project to offset the budget shortfall; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Designed Roofing Inc. for the PFC Roof Replacement project in the amount of \$1,025,000 plus applicable taxes, for consideration at the May 3, 2022, Regular Council meeting.

Carried

16. By-laws

Resolution No. 2022-186

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2022-076 Being a by-law to amend By-law No. 2012-155 for the operation of municipally owned cemeteries

By-law No. 2022-077 Being a by-law to amend by-law No. 2018-024 to regulate signs within the City of Temiskaming Shores

By-law No. 2022-078 Being a by-law to establish Tax Ratios for 2022

By-law No. 2022-079 Being a by-law to provide for the adoption of 2022 tax rates for municipal and school purposes and to further provide penalty and interest for payment in default

- By-law No. 2022-080 Being a by-law with respect to water and sewer service rates
- By-law No. 2022-081 Being a by-law to amend By-law No. 2022-073 to enter into an agreement with EXP Services Inc. for engineering services related to the design of the by-pass system at the Robert/ Elm Pumping Station
- By-law No. 2022-082 Being a by-law to enter into an agreement with Talize Inc. / Recycling Rewards for the provision of Textile Collection Services
- By-law No. 2022-083 Being a by-law to enter into an agreement with Municipal Media Inc. d/b/a Recycle Coach for software services related to the City's Solid Waste Management Program
- By-law No. 2022-084 Being a by-law to enter into a funding agreement for a financial contribution towards the purchase of playground equipment to be installed at Rebecca Street Park
- By-law No. 2022-085 Being a by-law to enter into an agreement with Wood Environment & Infrastructure Solutions, a Division of Wood Canada for the New Liskeard Geotechnical Investigations
- By-law No. 2022-086 Being a by-law to enter into an agreement with Designed Roofing Inc. for the Pool and Fitness Centre Roof Replacement Project

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-187

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that:

- By-law No. 2022-076;
- By-law No. 2022-077;
- By-law No. 2022-078;
- By-law No. 2022-079;
- By-law No. 2022-080;
- By-law No. 2022-081;
- By-law No. 2022-082;
- By-law No. 2022-083;
- By-law No. 2022-084;
- By-law No. 2022-085; and
- By-law No. 2022-086.

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 – Tuesday, May 17, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, June 7, 2022 at 6:00 p.m.

18. Question and Answer Period

Councillor Jelly expressed his appreciation to the resident for donating the playground equipment for installation at the Rebecca Street Park.

Councillor McArthur noted concerns related to those using the STATO trail while closed. Christopher Oslund, City Manager, commented that when the STATO trail is closed, pedestrians, cyclists, etc. must follow the Highway Safety Traffic Act. Mathew Bahm, Director of Recreation commented that operations to open the trail are underway, and will be posting communications once opened.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2022-188

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2022-087 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 **May 3, 2022** be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-189

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2022-087 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2022-190

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council hereby adjourns its meeting at 6:27 p.m.

Carried

Mayor

Clerk

**Ministry of Northern Development,
Mines, Natural Resources and
Forestry**

Resources Planning and Development
Policy Branch
Policy Division
300 Water Street
Peterborough, ON K9J 3C7

**Ministère du Développement du Nord,
des Mines, des Richesses Naturelles et
des Forêts**

Direction des politiques de planification et
d'exploitation des ressources
Division de l'élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 3C7

Subject: Decision Notice - Proposed Regulation Changes under the Aggregate Resources Act

Greetings,

Further to my letter dated January 11th, I am writing to inform you that a decision notice has been posted regarding the Proposed regulatory changes for the beneficial reuse of excess soil at pits and quarries in Ontario ([ERO #019-4801](#)). The Ministry of Northern Development, Mines, Natural Resources and Forestry made changes so that requirements in [Ontario Regulation 244/97](#) under the *Aggregate Resources Act* are consistent with provincial requirements that exist under the *Environmental Protection Act* for excess soil. The proposal was posted for 45 days and during that time we received over 390 comments from key stakeholders including industry, municipalities, Indigenous communities, community groups and individuals. Most comments received were supportive of consistency with the [Rules for Soil Management and Excess Soil Quality Standards](#) referenced in the [On-site and Excess Soil Management Regulation](#) under the *Environmental Protection Act*.

The amendments to *Ontario Regulation 244/97*, which take effect July 1, 2022, include:

- Alignment with the Soil Rules and Excess Soil Standards referenced in *Ontario Regulation 406/19 On-site and Excess Soil Management*
- Requirements for importation, storage, and placement of excess soil
- Specific quality standards for excess soil placed below the water table, or on Crown land
- Record-keeping requirements to document soil quality, quantity, source site(s), and final placement
- Requirements for licensees and permittees to retain a Qualified Person (i.e., professional engineer or geoscientist) for large sites that import more than 10,000 m³ of excess soil, or sites where excess soil will be placed below the water table
- Self-filing – for licences/permits approved before July 1, 2022, rules have been added that, when followed, enable some conditions to be removed from a site plan when filed with the ministry; and
- Other policy changes to support the beneficial reuse of excess soil at pits and quarries in Ontario

For complete details of these changes please refer to the decision notice posted on the Environmental Registry at the following address: www.ero.ontario.ca; then search for notice: **019-4801**.

If you have any questions about the new requirements, or should you require a French version of this letter, please contact us by email at aggregates@ontario.ca.

Sincerely

A handwritten signature in black ink, appearing to read "Jennifer Keyes". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Jennifer Keyes,
Director, Resources Planning and Development Policy Branch

**Downtown
New Liskeard**

BIA



Sharren Reil

New Liskeard BIA Coordinator

PHONE: 705-648-4044

EMAIL: bianewliskeard@gmail.com

FACEBOOK: [downtownnewliskeardbia](https://www.facebook.com/downtownnewliskeardbia)

May 9, 2022

Dear Mayor Kidd and Council,

The BIA received a request from Tap That Kitchen and Bar to endorse a road closure on Sharp Street from Whitewood to Riverside Place so they can hold a car show and all day concert to raise money for a local animal shelter. The BIA fully endorses this request and we think it adds to the community in many ways. The date of the closure is June 11th, and the owner of the business assures us that it will not impact the Farmer's Market in any manner.

Sincerely,

Sharren Reil
BIA Coordinator

Downtown New Liskeard

BIA



Sharren Reil

New Liskeard BIA Coordinator

PHONE: 705-648-4044

EMAIL: bianewliskeard@gmail.com

FACEBOOK: [downtownnewliskeardbia](https://www.facebook.com/downtownnewliskeardbia)

May 1, 2022

Dear Mayor Kidd and Council,

In light of the release of the most current Canadian statistical information which recorded that 1 in 300 individuals identify as LGBTQ+, the BIA Board of Directors has requested that I contact you to request the installation of a Pride Crosswalk located downtown New Liskeard. The BIA would pay for the paint, and a group of students at TDSS have expressed interest in designing the crosswalk rainbow.

We are open to suggestions as to where this crosswalk might be placed, but perhaps the crossing at Whitewood Ave. and Nivan Street might work as so many students use this crossing during the school year.

If you require any additional information, please do not hesitate to contact me.

We look forward to hearing back from you!

Sincerely,

Sharren Reil
BIA Coordinator

Timiskaming District Road Safety Coalition

31 Station Road North

Kirkland lake ON

City of Temiskaming Shores

325 Farr Drive

Haileybury, ON

P0J1K0

Dear Mayor and Council,

Although road safety is always an important issue, it has been on the minds of many in Temiskaming in recent weeks after the tragic crash on highway 11.

Although every week should be road safety week May 16 – 22 is recognized as road safety week here in Canada and globally.

Attached are documents provided for information to council regarding the North American commitment to act to make roads safer which is part of a larger global effort. We are asking that Council recognize **Road Safety Week** this week at your regular council meeting.

There are solutions to safer roads that need to be applied to our roads and streets. These solutions include better road design that reduce speeds. Slower speeds on our streets allow residents to feel safe when they are traveling, living, and playing on their street and slower speeds on our roads allow better reaction time by drivers and reduce the kinetic energy of crashes which reduces fatalities and serious injuries.

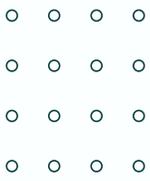
We appreciate the support that The City of Temiskaming Shores has provided to the Timiskaming District Road Safety Coalition as a partner in road safety.

Sincerely,

Mark Wilson (On behalf of TDRSC)

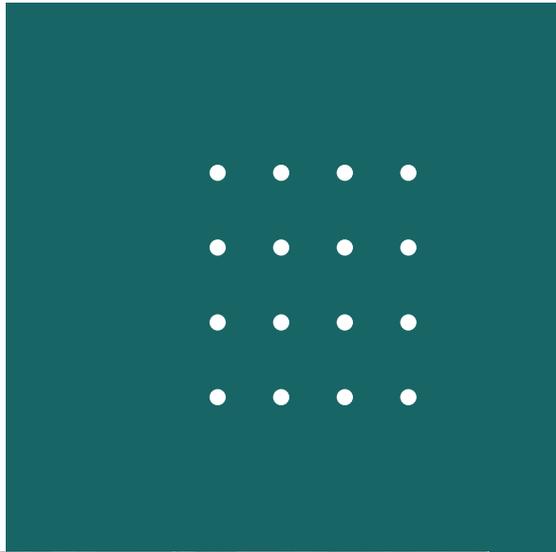
Member

Timiskaming District Road Safety Coalition



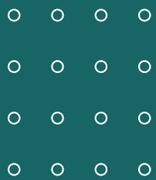
Canada Road Safety Week

May 17 - 23, 2022



Choose not to be:

- Drug-impaired
- Alcohol-impaired
- Fatigue-impaired
- Distracted
- Aggressive
- Without a seatbelt



Safer You. Safer Me.

The decisions drivers make don't just affect them.



They can affect their passengers, other drivers, cyclists, and pedestrians too.



AN URGENT CALL TO ACTION FOR NORTH AMERICA

RATIONALE

Each year, the world suffers 1.3 million preventable deaths and an estimated 50 million injuries from road crashes¹. Without serious action, road crashes will cause an estimated 13–17 million more deaths and 500 million more injuries in the current decade².

UN Member States have adopted a resolution 74/299 *Improving Global Road Safety*³ and the 2030 Agenda for Sustainable Development (target 3.6)⁴ and are therefore mandated to reduce road deaths and injuries by 50% by 2030. We know what works to achieve this target: the actions needed are set out in the Global Plan for the Decade of Action for Road Safety 2021–2030⁵.

REGIONAL CONTEXT

The estimated road traffic mortality rate (per 100,000 population) is 11.7 for North America⁶, according to the Pan-American Health Organization/WHO data from 2016⁷. Nevertheless, disparities between countries in North America are huge. While in Canada, the road traffic mortality rate in 2019 was 5.34, in the US it was 12.67⁸.

1,745 people died in road crashes in Canada in 2020. This represents a 1% decrease in the number of deaths from 2019 and an overall 14% decrease over the 10-year period from 2011 to 2020⁹. According to the National Highway Traffic Safety Administration (NHTSA), in the US, 38,824 people were killed in road crashes in 2020¹⁰. This represents a 6.8% increase compared with 2019; over the ten-year span from 2011 to 2020, the number of road traffic fatalities increased by 19.5%. Furthermore, the US is one of only three OECD countries where road fatalities increased in 2020 when compared with the 2017–2019 average¹¹. In 2020, across North America, 63% of road traffic deaths were motor vehicle drivers, 16% were motor vehicle passengers, 17% were pedestrians, 2% were cyclists and 1% were other road users, or cases where user type was not reported¹².

At a national level, both Canada and the U.S. have road safety strategies based on the Safe System approach with a vision for zero fatalities and serious injuries,

although the Canadian national strategy lacks specific numeric, time-bound targets. However, it is provinces/territories, states, and municipalities that are primarily responsible for implementation of road safety interventions and commitments at the national level must be converted into action on the ground.

Immediate action is needed. We must seize this window of opportunity to integrate the recommendations of the Global Plan into existing road safety strategies and plans. By doing so, we will not only save lives and empower others to save lives, but also improve public health, stimulate economic growth, and promote environmental sustainability.

CALL TO ACTION

We call on governments in North America to commit to act for people's right to safe mobility and a 50% reduction in road deaths and injuries by 2030, through implementation of evidence-based interventions that put people at the center, protect the environment, and promote equality and inclusion, through investment in effective solutions, and involvement of civil society.

We demand:

1 EVIDENCE-BASED ACTIONS

- a. Implement the Safe System approach in traffic safety and mobility plans at federal, state/provincial/territorial, and municipal levels, including systematic integration of road safety into public health, urban development, and mobility planning.**
- b. Integrate diversity, equity, inclusion, and accessibility into all road safety planning at the policy level, ensuring that roads and other public spaces are equitable and safe for everyone.**
- c. Implement active transportation and multi-modal transportation options with a focus on protecting vulnerable road users by:**
 - i. Promoting and making multiple forms of transportation available equitably, ensuring that low-income neighborhoods have the same quality of available transportation as high income neighbourhoods;
 - ii. Regular, frequent public transport with accessible timetables;
 - iii. Transport hubs that connect different modes of transportation;



- iv. Adequate and well-maintained infrastructure.
- v. Strategies to uncover, identify, acknowledge, and address the inequities in our current systems.

This will enable road users to shift to alternative, safe, and environmentally-friendly transport options such as walking, cycling, and public transit.

d. Speed management, guidance, policies and regulations that take into account the safety of all users, encouraging the setting of context-appropriate speed limits, such as 20mph where people move, live, and play, and that takes account of how vulnerable road users use the transportation system.

e. Establish clear and measurable targets and improve data collection to improve policy implementation by:

- i. Establishing unified, comprehensive data systems that produce timely, reliable, accurate, well-categorized data on road safety and the causes contributing to fatalities and serious injuries in crashes;
- ii. Introducing key performance indicators (KPIs) for road safety data, defining a data collection program for this purpose, and making KPIs part of periodical monitoring activities;
- iii. Basing interventions on evidence and scaling up partnerships to bridge the gap between government, research institutions, and civil society to provide better and more reliable data.

2 INVESTMENT IN EFFECTIVE ROAD SAFETY SOLUTIONS

a. Invest in road safety at all levels of government: federal, state/provincial/territorial and municipal. National governments are crucial in establishing policy, laws, and standards, but it is also important that they work collaboratively with and leverage available resources and partners to support implementation of road safety priorities.

b. Allocate the investment needed to deliver the Canadian Council of Motor Transport Administration (CCMTA)'s National Road Safety Strategies and the U.S. Department of Transportation's National Roadway Safety Strategy.

c. Establish key performance indicators (KPIs) for public-private partnerships (PPPs) to ensure accountability for safety in road and transport contracts.

d. Establish appropriate funding to empower all road safety stakeholders,



including governments and NGOs, to develop adequate policies and action, notably to collect, analyze, use, and share quality crash data.

3 CIVIL SOCIETY INVOLVEMENT IN DECISION-MAKING PROCESSES

- a. Establish clear mechanisms, such as formal committees, at the federal, state/provincial/territorial, and municipal government levels in North America, that include civil society stakeholders (NGOs, researchers, public health, and private sector) as key partners in the design and implementation of national road safety plans and as part of the leadership for planning and design.**
- b. Promote constructive dialogue between civil society, including private sector, and governments, to offer evidence, analyses, and recommendations for better road safety governance and regulation for the benefit of people and communities.**
- c. Promote the role of civil society and showcase how civil society can contribute to the implementation of national Safe System approaches and active transportation planning.**

OUR ROLE AND COMMITMENT

Civil society plays a significant role and can contribute expertise in the successful delivery of road safety initiatives. No single organization has the resources to undertake all road safety projects. Furthermore, because the scope of potential projects is diverse, road safety needs to be addressed by a wide range of multisectoral stakeholders. It is important to work with and support existing community initiatives as well as cooperatively develop new programs and initiatives.

We, as civil society, have a role defined in the Global Plan. We commit to play our part in advocating for and enabling people's rights to safe mobility and achieve a 50% reduction in road deaths and injuries by 2030.

We commit to:

1. Stand up for people's right to be safe on the roads

We empower people and communities. We show the reality of the roads they use and highlight the experiences of road victims and their loved ones who have been affected by crashes. We speak up on decisions that affect road safety.



2. Use data and evidence to show what needs to be done

We amplify data, evidence, and best practices from around the world and we collect ground-level evidence that show the impact of safe and unsafe roads on people and communities.

3. Hold our governments accountable for people's right to be safe on the road and for the 2030 target

We keep road safety on the agenda until every person is guaranteed — through commitment and action — their right to safe mobility. We monitor progress and put a spotlight on action and inaction.

¹ WHO. (2018). *Global Status Report on Road Safety 2018*. Geneva: World Health Organization. <https://www.who.int/publications/i/item/9789241565684>.

² WHO & UN Regional Commissions. (2021). *Global Plan for the Decade of Action for Road Safety 2021–2030*. <https://www.who.int/publications/m/item/global-plan-for-the-decade-of-action-for-road-safety-2021-2030>; Job, RFS. (2019). *Development of a Safe System Approach*, Transportation Research Board Annual Meeting, 13 January 2019, Washington DC.

³ United Nations General Assembly. (2020). *Resolution A/74/L86 Improving Global Road Safety*. <https://documents-dds-ny.un.org/doc/UNDOC/GEN/N20/226/30/PDF/N2022630.pdf?OpenElement>

⁴ United Nations Department of Economic and Social Affairs. (2015). *2030 Agenda for Sustainable Development*. <https://sdgs.un.org/goals>

⁵ WHO & UN Regional Commissions. (2021). *Global Plan for the Decade of Action for Road Safety 2021–2030*. <https://www.who.int/publications/m/item/global-plan-for-the-decade-of-action-for-road-safety-2021-2030>

⁶ For the purposes of this document, North America is defined as Canada and the U.S., and does not include Mexico.

⁷ Pan American Health Organization. (2019). *Status of Road Safety in the Region of the Americas*. PAHO. <https://doi.org/10.37774/9789275120868>

⁸ WHO. (n.d.). *SDG Target 3.6 Road traffic injuries*. World Health Organization. https://www.who.int/data/gho/data/themes/topics/sdg-target-3_6-road-traffic-injuries

⁹ Transport Canada. (2022 February 1). *Canadian Motor Vehicle Traffic Collision Statistics: 2020*. <https://tc.canada.ca/en/road-transportation/statistics-data/canadian-motor-vehicle-traffic-collision-statistics-2020>

¹⁰ National Center for Statistics and Analysis. (2022). *Overview of motor vehicle crashes in 2020 (Report No. DOT HS 813 266)*. National Highway Traffic Safety Administration. <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813266>

¹¹ International Transport Forum. (2021). *Road Safety Annual Report 2021*. <https://www.itf-oecd.org/sites/default/files/docs/irtad-road-safety-annual-report-2021.pdf>

¹² National Center for Statistics and Analysis Information Services Team (personal communication, March 18, 2022); Transport Canada. (2022 February 1). *Canadian Motor Vehicle Traffic Collision Statistics: 2020*. <https://tc.canada.ca/en/road-transportation/statistics-data/canadian-motor-vehicle-traffic-collision-statistics-2020>

COMMIT TO ACT



START WITH 30 KM/H

STREETS FOR LIFE





Temiskaming Shores & Area Animal Services



2" Button
May 11th, 2022

Dear Tap That Bar and Kitchen,

Animals First – Temiskaming Shores & Area Animal Services has been providing No Kill Animal Services for the City of Temiskaming Shores Since July 1, 2019. We operate an approximately 3,000 square foot facility housing usually around 40-50 cats moving through the system and dogs and other animals as needed. Animals First has responded to 1,000's of calls ranging from loose dogs and cats, lost dogs and cats, help rehoming their pets, needing food or other help, nuisance calls, advice and so much more. We have helped find homes for over 400 animals and we have facilitated the spaying and neutering and vaccination of 500 plus animals many of them owned by people who could not afford to fix them by going to the conventional vet office. Spaying and neutering is the proven method of decreasing the over population of dogs and cats. We have noticed a decrease in the number of calls about roaming cats and our intake at the shelter for cats and especially kittens has dropped significantly. There are many, many more animals in the area needed fixing and we have an ongoing list of those waiting.

In addition to providing animal services an added benefit to the community has been the opportunity to volunteer in such a great and uplifting environment. We have many seniors who have been able to make a difference and new friends so they are less lonely, a very large body of students who do their volunteer hours and usually many more than needed because they love it there. Many students were so thankful they had somewhere to go during the height of COVID when they were so depressed sitting at home. We also have volunteers from the Literacy Council, Community Living and Employment Centres for those who find it challenging to volunteer at more conventional places. The Animals First Shelter has become a needed and loved place in the community.

We rely on fundraising to help provide many of the services, especially spay and neuter and veterinary care for the large number of animals we help in our community and beyond. We appreciate all the support we receive and we look forward to the Car Show you are planning to help the animals.

Regards,

Roxanne St. Germain

Roxanne St. Germain

Animal Control Officer

Animals First – Temiskaming Shores & Area Animal Services

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES
City of Temiskaming Shores - Haileybury Boardroom and virtual Zoom meeting
Tuesday February 1st, 2022

1.0 CALL TO ORDER

The in-person/virtual Zoom meeting was called to order at 1:03pm.

2.0 ROLL CALL

PRESENT:	Matt Bahm – Director of Recreation; Lorna Desmarais – Public Health Promoter; Jan Edwards – Housing Manager; Doug Jelly – Councillor; Judy Lee – Community Representative; Amanda Breault – Volunteer and Marketing Team Lead; Lynn Marcella – Age Friendly Coordinator; Jeff Thompson – Superintendent of Community Programs; Gordon Brock – Community Representative; Sandra Lowe – Community Representative; Karli Hawken – Occupational Therapist
REGRETS:	Suzanne Fournier – Manager; Janice Labonte – Accessibility Committee; Tiemoko Ouatra – ACFO;

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were no revisions or deletions to the agenda.

4.0 APPROVAL OF AGENDA

MOVED BY: Gordon Brock
SECONDED BY: Karli Hawken

That the agenda for the February 1st, 2022 Age Friendly Community Committee meeting be approved as printed.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

No disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

MOVED BY: Gordon Brock
SECONDED BY: Sandra Lowe

That the meeting minutes of the December 7th, 2021 Age Friendly Community Committee be approved as printed.

CARRIED

7.0 DELEGATIONS

There were no delegations.

8.0 UNFINISHED BUSINESS

- i) Seniors Community Grant Funding Application – Lynn Marcella and Mathew Bahm

We were not successful in the funding application, for the evaluation of the Age Friendly Community Plan. We did not receive feedback as to why we were not successful but could be an option to ask for clarification.

Funds can be set aside for the 2023 municipal budget in order to move forward with a comprehensive evaluation.

- ii) Community Fridge Update – Lynn Marcella

Community Fridge working group, so myself, Rim (registered dietitian from THU) and volunteer Yvonne, presented to the Library Board on Wednesday January 26th, 2022. Presentation went well; members said it was very informative; questions were answered by the members of the community fridge working group. We still have not heard back from the board, hoping we will be able to move forward with the project and have the Library as our fridge location.

Sandra – Was speaking with a member of the Anglican Church in Haileybury, and mentioned they may be able to help, as a host for the community fridge.

Lynn – Will get in touch with someone from the church to continue the conversation.

9.0 NEW BUSINESS

- i) Welcome Amanda and Karli – Lynn Marcella

Want to welcome Karli back from maternity leave. Occupational Therapist with CMHA.

Want to welcome Amanda, volunteer and marketing team lead for Timiskaming Home Support.

- ii) Haileybury Food Bank Hamper Deliveries – Lynn Marcella

Received a request from the Haileybury Food Bank, looking for volunteers or an organization that would be able to help deliver food hampers to residents. They are only open on Thursdays. It would only be on a needs basis, not weekly basis.

Doug – Could contact some of the service clubs once they are up and running again after lockdown, such as the Legion or the Lions Club.

Amanda – Timiskaming Home Support is doing meals on wheels, everything else has been shut down.

Lorna – THU spearheaded Timiskaming Connections, a group of volunteers to help run errands for people who have to isolate. We got a few volunteers on the list at the moment. Can connect you with Sue Hall who coordinates the volunteers.

iii) Nomination of new committee chair – Lynn Marcella/Mathew Bahm

Have not had a committee chair since June 2021, looking to nominate a member for the remainder of the term. Role of the committee chair is to guide the meetings, make sure we follow along the agendas. Staff is still in charge of creating the agenda and recording the meeting minutes. Will review at the next meeting to see if anyone is interested.

10.0 COMMITTEE MEMBER UPCOMING EVENTS & OPPORTUNITIES FOR COLLABORATION

Lynn Marcella

- Back to in-person programs and activities. We have pickleball, public skating, line dancing, snowshoeing, exercise groups, bowling, card/crib group and our monthly coffee hours. Participants need to show QR code as proof of vaccination for all indoor activities.
- Background work is being done on the Community Fridge Project. Waiting for a response from the Library Board in order to move forward. Promotional material will be developed such as newspaper and radio ads as well as social media posts.

Mathew Bahm

- Have been working towards a re-opening plan for our recreation facilities. Seems people are excited to return. QR Codes required to enter municipal buildings such as arenas and the PFC.

Lorna Desmarais

- Public Health Promoter for the Timiskaming Health Unit. Portfolio includes older adult falls prevention. Slowly transitioning back to health promotion work after concentrating on Covid related work. Hired a marketing company to help review our Stay On Your Feet Website, which includes a survey for feedback. Lynn will share website and link to survey with committee members. Soup to tomatoes exercise program, run by an instructor out of Espanola, pre-recorded videos on youtube and can be done from the comfort of home. Was a group of older adults who got together at the Riverside Place, which stopped with Covid. New volunteer expressed interest in running the program when it is up and running again.
- Digital program through THU, had applied for funding to provide technology and internet connection for up to a year to keep in touch with family and friends through technology. Project has wrapped up and it was very successful. Funds to

extend project have been requested, but only to provide technology not internet access.

Amanda Breault

- Received funding for the Stand Up exercise program but now looing at revamping the program due to the restrictions. How can it be done safely? Will be bringing it back safely, as soon as we can.

Sandra Lowe

- Would like to know where the funding comes from to run the programs?

Lynn – Most of the funding is from the municipality. Budget is discussed every year in the fall and brought forward to council who will make changes/approve budget. Funding grants are also shared throughout the year and applications are completed if it is suitable for Age Friendly.

- Is it possible to include the Get Active calendar in the newspaper, once a month to promote the activities and programs?

Doug Jelly

- From a city perspective, we do try to complete our budget in the fall, in preparation for January. May be a bit different this year because of the election. Has been a fluent process.

Karli Hawken

- Seniors mental health program now has a full time RN. Program for anyone experiencing age related mental illness, has to be referred by a physician and must be 65 years or older, or if they are younger, must have a confirmed diagnosis of Alzheimer's or frontal temporal dementia.

NEXT MEETING DATES

Tuesday January 4th, 2022 at 1:00pm – City Hall/Zoom

Tuesday February 1st, 2022 at 1:00pm – City Hall/Zoom

11.0 ADJOURNMENT

MOVED BY: Gordon Brock

That the Age Friendly Community Committee hereby adjourns at 1:46 pm.

CARRIED


Committee Chair

Lyn Marcello
Recorder

1.0 CALL TO ORDER

The meeting was called to order at 11:01 a.m.

2.0 ROLL CALL

PRESENT:	Councillor Danny Whalen (Chair) Mayor Carman Kidd Councillor Doug Jelly Christopher Oslund, City Manager Matt Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Kelly Conlin, Deputy Clerk Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	

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-2022-011

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the April 20, 2022 meeting be adopted as printed.

CARRIED

6.0 APPROVAL OF PREVIOUS MINUTES

Recommendation BM-2022-012

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting previous meeting minutes of March 23, 2022 be adopted as presented.

CARRIED

7.0 PRESENTATIONS/CORRESPONDENCE

8.0 UNFINISHED BUSINESS

a) New Haileybury Fire Station

The building permit for the new station was issued April 19, 2022. Foundation work will begin in May. The cost of a snow/ice system for the roof was not included in the original pricing, therefore staff are meeting the general contractor to discuss options.

b) Don Shepherdson Memorial Arena – Accessibility Project

The RFP for this project closes on Monday and works should get underway in the beginning of May. More information will be provided to the Committee at the next meeting.

c) PFC Roof Replacement

Tender for this project closes on April 21, 2022. More information will be provided to the Committee at the next meeting.

9.0 NEW BUSINESS

a) Building Maintenance Department Update

The Committee was provided with an update regarding the status of multiple projects underway within the department such as the Splash Pad, Arena chiller replacement and, flooring upgrades at the Pool Fitness Centre and the replacement of outdoor lights at City Hall. Staff indicated there are several projects scheduled or this year, but good progress is being made. Staff also noted that a summer student will be starting next week which will assist the Building Maintenance staff with their day-to-day tasks.

b) Geotechnical Study – RFP Results

Submissions have been received, but the lowest cost was rejected because it did not meet specifications. After review of the remaining submissions, staff are recommending awarding the project to Wood Environmental.

Recommendation BM-2022-013

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee hereby recommends that Council support entering into an agreement with Wood Environment for geotechnical investigations at the New Liskeard Marina, Bay Street area, and Wabi River area.

CARRIED

c) Bucke Park Chalet

Staff have been advised that there may be options for the current chalet structure instead of being demolished. Staff will estimate a budget for this work and proceed with next steps.

10.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be held on May 19, 2022 starting at 11:00 AM.

11.0 ADJOURNMENT

Recommendation BM-2022-014

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:38 a.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 12:00 p.m.

2. ROLL CALL

PRESENT:	Councillor Jeff Laferriere (Chair) Mayor Carman Kidd Christopher Oslund, City Manager Mitch McCrank, Manager of Transportation Services Stephanie Leveille, Municipal Treasurer Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Councillor Danny Whalen

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2022-026

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the April 14, 2022 Special meeting be approved as printed.

CARRIED

6. NEW BUSINESS

a) Enterprise Fleet Management Program (Public Works)

At the request of the Public Works Committee, staff made a presentation to the Committee on the Enterprise Fleet Management Program, outlining the benefits to using a service such as this for the purchase of light-duty fleet in the City. The presentation summarized the methods used by Enterprise for the procurement of the vehicles and what would occur at the end of life for each vehicle purchased. Enterprise would also track the maintenance requirements and overall costs associated with each vehicle and ensure that it does not pass its optimal time for resale value. The Committee understood the value and benefits of a program such as this, however requested that more information be gathered from other municipalities who are currently using this service, and what the impact may be to the local dealerships.

b) Loader w/Attached Blower Discussion (Public Works)

At the request of the Public Works Committee, staff presented a report outlining the cost to purchase two new blower attachments for public works. The report also provided a summary of the issues with the current blower that led to it being operational for only 18 days during Winter operations. Staff discussed the need to surplus the existing blower, using the sale price to assist in offsetting the purchase price of the two new blowers. To make this purchase, Council would also have to reallocate funds within the 2022 Capital budget.

Recommendation CS-2022-027

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider the purchase of the Blower attachments for use within the Public Works Department.

CARRIED

7. ADJOURNMENT

Recommendation CS-2022-028

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 1:01 p.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 11:48 a.m.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd (Chair) Councillor Danny Whalen Christopher Oslund, City Manager Shelly Zubyck, Director of Corporate Services Logan Belanger, Municipal Clerk Stephanie Leveille, Treasurer Kelly Conlin, Deputy Clerk (Committee Secretary) Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2022-029

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the April 20, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2022-030

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the March 23, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

a) 2022 Annual Repayment Limit

Received for information.

8. UNFINISHED BUSINESS

a) Cemetery Resident Fee Eligibility for Non-Residents

As requested by the Committee at the previous meeting, staff inquired with other municipalities, but there were no similar by-laws to compare to. Staff are recommending an amendment to the Cemetery Regulations By-Law to include provisions for previously purchased interment rights that were previously assigned to the non-resident; provision for a non-resident that has not lived outside of the City for five years or greater.

Recommendation CS-2022-031

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider the proposed amendments the Cemetery Regulations By-Law.

CARRIED

9. NEW BUSINESS

a) Temiskaming Art Gallery (TAG) agreement

The current agreement with TAG is set to expire at the end of 2022. Staff will be presenting a renewal of that agreement to Council at an upcoming meeting.

b) 2022 Tax by-laws

Staff presented the new rates and ratios for 2022 providing a comparison to 2021. The proposed tax rates will generate an additional \$83,933. During preparation of the 2022 information, staff determined there are two tax subclasses included in our rates that are not required and could be eliminated from the tax table as there are no properties under these categories.

Recommendation CS-2022-032

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends the elimination of the following two subclasses: Commercial On-Farm business and Industrial On-Farm business; and further that the 2022 Tax Rates and Ratios be presented to Council for their consideration.

c) **Billboard Requests and Signage By-Law Review**

Staff were presented with a request from a business owner who inquired about entering into encroachment agreements with the City for the purpose of subletting billboard locations to area businesses. Staff are recommending that the By-Law be amended to prohibit the subletting of Billboard signs, which aligns with the recent decision to prohibit the subletting of marina slips in City operated marinas. The Committee was in favour of this recommendation. Staff will present a report to Council for their consideration.

10. CLOSED SESSION

None

11. NEXT MEETING

The next Corporate Services Committee Meeting will be May 19, 2022 at 12:00 p.m.

12. ADJOURNMENT

Recommendation CS-2022-033

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 12:28 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 11:02 a.m.

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Mayor Carman Kidd Councillor Danny Whalen Chris Oslund, City Manager Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Shelly Zubyck, Director of Corporate Services Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2022-021

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the April 6, 2022, meeting be approved as printed.

CARRIED

6. UNFINISHED BUSINESS

a) Enterprise Fleet Management Program

As requested by the Committee at the last meeting, staff spoke in more detail about the recent presentation from Enterprise. Staff's recommendation would be to move forward with Enterprise as there could be cost savings not only in the price of light-duty fleet, but in maintenance as well. There is no contractual obligation to remain with Enterprise should Council determine it is not beneficial after a determined amount of time.

Recommendation PW-2022-022

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends that Council consider the Enterprise Fleet Management Program to standardize and improve management of fleet services of City-owned light-duty vehicles.

CARRIED

b) Attached Blower Discussion

Staff presented a report outlining the cost to purchase two new blower attachments for public works. The report also provided a summary of the issues with the current blower that led to it being operational for only 18 days during Winter operations. Staff discussed the need to surplus the existing blower, using the sale price to assist in offsetting the purchase price of the two new blowers. To make this purchase, Council would also have to reallocate funds within the 2022 Capital budget. The Committee requested that this presentation be reviewed by Corporate Services Committee.

Recommendation PW-2022-023

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends the Blower attachment presentation be reviewed and considered by the Corporate Services Committee; and further that Council consider the purchase of the Blower attachments for use within the Public Works Department.

CARRIED

7. CLOSED SESSION

Recommendation PW-2022-024

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee convene into Closed Session at 11:52 a.m. discuss the following matters:

- Under Section 239 (d) of the Municipal Act; Labour Relations (Org Chart)

CARRIED

Recommendation PW-2022-025

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee rise without report 12:12 p.m.

CARRIED

8. ADJOURNMENT

Recommendation PW-2022-026

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 12:13 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 9:00 a.m.

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Mayor Carman Kidd Councillor Danny Whalen Chris Oslund, City Manager Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Kelly Conlin, Deputy Clerk Rebecca Kirkey Deputy Clerk (Committee Secretary) Matthew Bahm, Director of Recreation David Treen (presentation only)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2022-027

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the April 20, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2022-028

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the March 23, 2022 (regular) and April 6, 2022 (special) meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

a) Line Painting Improvement Presentation: David Treen (Dave's Driving Academy)

The Committee was provided with suggested locations in Temiskaming Shores that need improved signage and line painting to promote safer driving. David also suggested areas where stop signs could be relocated closer to the intersection to avoid confusion. The Committee appreciated the information and requested that staff consider some of the suggestions in the report.

8. UNFINISHED BUSINESS

a) New Liskeard Landfill Expansion

Staff recently held a meeting with EXP and Phippen Waste Management to review the preliminary designs of the refuse area. Tender documents for the expansion project will be released in the coming weeks.

b) Potential Sale of Land – Bay Street

No update

9. NEW BUSINESS

a) Update – Active Transportation Plan (ATP)

Work and coordination between Recreation Department & Public Works Department for completing some of the items outlined in the ATP is on-going. Staff are exploring options for safer use of the STATO trail on Lakeshore Rd, and the intersection of Armstrong St. and Sharpe Street. The Committee also revisited potential changes to speed limits on Lakeshore Rd. and what the best use of the roadway may be.

b) Haileybury Wastewater Plant Rehabilitation

To move forward with the improvements to optimize operations at the Haileybury Wastewater Treatment Plant, staff is suggesting utilizing OCWA as the operating authority at the facility, and to negotiate with them within the current agreement in place. Estimated project cost is \$185,000.

Recommendation PW-2022-029

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby directs staff to negotiate with OCWA under the current contract agreement for the Haileybury Wastewater Rehabilitation Project.

CARRIED

c) Recycle Coach App

Staff informed the Committee that the original trial period for the Recycle Coach App is set to expire. There was no cost associated with the trial period. Approximately 30% of Temiskaming Shores residents use the app and staff suggest it is worthwhile continuing in an agreement for this service. The most cost-effective subscription is to enter into a 3-year agreement for with the price being \$2,000 for year 1, \$2,500 for year 2, and \$2,900 for year 3. The committee supports continuing to provide this application and although there will be a cost involved, it eliminates the need to print schedule calendars.

Recommendation PW-2022-030

Moved by: Councillor Doug Jelly

Be it Resolved that:

The Public Works Committee hereby recommends that Council support entering into a 3-year agreement with Recycle Coach for the continued use of the Recycle Coach Application for residents.

CARRIED

d) Public Works Update

Staff provided the Committee with an update regarding daily operations and projects scheduled to get underway in the coming weeks such as the Radley Hill Road/ONR Crossing project, annual bridge inspections and the installation of the new speed radar signs. The 2022 Roadway Rehabilitation project will also be getting underway in the coming weeks.

For the 2022 asphalt markings, staff is suggesting going through the tender process as that has not been done for several years. The Committee was in support of that suggestion.

Recommendation PW-2022-031

Moved by: Mayor Carman Kidd

Be it Resolved that:

The Public Works Committee hereby recommends staff prepare tender documents for the 2022 Asphalt markings contract.

CARRIED

10. CLOSED SESSION
None

11. NEXT MEETING
The next meeting for the Public Works Committee will be held on May 19, 2022, starting at 9:00 AM.

12. ADJOURNMENT

Recommendation PW-2022-032
Moved by: Councillor Danny Whalen

Be it resolved that:
The Public Works Committee meeting is adjourned at 10:33 a.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

Meeting called to order at 6:30 p.m.

2. ROLL CALL

PRESENT:	Councillor Mike McArthur (Chair) Mayor Carman Kidd Councillor Jesse Foley Matt Bahm, Director of Recreation Paul Allair, Manager of Parks & Facilities Jeff Thompson, Manager of Programming Richard Beauchamp, Public Appointee Chuck Durrant, Public Appointee Simone Holzamer, Public Appointee Robert Ritchie, Public Appointee Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Chris Oslund, City Manager, Danny Lavigne, Public Appointee

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Item 7 b) Ice Cost Request – New Liskeard Figure Skating Club

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation RS-2022-010

Moved by: Chuck Durrant

Be it resolved that:

The Recreation Committee agenda for the March 14, 2022 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2022-011

Moved by: Rob Ritchie

Be it resolved that:

The Recreation Committee minutes of the February 14, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE

a) Letter from Luc and Louise Boucher – Re: Haileybury Marina Subletting

The Committee reviewed a letter requesting consent to list their sailboat on Airbnb while docked at a rented slip at the Haileybury marina.

Recommendation RS-2022-012

Moved by: Robert Ritchie

Be it resolved that:

The Recreation Services Committee hereby denies the request from Luc and Louise Boucher to sublet their marina slip and/or boat in our municipal marinas; and further directs staff to clarify the “No Assignment or Sublet” clause the Mooring Agreement.

CARRIED

b) Letter from New Liskeard Figure Skating Club –Ice Cost

The Committee reviewed a letter from Therese Bain, Treasurer for the New Liskeard Figure Skating Club. The club is requesting that the City consider charging the club 4 hours of ice time, but permitting use of the arena for 24 hours for their upcoming Ice Show/

Recommendation RS-2022-013

Moved by: Simone Holzamer

Be it resolved that:

The Recreation Services Committee hereby approves the request from the Haileybury and New Liskeard Figure Skating Club to charge for 4 hours of ice time; however, allowing for 24 hour use of the arena space for the 2022 Ice Show.

CARRIED

8. UNFINISHED BUSINESS

a) Public Health Protections

Staff informed the Committee that all capacity limits have been removed as well as the requirement for masking (as of March 21/22) and proof of vaccination with a QR Code. Staff will be working on an operations plan that will provide the public with the protocols that will continue to be being followed, i.e. – cleaning surfaces, etc.

9. NEW BUSINESS

a) Programming Update (Verbal)

Staff provided the Committee with an update regarding recent changes at our facilities for QR codes, organized activities through the Age Friendly and Healthy Kids programs, and a general operations update for the Pool Fitness Centre.

b) Parks and Facilities Update (Verbal)

Staff provided the Committee with an update regarding the upcoming closures of the rinks (indoor and outdoor), preparations underway for summer and staff training.

c) Directors Update (Verbal)

Staff provided the Committee with an update in upcoming capital projects that are scheduled to get underway early spring and summer such as the Don Shepherdson Memorial Arena Accessibility Upgrades, the Pool Fitness Centre roof replacement, and the continuation of the Rotary Splash Pad.

The Committee was also provided the most recent Eco Trail Counter data for trails such as the Devil's Rock trail and portions of the STATO trail. Once the weather improves, the counters will be left in place for longer periods of time along the trails, in addition to one being permanently placed on the Devils Rock Trail.

10. NEXT MEETING

The next Recreation Committee Meetings are scheduled as follows:

- April 11, 2022 – City Hall, Haileybury Boardroom

11. ADJOURNMENT

Recommendation RS-2022-014

Moved by: Chuck Durrant

Be it resolved that:

The Recreation Committee meeting is adjourned at 7:05 p.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 6:31 p.m.

2. ROLL CALL

PRESENT:	Councillor Mike McArthur (Chair) Mayor Carman Kidd Councillor Jesse Foley Matt Bahm, Director of Recreation Paul Allair, Manager of Parks & Facilities Jeff Thompson, Manager of Programming Chuck Durrant, Public Appointee Danny Lavigne, Public Appointee Robert Ritchie, Public Appointee Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Chris Oslund, City Manager Richard Beauchamp, Public Appointee Simone Holzamer, Public Appointee

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Remove Splash N Go portion of Correspondence

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation RS-2022-015

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee agenda for the April 11, 2022 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2022-016

Moved by: Robert Ritchie

Be it resolved that:

The Recreation Committee minutes of the March 14, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

a) Swimming Lessons at Haileybury Beach – Hugo Rivet

The Committee reviewed a letter requesting the City offer summer swimming lessons at the Haileybury Beach. Staff informed the Committee that it was not the intention to offer lessons at the beach this summer as for the last few years, registrations have been very low, and the lessons were often cancelled due to inclement weather or no shows. There is the option of booking private lessons at the beach, which some people have taken advantage of in the past. This item will be discussed further at the next meeting.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a) Programming Update (Verbal)

Staff provided the Committee with a summary of Recreation and Age Friendly programming activities currently taking place in the Community. Staff also noted the recent increase to the number of people returning to the gym now with the lifting of Covid restrictions.

b) Parks and Facilities Update (Verbal)

Staff provided the Committee with a summary of operational tasks being undertaken in the Recreation Department. Staff have been busy with the removal of ice at both arenas, prep work at Bucke Park and routine activities to prepare for summer operations.

c) Directors Update (Verbal)

The Committee was provided with an update regarding the Recreation projects and activities happening in the City. There are several projects starting or scheduled to be starting within the next few weeks such as the Don Shepherdson Memorial Arena Accessibility project, the Pool Fitness Centre Roof replacement, and the continuation of the Rotary Splash Pad construction. The Committee was also advised of a recent anonymous donation of \$20,000 to be used for playground equipment at the Rebecca St. Park, and a community group that would like to utilize otherwise unused greenspace along the waterfront in Haileybury for community gardens and park space.

10. NEXT MEETING

The next Recreation Committee Meetings will be scheduled as follows:

- May 16, 2022 – City Hall, Haileybury Boardroom

11. ADJOURNMENT

Recommendation RS-2022-017

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee meeting is adjourned at 7:31 p.m.

CARRIED



CAPITAL FINANCIAL REPORT

For the Month of April 2022

GENERAL CAPITAL
Revenues & Expenditures
as at April 30, 2022

	Project	2022			% Completion	G	Y	R
		Actual	Budget	Variance				
REVENUES								
	Transfer from Operations		1,022,097	(1,022,097)				
	Transfer from Reserves	37,321	6,711,308	(6,673,987)				
	Borrowing		3,118,334	(3,118,334)				
	Provincial Funding		869,390	(869,390)				
	Federal Gas Tax		629,229	(629,229)				
	Efficiency Funding		143,747	(143,747)				
	Ontario Community Infrastructure Fund (OCIF)		810,881	(810,881)				
	Enabling Accessibility Funding		100,000	(100,000)				
	Provincial Gas Tax		110,550	(110,550)				
	Investing in Canada Infrastructure Program (ICIP)		224,450	(224,450)				
	Transport Canada	165,810	527,848	(362,038)				
	Ontario Trillium Fund		500,000	(500,000)				
	Public / Private Partnerships	58,516	108,486	(49,970)				
TOTAL REVENUES		\$ 261,647	\$14,876,320	\$(14,614,673)				
EXPENSES								
	Corporate Services:							
	Cemetery Zero Turn Mower		20,000	(20,000)	70%	x		
	Grant Drain		150,000	(150,000)	0%			
	Peters Road Drain		150,000	(150,000)	0%			
	Fire:							
	Fire Alarm Station 2		8,000	(8,000)	10%	x		
	Irwin Fill Station 3		23,000	(23,000)	25%	x		
	Public Works:							
	2022 Roads Program		3,000,000	(3,000,000)	5%	x		
	Grant Drive Ext. Construction	1,496	1,600,000	(1,598,504)	35%	x		
	West Road Culvert Relining		100,000	(100,000)	0%			
	Radley Hill - Road Upgrades	207,262	659,810	(452,548)	12%	x		
	Pedestrian Cross Walk		100,000	(100,000)	10%	x		
	Solid Waste:							
	Landfill Expansion	10,344	3,000,000	(2,989,656)	35%	x		
	Property Mtnce:							
	Haileybury Fire Station (carryover)	221,045	2,200,000	(1,978,955)	40%	x		
	NL Arena Accessibility Project	14,258	1,000,000	(985,743)	25%	x		
	PFC Upgrades (floor & water softener)		70,000	(70,000)	50%	x		
	Spurline Accessibility Upgrades		30,000	(30,000)	15%		x	
	Dymond Salt Shed Roof Repair		20,000	(20,000)	25%	x		
	PFC Roof Replacement		800,000	(800,000)	30%	x		
	Fleet:							
	Small Fleet Replacement (carryover)	101,863	101,710	153	100%	x		
	Tri Axle Dump Truck (carryover)	205,233	215,700	(10,467)	100%	x		
	Fire Rescue (carryover)	429,689	430,100	(411)	99%	x		
	Dump Truck (box replacement)	16,790	25,000	(8,210)	70%	x		
	Backhoe	191,134	200,000	(8,866)	100%	x		
	Transit:							
	Transit Bus	347,535	335,000	12,535	100%	x		
	Recreation:							
	Air Runner Treadmill	5,806	7,000	(1,194)	100%	x		
	Haileybury Arena Chiller	25,515	100,000	(74,485)	50%	x		
	Splash Pad (carryover)	18,047	200,000	(181,953)	75%	x		
	Olympia Replacement (Electric)		170,000	(170,000)	70%	x		
	PFC Floor Machine	6,112	6,000	112	100%	x		
	Lawnmower Replacement		20,000	(20,000)	80%	x		
	Spurline Parking Lot Paving		115,000	(115,000)	0%		x	
	Utility Terrain Vehicle		20,000	(20,000)	0%		x	
	Wabi Pedestrian Bridget Project	2,584	-	2,584				
	Farr Park - Old Hlby Food Bank Demolition	7,021	-	7,021				
TOTAL EXPENSES		\$ 1,811,734	\$14,876,320	\$(13,064,586)				
SURPLUS / (DEFICIT)		\$(1,550,087)	\$ -	\$(1,550,087)				

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at April 30, 2022

	2022		
	Actual	Budget	Variance
REVENUES			
Transfer from Operations	-	815,000	(815,000)
Borrowing	-	600,000	(600,000)
TOTAL REVENUES	\$ -	\$ 1,415,000	\$ (1,415,000)
EXPENSES			
ICI Water Meter Program	-	600,000	(600,000)
Hlby WTP Filter Replacement	-	300,000	(300,000)
Hlby WWP Rehabilitation	-	185,000	(185,000)
Robert/Elm Pumping Station - By-pass Install	-	250,000	(250,000)
Farr Drive Pump Repairs*	4,510	80,000	(75,490)
TOTAL EXPENSES	\$ 4,510	\$ 1,415,000	\$ (1,410,490)

% Completion	G	Y	R
50%	x		
0%			
25%	x		
50%	x		
75%	x		

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: May 17, 2022
Subject: Amendment to By-law No. 2008-160 Procedural By-law – Inaugural Meeting
Attachments: Appendix 01: Draft By-law Amendment (**Please refer to By-law No. 2022-089**)

Mayor and Council:

Bill 68, Modernizing Ontario’s Municipal Legislation Act, introduced a series of reforms to the Municipal Act, and Municipal Conflict of Interest Act. The Bill was introduced for first reading in November 2016, and was revised numerous times before it received third reading and Royal Assent on May 30, 2017.

Some amendments were proclaimed on Royal Assent, while others will come into effect with other dates. One being an amendment to the Municipal Elections Act, 1996, regarding a term of office date for Council and School Board members. The commencement date of the term of office has been amended from December 1st to November 15th, which will take effect this year, following the regular election.

As such, staff recommend an amendment to the City of Temiskaming Shores Procedural By-law No. 2008-160, to adjust the Inaugural Meeting from the first Monday of December in an election year at 6:00 p.m., to the first Monday following the beginning of the term of office, in the year of a regular election, at 6:00 p.m. This amendment will closely align with the new term of office, for the continuation of business operations.

Submission:

Prepared by:

Reviewed by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: May 17, 2022
Subject: Integrity Commissioner Summary Re: Municipal Conflict of Interest Complaint Re: Mayor Kidd
Attachments: Appendix 01: Summary of Costs
Appendix 02: Expertise for Municipalities(E4m) Final Report
Appendix 03: Court Order

Mayor and Council:

Expertise for Municipalities(E4m) advised that the matter related to Mayor Kidd and the Municipal Conflict of Interest Act (MCIA) complaint has concluded, and the file is now closed.

The parties agreed to resolve this matter by way of a court reprimand for Mayor Kidd pursuant to Section 9 (1).1 of the MCIA by the Superior Court of Justice in this matter. That written order was signed and delivered on April 13, 2022.

As such, the City received the final invoice from E4m, and a summary of costs related to this matter has been provided in Appendix 01. In addition, E4m provided their final report and a copy of the Court Order for our records, enclosed as Appendix 02 and Appendix 03 respectively.

Submission:

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubycck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Appendix 01: 023-2022-CS
Summary of Costs - MCIA Complaint Re: Mayor Kidd

Date	Invoice	Amount	Non-Refundable HST	Total
31-Jan-21	2147	5,882.50	103.53	5,986.03
31-Oct-21	2237	703.75	12.39	716.14
31-Jul-21	153906	1,900.51	27.61	1,928.12
31-Aug-21	154294	1,602.50	28.20	1,630.70
5-May-22	2295	4,466.25	78.61	4,544.86
Total		14,555.51	250.33	14,805.84

Breakdown of Costs

Category	Invoice	Amount	Non-Refundable HST	Total
Integrity Commissioner Costs	2147	5,882.50	103.53	5,986.03
	2237	703.75	12.39	716.14
	2295	253.86	4.47	258.33
Total		6,840.11	120.39	6,960.50
Legal & Court Related Costs	153906	1,900.51	27.61	1,928.12
	154294	1,602.50	28.20	1,630.70
	2295	4,212.39	74.14	4,286.53
Total		7,715.40	135.79	7,845.35
Total		14,555.51	265.74	14,805.84

April 25, 2022

Mayor Kidd and Council Members
City of Temiskaming Shores
325 Farr Dr, Haileybury, ON P0J 1K0

By Email To: Logan Belanger – Municipal Clerk
Chris Oslund – City Manager

RE: Final Report Mayor Kidd Proceedings

Your Worship & Members of Council

First and foremost, Expertise for Municipalities (E4m) is pleased to submit its final report of the Integrity Commissioner (“IC”) pursuant to section 223.6(1) of the Municipal Act, on the investigation and reprimand of Mayor Kidd, to the City of Temiskaming Shores.

Ultimately, the Superior Court of Justice (Haileybury, ON) on December 16, 2019, found that Mayor Kidd contravened Section 5.0 of the *Municipal Conflict of Interest Act*.

Final Report Assessment:

As the IC in the City of Temiskaming Shores (during the alleged breach of the *MClA* by Mayor Kidd) and many other communities in Ontario, it is our key responsibility and mandate pursuant to the *Municipal Act, 2001* to oversee and make independent determinations on alleged breaches of the *Municipal Conflict of Interest Act* by any elected member of City Council. It is a role that educates on and enforces the statutory requirement for utmost transparency and accountability to the public by our locally elected officials. The IC also upholds the codes and statutes that fall under its jurisdiction. This is a process that we take seriously and one that we undertake with great honour.

As the IC, it is not always easy or pleasant to move forward with significant findings that Council members have contravened the Act while those same Council members are also responsible for the IC’s appointment and compensation. An IC has a mandated and fiduciary duty to fearlessly undertake its work and must avoid any political influences and interference, without regard to the outcomes or any repercussions of its decisions.

In our role, as the IC for Temiskaming Shores we acknowledge and take great pride in the entire team that participated in the investigation, reviewed the case and ultimately, but not lightly, made the decision to prosecute Mayor Kidd before the courts. The decision to appear before the Superior Court of Justice was made only after considerable debate and dialogue.

The work undertaken by this IC in Temiskaming Shores on this case was a required investigation of events that took place on December 12 thru 16, 2019 regarding a breach of the MCI.A. It was our role to independently analyze, review and deliberate on each of these matters and proceed with a course of action that was supported by the legislation governing our mandate. This IC fulfilled its responsibility to Council and the people of Temiskaming Shores in the most professional manner by ensuring it followed its legislative mandate.

The outcome of the court process on this case, clearly confirms that the law was breached by **Mayor Kidd** when he, as the Chair of the Temiskaming Shores Senior Housing Corporation, (TSSHC) wrote a letter on December 12, 2019, to the Council of Temiskaming Shores on behalf of TSSHC asking for an increase in the City's mortgage guarantee for TSSHC. Mayor Kidd breached the Act when he telephoned a council member to ask if he needed clarification as a member of the Corporate Services Committee, as the proposal would be discussed without him.

In our judgement, it was important to bring clarity to this case in light of the lack of jurisprudence around the application of the *Municipal Conflict of Interest Act*. As a matter of fact, a similar case in the City of Elliot Lake was the first to be considered in Superior Court after the requirement for an Integrity Commissioner was mandated to municipalities. The outcome of that court process was a reprimand for the Councillor who breached the Act, which is quite similar to the situation in Temiskaming Shores, whereby the Councillor was a member of the body (TSSHC) but did not gain personally in the matter. As such, both parties agreed to resolve this matter by way of a court reprimand for Mayor Kidd pursuant to Section 9 (1).1 of the MCI.A by the Superior Court of Justice in this matter. That written order was indeed signed and delivered by Justice Wilcox on April 13, 2022.

A Final Note:

As the IC in many communities across the province with an obligation to independently investigate and when warranted, prosecute in the Court of Law, under the existing legislative mandate, we are also extremely cognizant of and sensitive to the costs for municipalities. We have warned Councils about the financial cost to the taxpayer of not following the ethical rules you set (Code of Conduct), or of breaching provincial law. You were advised that it would be prudent to establish a reserve fund to prepare for the possibility of such complaints.

To be clear, Mayors and Councils are specifically trained on their obligations under the *Municipal Conflict of Interest Act* with respect to being a member of a body such as the TSSHC, yet the Mayor chose to act in a contrary manner. We continue to make every effort to support members of Council acting in an ethical manner and in accordance with their statutory obligations. Following the provincial law, codes of conduct and ethical policies is intended to promote accountability, transparency, prevents corruption or the appearance of wrongdoing in municipalities and thereby instills ratepayer confidence in this very important level of government. It is the very reason elected officials are required to take an oath to uphold the highest standards

of public trust. It is also the very reason that the provincial government mandated the IC role.

The IC now considers the matter related to Mayor Kidd concluded and is closing its file.

-END-

ONTARIO
SUPERIOR COURT OF JUSTICE
(Proceeding Commenced in Haileybury)

THE HONOURABLE

J. Wilcox

)
)
)
)

WEDNESDAY, THE 13TH DAY

OF APRIL, 2022

BETWEEN:

THE CITY OF TEMISKAMING SHORES
(INTEGRITY COMMISSIONER)

Applicant

- and -

CARMAN KIDD

Respondent

ORDER

THIS MOTION made by the Applicant, was heard by me this day, at the Court House, 393 Main Street, Haileybury, Ontario, P0J 1K0,

UPON READING the Application Record, motion materials of the Applicant and the Respondent, filed, the Agreed Statement of Facts of the Parties, filed and upon hearing submissions of counsel, for the Applicant and the Respondent,

1. **THIS COURT FINDS THAT** the Respondent, was, at the material times, the Mayor of The City of Temiskaming Shores (the "City").
2. **THIS COURT FINDS THAT** the Respondent was, at the material times, the Chair of the Temiskaming Shores Senior Housing Corporation ("TSSHC").

3. **THIS COURT FINDS THAT** on December 12, 2019, the Respondent wrote a letter to City Council on behalf of the TSSHC seeking an increase in the City's mortgage guarantee for TSSHC, that the Respondent declared a pecuniary interest and recused himself from the Council meeting when this issue was discussed.

4. **THIS COURT FINDS THAT** on December 16, 2019, Carman Kidd breached section 5 of the *Municipal Conflict of Interest Act* (the "Act") when he telephoned Councillor Whalen asking him if he needed clarification as a member of the Corporate Services Committee of the proposal for an increase in Council's mortgage guarantee for TSSHC.

5. **THIS COURT FINDS THAT** the Respondent breached the Act believing it was not a violation as he was not personally benefitting, wanted what was best for non-profit seniors' housing for the City of Temiskaming Shores and was offering clarification of the proposal if needed before the matter would be discussed without him.

6. **THIS COURT ORDERS THAT** a reprimand of the Respondent is the appropriate penalty in this matter pursuant to section 9(1).1 of the Act and that such reprimand is hereby delivered to the Respondent.

7. **THIS COURT ORDERS THAT** the Parties will bear their own costs.

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a horizontal line extending to the right.

Court File No.: CV-21-00000036-0000

THE CITY OF TEMISKAMING SHORES
(INTEGRITY COMMISSIONER)
Applicant

and CARMAN KIDD
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Proceedings commenced in the City
of Haileybury, Ontario)

ORDER

WISHART LAW FIRM LLP
Barristers and Solicitors
390 Bay Street, 5th Floor
Sault Ste. Marie ON P6A 1X2

J. PAUL R. CASSAN
LSO #38850R

Telephone: 705-949-6700
Fax: 705-949-2465
Email: pcassan@wishartlaw.com
Lawyers for the Applicant

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: May 17, 2022
Subject: Deeming By-law for Connelly and Krech – 58 Lakeshore Road North;
 PLAN M29NB PT LOT 171 PCL 3044SST PLAN M29NB LOT 172
 LOT 173 PCL 6533NND 3328T
Attachments: Appendix 01: Deeming By-law Application Form
 Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2022-090**)

Mayor and Council:

Tori Connelly and Kim Krech have submitted a request for a deeming by-law for their property located at 58 Lakeshore Road North in New Liskeard. The owners have indicated that they are requesting the deeming by-law in order to permit the construction of a detached garage. The two full lots are 10m x 40.2m (33.03' x 132') and there is a 1.67m (5.5') part-lot portion that has been added on the south side. The lots were created by a plan of subdivision that was registered in 1902. These lots are all currently included under the same roll number.

The subject property is designated Town Centres 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. 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"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP,
RPP
Planner

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

**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.: <u>D-2022-07</u>
Date Received: <u>May 3, 2022</u>
Roll No.: 5418- <u>010-006-046.00</u>

1. Owner Information

Name of Owner: Tori Connelly
Mailing Address: 58 Lakeshore Rd N, New Liskeard, POJ 1P0
Email Address: _____ Phone: _____

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

Name of Owner: Kim Krech
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

58 Lakeshore Rd, N, New Liskeard

Legal Description (concession and lot numbers, reference plan and lot/part numbers)

LOT 171 (Parcel 3044 S.S.T), LOT 172 (Parcel 6533 S.S.T), LOT 173 (Parcel 3328 S.S.T)

b. Date the property/properties were acquired by the current owner: November 26, 2021

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

Yes No

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

5. Reason a deeming by-law is required:

To merge Lot 172 and Lot 173 to build a Garage (24x24) on Lot 173, 4ft from the laneway, and 4ft from the Property Line. Also part of Lot 171 will be required to be merged.

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: Bill Ramsay

Name of Firm: Ramsay Law Office

Mailing Address: 18 Armstrong Street, New Liskeard, ON, P0J 1P0, Box 160

Email Address: ramsaylaw@ramsaylaw.ca Phone: 705-647-4010

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: may 3rd, 2022 Signature of Owner: TCG

Date: may 3rd, 2022 Signature of Owner: Heech

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.

TC Heech
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.

TC Heech
Applicant Initial Applicant Initial

10. Declaration of Applicant

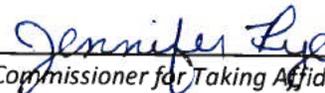
- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall 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, Tori Connelly of the City of Temiskaming Shores
in the District of Temiskaming 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 3rd day of May, 2022


Signature of Applicant


A Commissioner for Taking Affidavits

Jennifer Lynn Pye, a Commissioner, etc.,
Province of Ontario, for the Corporation of the
City of Temiskaming Shores
Expires June 26, 2024.

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, Kimberly A. Kreech of the Municipality of Temagami
in the District of Nipissing of _____ 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 Municipality of Temagami
in the District of Nipissing
this 29th day of April, 2022.

Kreech
Signature of Applicant

[Signature]
A Commissioner for Taking Affidavits

Sabrina Pandolfo, A Commissioner, etc.,
Deputy Treasurer of the
Municipality of Temagami

Subject: Encroachment Agreement: 40
Wellington Street South

Report No.: CS-020-2022

Agenda Date: May 17, 2022

Attachments

Appendix 01: Site Sketch

Appendix 02: Ramp Plans

Appendix 04: Draft Encroachment Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-020-2022;
2. That Council directs staff to prepare the necessary by-law and Encroachment Agreement with 1607456 Ontario Ltd for the property at 40 Wellington Street South to allow the construction of a 1.63 metre wide ramp at the front entrance to the existing establishment for consideration at the June 7 Regular Council meeting; and
3. That Council requires that the Owner shall pay the legal and land titles fees to register the agreement on title.

Background

The owner of the King George Tavern in downtown New Liskeard will be seeking to reopen the establishment in the near future. To address some concerns with the current entrance to the establishment he is proposing to construct a ramp to access the main entrance that will slope up from ground level at the south end and will have a width of 1.63 metres (5'4"). Based on information submitted through a previous Planning application, the existing building is 1.19 metres (3'11") from the property line, which means that the proposed ramp would extend 0.44 metres (1'5") onto City property.

Analysis

The Manager of Transportation Services, Superintendent of Transportation, and the Planner met on-site with the property owner and their contractor on April 21, 2022 to review the proposal from a winter maintenance point of view. It was noted that the concrete pad landing for the stairs currently on the front of the building is approximately

4" high and is directly adjacent to the sidewalk. The proposed ramp will be setback from the sidewalk and will not interfere with winter operations.

Utility companies operating in the area were circulated and no concerns were noted with the proposed encroachment.

The property is zoned Downtown Commercial New Liskeard (C1) in the City of Temiskaming Shores Zoning By-law. The Zoning By-law does not require a minimum front setback in the C1 zone, so the ramp would be permitted up to the property line as-of-right.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Zoning By-law 2017-154

Consultation / Communication

- Consultation with property owner and contractor
- Consultation with applicable City staff

Financial / Staffing Implications

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

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

"Original signed by"
 Jennifer Pye, MCIP,
 RPP
 Planner

Reviewed by:

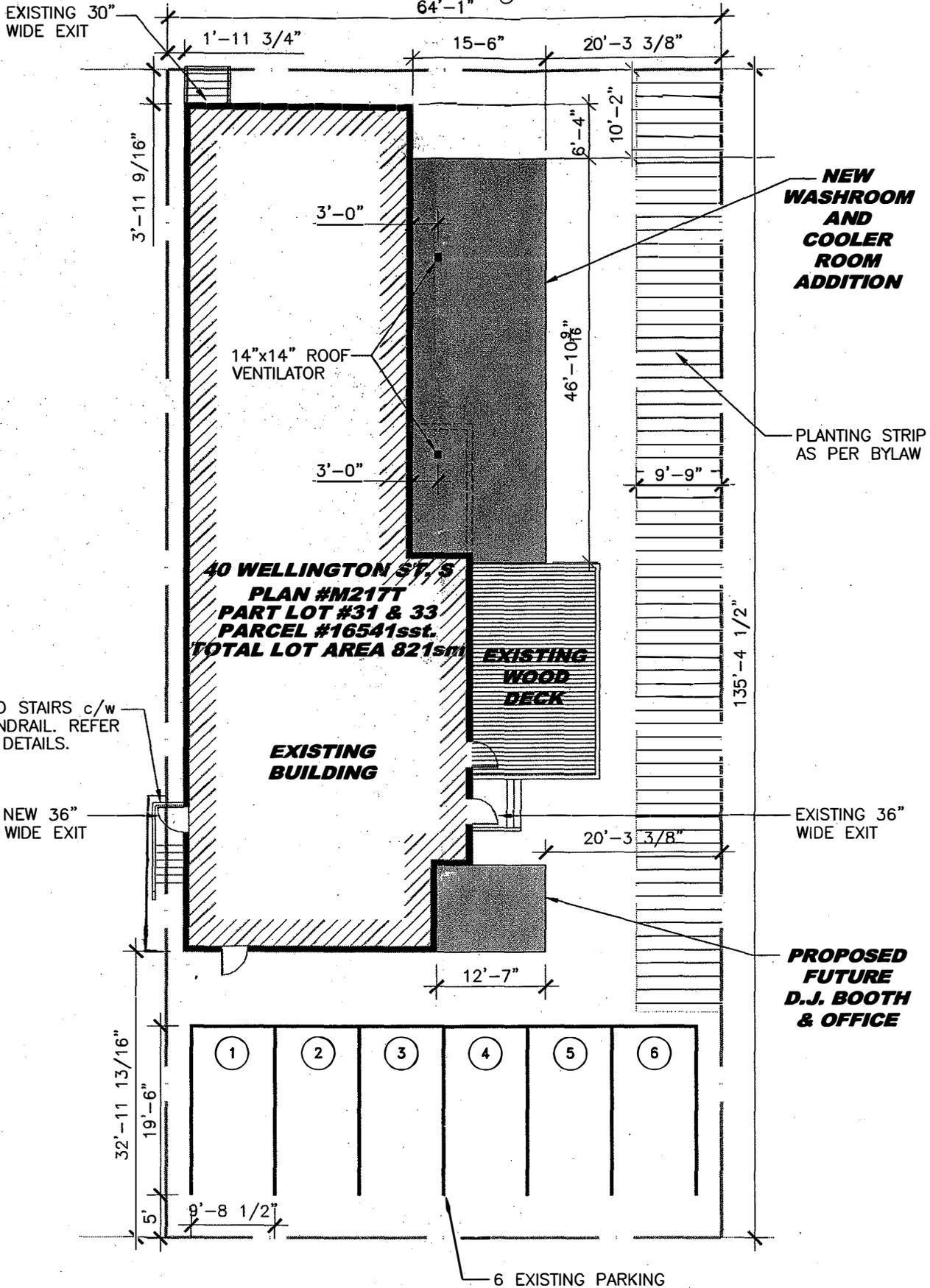
"Original signed by"
 Shelly Zubycyk
 Director of Corporate
 Services

Reviewed and submitted for
 Council's consideration by:

"Original signed by"
 Christopher W. Oslund
 City Manager



40 Wellington

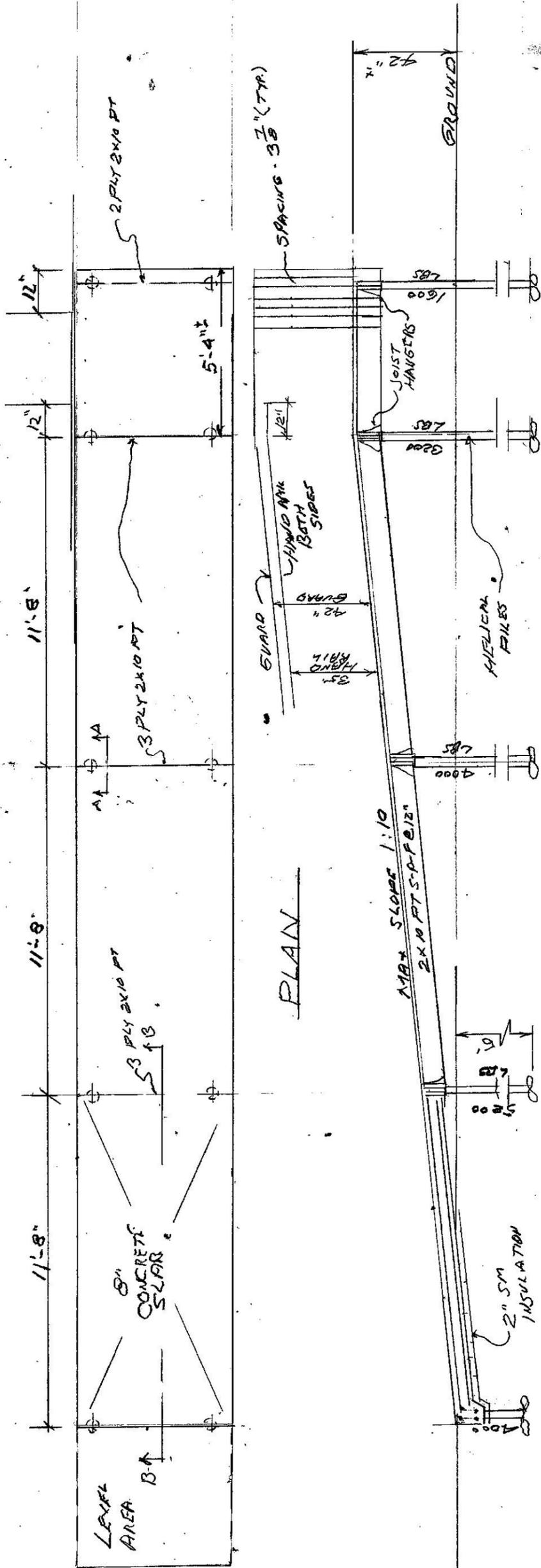


Seals

THIS DRAWING PROJECTS W CONSULTANT

SITE PLAN

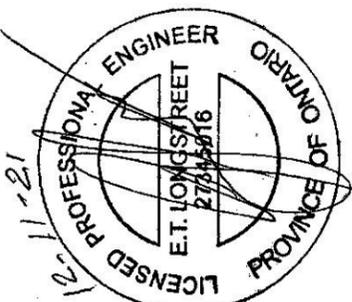
N.T.S.



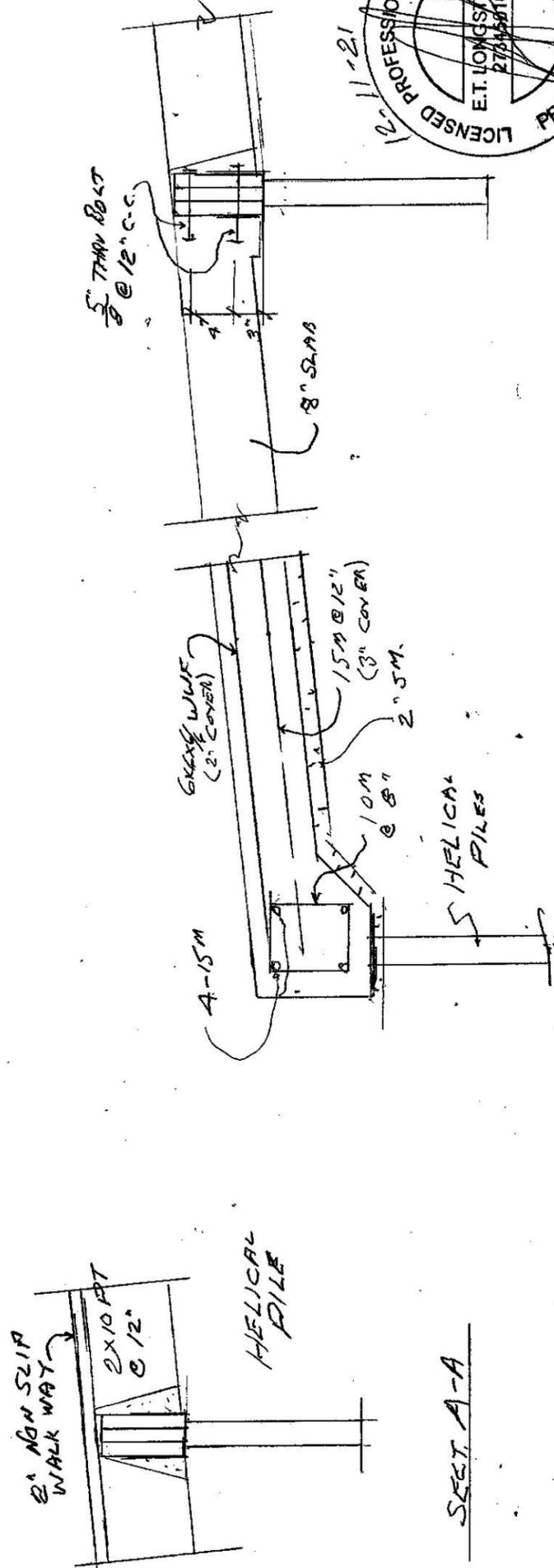
GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE ONTARIO BUILDING CODE.
- ALL LUMBER SHALL BE NO. 1 OR 2 S-P-F OR BETTER AND PRESSURE TREATED.
- ALL FASTENERS SHALL BE GALVANIZED OR STAINLESS STEEL.
- CONCRETE STRENGTH 32 MPa WITH 7% AIR ENTRAINMENT.
- REINFORCING STEEL STRENGTH 400 MPa.
- HELICAL PILES TO BE DRIVEN TO BELOW FROST DEPTH AND SHALL BE GALVANIZED. SPECIFIED LOAD SHOWN ON PILING.

E. T. ENGINEERING INC.		DATE: Nov 2021
PHONE 705-845-1109 FAX 705-752-2589		DWN: E.L.
KING GEORGE TAVERN WELLINGTON STREET NEW LISKEARD, ON.		DWG. NO.
PEDESTRIAN RAMP & DETAILS		1 of 1



ELEVATION



SECT B-B

SECT A-A

The Corporation of the City of Temiskaming Shores
By-law No. 2022-000

Being a by-law to enter into an Encroachment Agreement with 1607456 Ontario Ltd. Roll No. 54-18-010-004-039.00 (40 Wellington Street South)

Whereas under Section 8 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 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; 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 1607456 Ontario Ltd. wish to construct a ramp at the main entrance of the establishment located at 40 Wellington Street South which would necessitate an encroachment onto adjacent City-owned property; and

Whereas Council considered Administrative Report No. CS-020-2020 at the May 17, 2022 Regular Council meeting and directed staff to prepare the necessary by-law and encroachment agreement with 1607456 Ontario Ltd. for consideration at the June 7, 2022 Regular Council meeting.

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

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement with 1607456 Ontario Ltd., a copy annexed hereto as Schedule "A" and forming part of this by-law.
2. That Council agrees to charge an annual encroachment fee of \$50.00 to be added to the Owner's tax bill as an annual payment in lieu of property taxes.
3. That Council requires that the Owners pay the legal and land titles fees to register the agreement on title.
4. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title.

5. 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 ____ day of _____ 2022.

Mayor

Clerk

DRAFT

This Encroachment Agreement entered into on the ____ day of _____, 2022.

Between:

1607456 Ontario Ltd.
(the “Owners”)

And:

The Corporation of the City of Temiskaming Shores
(the “City”)

Recitals:

The Owner is the registered and beneficial owner of land that is municipally known as 40 Wellington Street South; Roll No. 54-18-010-004-039.00 (the “Property”) and which is legally described as:

PLAN M22NB LOTS 23 AND 24 PT LOT 22 AND RP 54R5723 PARTS 1 AND 2
W WELLINGTON ST S PCL 12299 SST, in the City of Temiskaming Shores;
District of Timiskaming

The Owner wishes to construct a 1.63 metre wide ramp at the main entrance of the existing establishment on the property which would encroach upon the City-owned lands; (the “Encroachment”).

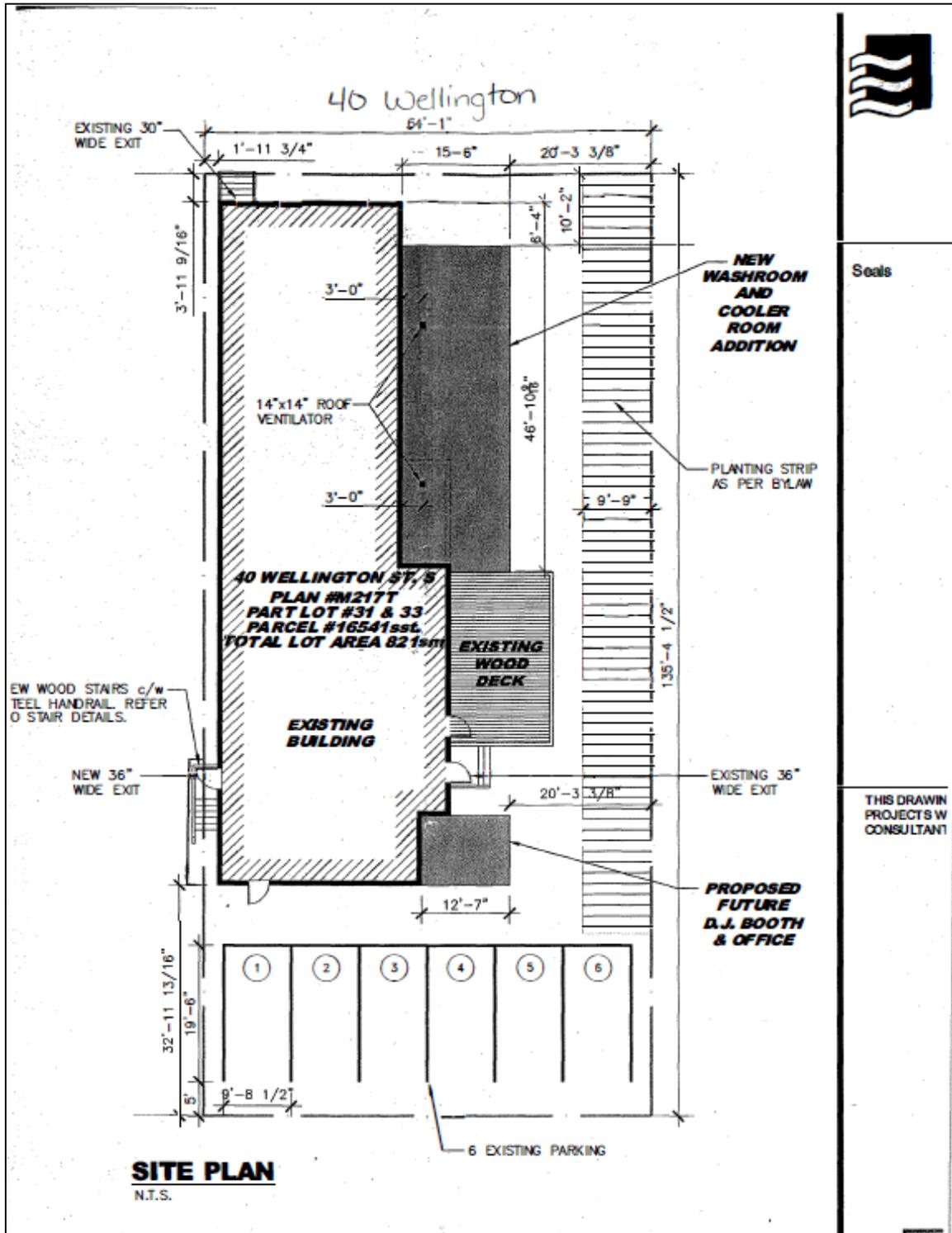
Terms and Conditions

1. The Owners have provided the City with a sketch and project details which have been reviewed by City staff, a copy of which is hereto attached as Appendix 01;
2. The Owners are responsible to ensure that the Encroachment is constructed in accordance to Appendix 02;
3. The Owners are responsible to pay for all costs associated with the construction and maintenance of the Encroachment;
4. The Owners shall, if required, at their expense arrange to have amenities temporarily removed and reinstalled to permit the maintenance of underground utilities (Hydro, Gas, Phone, Storm, etc.);
5. The Owners shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from the use of the Lands;

6. The Owner shall, on or before the **1st day of July** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Owners.
7. In the event the City delivers written notice to the Owner that the City requires, for any purpose, the land which is affected by the Encroachment, the Owner shall, at its sole cost and expense either reconfigure or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment.
8. The Owner covenants and agrees that this Encroachment Agreement is restricted to the Encroachment as proposed in Appendix 01, Appendix 02, and Appendix 03 and the use, maintenance and repair thereof, not any expansions or further improvements thereto without the City’s written authorization.
9. This Encroachment Agreement shall remain in effect for the period commencing on the 1st day of July, 2022 and ending the 31st day of December, 2042.
10. This Encroachment Agreement shall be binding upon the Owners, its successors and assigns.

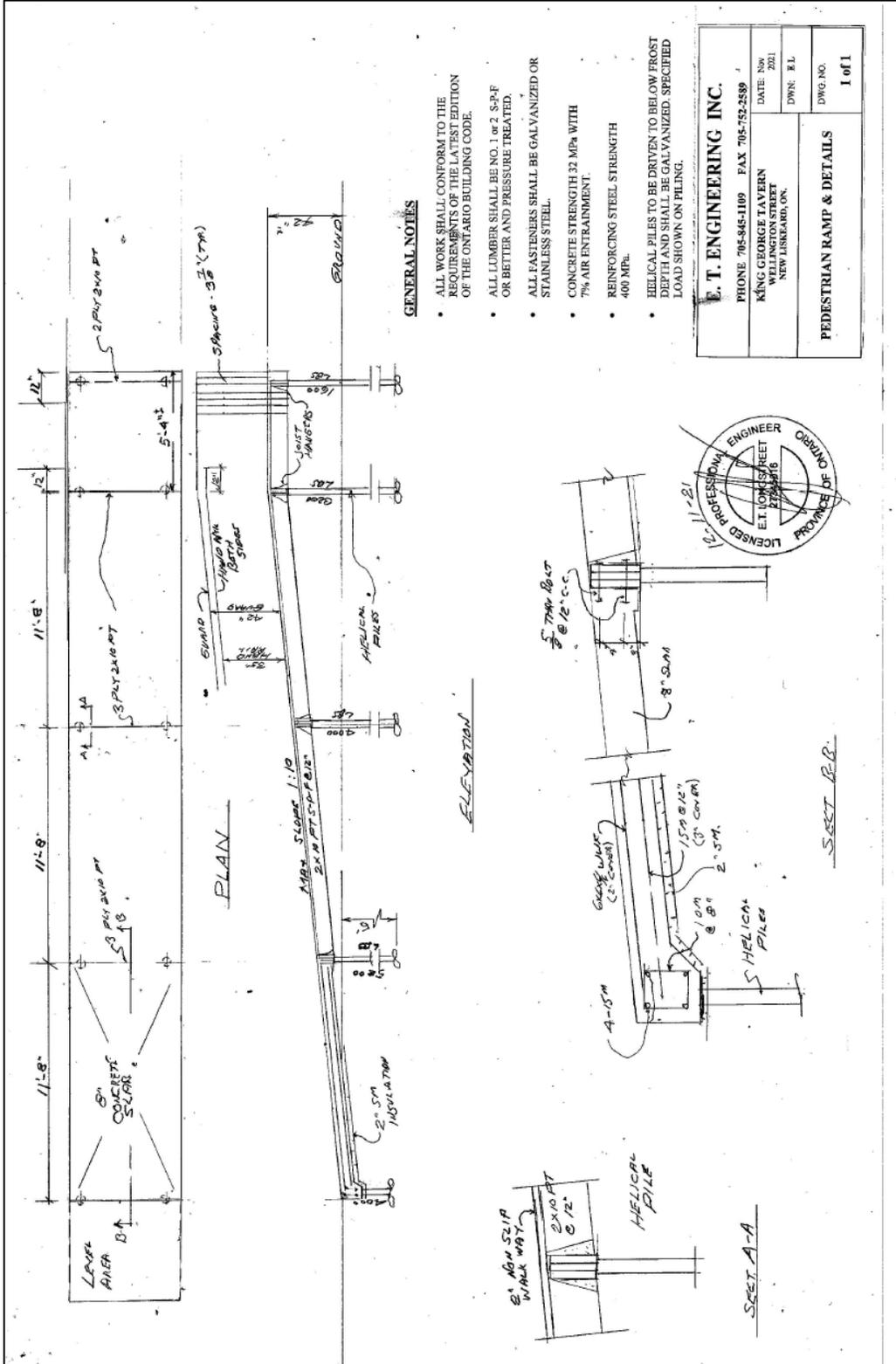
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Appendix 01 Site Sketch

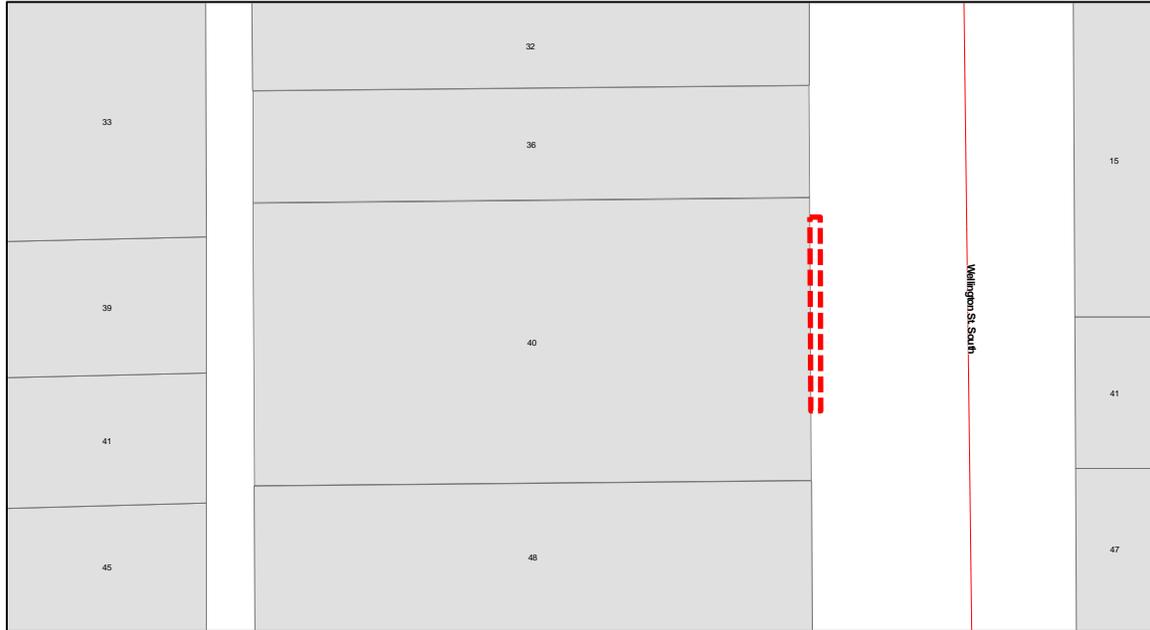


Appendix 02

Ramp Plans



Appendix 03
Area of Encroachment



Subject to Encroachment Agreement

Subject: Appointment of Volunteer Firefighters

Report No.: PPP-002-2022

Agenda Date: May 17, 2022

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-002-2022; and
2. That Council hereby appoints Andrew Lariviere and Jordan Jackson as Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

Background

In an effort to fill vacancies within the department at Station #2 and Station #3 and to help ensure adequate staffing levels are maintained, the Department is seeking to fill two Volunteer Firefighter positions at Stations #2 and #3.

Analysis

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

Based on the identified need to fill vacancies at Stations #2 and #3 interviews with the candidates were conducted by the Station Officers' and the Fire Chief. Subsequently a recommendation from the District Chiefs of Station #2 and #3 was provided to the Fire Chief requesting consideration of the appointment of Andrew Lariviere and Jordan Jackson as Volunteer Firefighters to the Temiskaming Shores Fire Department.

Each candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with their work experience, make them all excellent candidates for the position they are being recommended for.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2016-040, Temiskaming Shores Fire Department Recruitment and Retention Program.
- By-Law No. 2008-030, Fire Department Establishing and Regulating By-law.

Consultation / Communication

- Consultation with Station #2 and #3 District Chiefs.

Financial / Staffing Implications

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

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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2022 Fire Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments operational budget.

Staffing implications associated with the proposed appointments are limited to normal administrative functions and duties, and the requirement to fill vacant positions within the fire department. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 25 members Station #1 (three members on leave),
- 21 members Station #2, and
- 21 members Station #3 (one member on leave).

Alternatives

No alternatives were considered.

Submission

Prepared by:



Steve Langford
Fire Chief

Reviewed and submitted for Council's
consideration by:

“Original signed by”

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: May 17, 2022
Subject: Supply of Granular 'M' – One (1) year Extension (Amend By-law No. 2021-070)
Attachments: Appendix 01: Draft By-law to Amend By-law No. 2021-070 (**Please refer to By-law No. 2022-091**)

Mayor and Council:

In preparation for the upcoming summer, Public Works identified the Supply and Stockpile of Granular 'M' agreement with Miller Paving as one Staff hoped to be extended, if possible. It was originally awarded in Spring of 2021 with an agreement date of April 20, 2021 and being complete by June 30, 2021. An offer of extension from the City was provided and Miller Paving has given written confirmation they accept the offer, utilizing the same per metric ton rate of \$7.35 for crushing Granular M. The extension completion date shall be December 31, 2022.

Schedule "A" to By-law No. 2021-070 acknowledged a contract extension clause to stipulate "The term of this contract may be extended for an additional one-year period with all terms and conditions remaining the same provided that both the City and Supplier agree to such extension in writing".

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

Furthermore, it was identified in the summer of last year (2021), delivery of the Granular 'M' to the Public Works - Haileybury Yard was a preferred method over stockpiling at Miller's Firstbrook Yard. Outside of the Granular 'M' Agreement (21-070), Miller Paving has offered a competitive unit rate price of \$5.90 per metric ton for loading, hauling and unloading of the material to the City yard. This delivery service allows the City to manage and utilize the granular material in a timely and cost-effective manner. In comparison, stockpiling would require the department to coordinate loaders and hauling trucks at various times to pick up material and deliver it to its final destination, which would also have costs associated.

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

A review of estimated quantities has outlined that a reduction from 12,000 tonnes to 10,500 tonnes will keep our costs equivalent to years past. The change in estimated quantity will still

allow for a sufficient amount of material to be used by Public Works. Below is a breakdown of costs comparing 2021 to 2022.

Year	Quantity (tonnes)	Supply Cost	Delivery Cost	Total	Approved Budget
2021	12,000	\$88,200.00	\$50,505.93*	\$138,705.93	\$120,000.00
2022	10,500	\$77,175.00	\$61,950.00	\$139,125.00	\$180,000.00

*Delivery was not the full 12,000 tonnes. At the time it was around 10,979 tonnes

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank
 Manager of Transportation Services

Christopher W. Oslund
 City Manager

Subject: Tender Award – Biennial Bridge,
Culvert & Roof Inspections

Report No.: PW-018-2022

Agenda Date: May 17, 2022

Attachments

Appendix 01: RFP Submission Results

Appendix 02: Draft Agreement (**Please refer to By-law No. 2022-092**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-018-2022; and
2. That Council directs Staff to prepare the necessary by-law to enter into an agreement with D. M. Wills Associates Limited for the biennial bridge, culvert and roof inspections at a total upset limit of \$11,810.00 plus applicable taxes, for consideration at the May 17, 2022 regular Council Meeting.

Background

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

In order to comply with these regulations established by MTO, the City issued a Request for Proposals (PW-RFP-003-2022). The RFP was distributed to previous and known qualified service providers via e-mail as well as on the City Website and Bidding.

In conjunction with the work required in the OSIM, inspections of the roof structures at City Hall as well as the New Liskeard and Haileybury Arena's was also included in this Request for Proposal.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Christopher W. Oslund
City Manager

Document Title: PW-RFP-003-2022 "Eng. Services – Bridges, Culverts, and Roof Inspections"

Closing Date: **Wednesday, May 4, 2022**

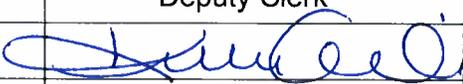
Closing Time: **2:00 p.m.**

Department: **Public Works**

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

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

City of Temiskaming Shores:

Logan Belanger, Municipal Clerk	Kelly Conlin Deputy Clerk	Mitch McCrank Manager of Transportation Services
		via teleconference.
Rebecca Kirkey, Deputy Clerk		

Others (teleconference):

 Palmy Consulting Frank Palmy Consulting Engineering	David, K smart	David, DM Wills
Downy Walsh - EXP	Kevin Russell - Rivard Engineering	

Submission Pricing

Bidder: EXP Services Inc

Description	Amount
Lump Sum (without HST)	\$ 24,845.00

Bidder: DM Wills Associates Ltd

Description	Amount
Lump Sum (without HST)	\$ 11,810.00

Bidder: Tulloch Engineering Inc. Consulting Engineering

Description	Amount
Lump Sum (without HST)	\$ 24,000.00

Bidder: K Smart Associates Ltd

Description	Amount
Lump Sum (without HST)	\$ 14,132.50

Bidder: Rivard Engineering

Description	Amount
Lump Sum (without HST)	\$ 53,520.00

Bidder:

Description	Amount
Lump Sum (without HST)	\$

Bidder:

Description	Amount
Lump Sum (without HST)	\$

Bidder:

Description	Amount
Lump Sum (without HST)	\$

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

Subject: Haileybury Wastewater Treatment Plant Rehabilitation

Report No.: PW-019-2022

Agenda Date: May 17, 2022

Attachments

Appendix 01: OCWA Proposal/Quotation

Appendix 02: Draft Agreement (**Please refer to By-law No. 2022-093**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-019-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ontario Clean Water Agency (OCWA) for the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project in the amount of \$174,696.52 (applicable taxes included) for consideration at the May 17, 2022 Regular Council Meeting.

Background

Each year, in accordance with their contractual obligations, the Ontario Clean Water Agency (OCWA) provides city staff with a capital and operational letter which addresses future expenditure requirements to allow for compliant and efficient operation of the city's treatment facilities. This letter allows for staff to prepare the Environmental Operation and Capital Budgets to present to Council for consideration based on priority needs.

Within the letter received for the 2022 budget year there were 4 major improvements listed for the Haileybury Wastewater Treatment Plant. These improvements include the installation of sludge monitoring systems, the installation of dissolved oxygen analysers, the installation of variable frequency drives on the sewer pumps and the installation of blowers on the return lines. Staff compiled the 4 improvements and presented one capital project to Council which was approved within the 2022 Capital Budget in the amount of \$185,000.00.

As funding for the installation of the UV system to meet WSER Regulation is not available, a temporary De-chlorination System for the effluent was required to be installed. This project will ensure proper and efficient operation of the plant ensuring the De-chlorination System functions properly. These improvements will also mitigate complaints related to smell.

Analysis

Each component, from installation of equipment to adjustments of operation, for the Haileybury Wastewater Treatment Plant Rehabilitation Project will require OCWA involvement as the operating authority of the plant.

Within the current agreement with OCWA (By-law No. 2021-168), Section 4.7 – Capital Projects, subsection (b) states:

During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

As a result, staff reached out to OCWA to provide a proposal/quotation to have the capital project completed.

At the Public Works Committee Meeting held on April 20, 2022, this item was discussed resulting in the Committee recommending to finalize negotiations with OCWA for the completion of the Haileybury Wastewater Treatment Plant Rehabilitation Project.

Staff has recently received the proposal/quotation from OCWA which totals \$ 174,696.52 (applicable taxes included).

Staff reviewed the proposal/quotation for completeness and is recommending that Council enter into an agreement with OCWA in the amount of \$ 174,696.52 (applicable taxes included) for the completion of the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project.

Appendix 01 outlines the proposal/quotation provided by OCWA.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy
- OCWA Agreement – By-law No. 2021-168

Consultation / Communication

- Public Works Committee Meeting – April 20, 2022

Financial / Staffing Implications

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

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

During the 2022 Budget deliberation process, Council approved this capital project in the amount of \$ 185,000.00.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager

Steve Burnett

Manager of Environmental Services

Corporation of the City of Temiskaming Shores

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

Re. Haileybury Sewage Treatment System upgrades.

Please accept the following quotations for the work proposed as described below.

Project No 1

Purchase, install and calibrate 2 DO Analyzers meters for the Aeration tanks on both #1 and #2 plants to assist in the optimization of the Sewage Treatment Plants.

\$27,216.53

Project No 2

To procure the supply and install of two (2) 60 HP VFD's for the pump operations at the Farr Drive pumping station including programming.

\$31,820.35

Project No 3

To procure, install and calibrate 2 sludge monitoring systems in the aeration tanks for both #1 and #2 plants. Install includes programming and integration.

\$29,094.55

Project No 4

Supply, install and commission 2 blowers to optimize the return sludge operations for both #1 and #2 sewage treatment plants. Including programming, electrical and installation support.

\$86,565.09

The total cost for the complete upgrade at the Haileybury Sewage Treatment Plant for 2022.

\$174,696.52

Quote valid for 30 days as pricing fluctuates regularly.

Trusting this is acceptable,

Victor Legault

Senior Operations Manager

Ontario Clean Water Agency

Subject: Don Shepherdson Memorial Arena
Accessibility Upgrades RFT Award

Report No.: RS-011-2022

Agenda Date: May 17, 2022

Attachments

Appendix 01: Submission Opening Results

Appendix 02: G & S Enterprises Limited Bid Submission

Appendix 03: Draft Agreement (**Please refer to By-law No. 2022-094**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-011-2022;
2. That Council approves the reallocation of funds in the 2022 Capital Budget from the Haileybury Chiller Replacement, Olympia Replacement, Spurline Accessibility Project, PFC Water Softener and the UTV Purchase in the amount of \$96,986 to the Don Shepherdson Memorial Arena Accessibility Upgrades; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with G & S Enterprises Ltd. for the Don Shepherdson Memorial Arena Accessibility Upgrades in the amount of \$979,000.00 plus applicable taxes, for consideration at the May 17, 2022, Regular Council meeting.

Background

The Don Shepherdson Memorial Arena Accessibility Project was included within the 2022 Capital Budget with a total budgeted amount of \$1,000,000.

The project scope will see the facility upgraded with accessibility features including a new entrance, new flooring throughout the lobby of the facility, brand new accessible bathrooms, lowered counters for ticketing and concessions and improvements to the mechanical and ventilation system.

The project was originally intended to be completed in 2020 before being deferred due to COVID-19. The project was also included in the 2021 Capital Budget. In spring 2021 staff released tender RS-RFT-001-2021 for the project and, ultimately, the only bid received for the project was not recommended by staff to be accepted due to its cost and timeline proposed.

Staff submitted the project to the Canada Community Revitalization Fund, administered by Fednor in July 2021. In December 2021, the City was provided notice that the project was approved for funding in the amount of \$500,000 and a funding agreement was approved through By-Law 2021-182. As per Amendment Number 1, received February 4, 2022, the funding must be used by February 29, 2023. In addition to the funding provided by Fednor, the project has also received \$100,000 from ESDC with funds required to be spent by October 31, 2022, as per By-Law 2022-006.

Greenview Environmental is the City's consultant on the project and has so far completed the necessary architectural drawings, and tendering documents for the project. They will also be responsible for the project management and warranty review components of the construction.

The City released RS-RFT-002-2022 to the public on April 4, 2022 on the City's website and on Biddingo.

Analysis

Two submissions were received in response to RS-RFT-002-2022 by the closing date of April 25, 2022, at 2:00pm.

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

G&S Enterprises – \$979,000

Norwin Contracting Inc. – \$1,060,000

The quotations were reviewed for completeness and required elements by Greenview Environmental. There were no issues noted in the submissions of the RFT and therefore it is recommended that the project be awarded to G&S Enterprises at the May 17, 2022 Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- 2022 Capital Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with City Manager throughout the project
- Monthly discussion with Building Maintenance Committee
- City of Temiskaming Shores Accessibility Advisory Committee

Financial / Staffing Implications

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

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

During the 2022 budget deliberation process, Council approved \$1,000,000.00 within the City's Capital budget to complete the accessibility upgrades to the Don Shepherdson Memorial Arena.

With the cost of the bid from G&S Enterprises, the updated budget for this project is as follows:

RS-RFT-002-2022 Costs	\$ 979,000
Consulting Costs	\$ 61,670
Contingency Costs	\$ 38,000
Non-Recoverable HST	\$ 18,316
<u>Total Project Cost</u>	<u>\$ 1,096,986</u>
Outside Funding	\$ 600,000
City Funding	\$ 400,000
<u>Total Project Funding</u>	<u>\$ 1,000,000</u>

Staff are proposing to fund the shortfall between the funding approved and the updated project costs by utilizing a combination of savings realized on completed 2022 capital projects and the deferral of three upcoming 2022 capital projects.

Haileybury Chiller Replacement (Savings):	\$ 25,817
Olympia Replacement (Savings):	\$ 3,172
Spurline Accessibility Project (Deferral)	\$ 30,000
PFC Water Softener (Deferral)	\$ 17,997
UTV Purchase (Deferral)	\$ 20,000
<u>Total Funding Reallocated</u>	<u>\$ 96,986</u>

Due to the ongoing disruptions of the pandemic and runaway inflation costs, staff believe that it is imperative that this project be approved as soon as possible and therefore has been brought to council for review before it has been discussed at committee. Over \$600,000 has been provided from other levels of government to complete this project in its entirety by February 28, 2023 and there are operational risks for the 2022-2023 ice season if this project not be approved at the May 17, 2022 council meeting. The project

is required to be finished by the contractor by August 31, 2022, and any delays in approval would cause issues with the required substantial completion date.

In addition to the revised financial plan outlined above, staff have also reached out to Fednor to discuss a funding top-up to cover the shortfall. Originally, the City applied for \$750,000 towards the project and was awarded \$500,000. Should the funding from Fednor be topped up, staff will provide a new financial update to Council.

Alternatives

Council could direct staff to issue a post-tender addendum to request pricing on a reduced scope of the project. Should Council decide to approve this alternative, the City's consultant would remove all mechanical upgrades within the arena bowl from the scope of the project saving an estimated \$150,000. This option would likely cause timeline issues which could pose challenges for operations in the fall.

Council could direct staff to cancel this procurement which would necessitate the City to return the approved funding amounts from Fednor and ESDC.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager

Document Title: **RS-RFT-002-2022 "Accessibility Upgrades Don Shepherdson Memorial Arena"**

Closing Date: **Monday, April 25, 2022**

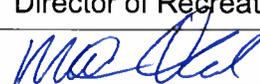
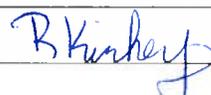
Closing Time: **2:00 p.m.**

Department: **Recreation**

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

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

City of Temiskaming Shores:

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

Others (teleconference):

		
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Submission Pricing

Bidder: *G.S Enterprise Ltd.*

Description	Amount
Contract Price – excluding taxes	\$ <i>979,000.00</i>

Bidder: *Norwin Contracting Inc.*

Description	Amount
Contract Price – excluding taxes	\$ <i>1,060,000.00</i>

Bidder:

Description	Amount
Contract Price – excluding taxes	\$

Bidder:

Description	Amount
Contract Price – excluding taxes	\$

Bidder:

Description	Amount
Contract Price – excluding taxes	\$

Bidder:

Description	Amount
Contract Price – excluding taxes	\$

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.

Part 1 General

1.1 Tender Information

Date: April 25th 2022

Company Name: G&S Enterprises Ltd

Authorized Signature: *Jean Gauthier*

Address: 437 Cedar St. South.
Timmins, Ontario

Contact Information: jean.gauthier@eastlink.ca - 705-288-2883

To: **Clerk**
The Corporation of the City of Temiskaming Shores

Project: **Accessibility Upgrades – Don Shepherdson Memorial Arena**
RFT#: RS-RFT-002-2022

1.2 Offer

.1 Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared for the above mentioned project, we, the undersigned, hereby offer to enter into a contract using a CCDC 2 - 2008 Contract form, to perform the Work for the price of:

\$ 979,000.00

Nine Hundred Seventy Nine Thousand.

dollars, in lawful money of Canada.

.2 We have included herewith, the required proof of insurance and security as required by the tender documents.

.3 Taxes:

.1 Applicable federal taxes in the form of the Harmonized Sales Tax (HST) at 13% are excluded from the Bid Price.

.2 Applicable provincial taxes are excluded from the Bid Price.

.4 Allowances as described and in accordance with Section 01 21 00 are included in the Bid Price.

1.3 Acceptance

.1 Refer to Section 00 21 13 - Instructions to Bidders for Conditions of acceptance.

.2 This offer shall be open to acceptance and is irrevocable for sixty (60) calendar days from the Bid closing date and time.

.3 If this Bid is accepted by the Owner within the time period stated above, the bidder will:

.1 Execute the 'Agreement' within seven (7) days of receipt of the form of execution.

- .2 Furnish the required bonds prior to receipt of the Agreement for execution.
- .3 Commence Work in the as soon as practicable and carry out the Work on a continuous basis until completion, after execution of the Agreement.
- .4 Achieve Substantial Performance of the Work by no later than August 31, 2022.
- .4 If this Bid is accepted within the time stated herein, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited immediately as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the deposit, or the difference between this Bid and the Bid which the Contract is signed.
- .5 In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions in the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.4 Appendices

- .1 A list of Subcontractors is appended hereto and identified as 'Appendix A'.
- .2 A schedule of Unit Rates for labour, equipment, and specialized tools, exclusive of overhead and profit adjustments, is appended hereto and identified as 'Appendix B'.

1.5 Addenda

- .1 The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.
 - .1 Addendum # 1 Dated 04/18/2022.
 - .2 Addendum # Dated .
 - .3 Addendum # Dated .
 - .4 Addendum # Dated .
 - .5 Addendum # Dated .

1.6 Bid Form Signatures

The Corporate Seal of

G&S Enterprises Ltd

(Bidder Company Name - please print)

was here-unto affixed in the presence of:

(Seal)

Jean Gauthier

Jean Gauthier

Owner

Authorized Signing Officer Name and Signature

Title

Authorized Signing Officer Name and Signature

Title

If this Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture on the appropriate form or forms, as above.

Appendix A - Subcontractors: The following is the list of Subcontractors referred to in the Bid Form submitted by:

(Bidder) G&S Enterprises Ltd

(Owner) The Corporation of the City of Temiskaming Shores

dated to which this Appendix is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors under our responsibility and coordinated by us:

Portion of the Work	Subcontractor / Supplier
Demolition & Removals	G&S Enterprises Ltd
Earthworks & Site Servicing	G&S Enterprises Ltd
Aggregates	G&S Enterprises Ltd/ Miller Paving
Building Foundation Forming	G&S Enterprises Ltd
Building/Site Cast-in-Place Concrete	G&S Enterprises Ltd
Rough Carpentry & Framing	G&S Enterprises Ltd
Masonry	NA
Roofing	Designed Roofing
Electrical	Kohut Electic
Mechanical – Plumbing	Kohut Electic
Mechanical – HVAC	Kohut Electic
Painting	G&S Enterprises Ltd
Sport Flooring	Advantage Sport
Aluminum Storefront Doors & Hardware	Clear Cut Glass
Standard Doors & Hardware	Canadian Hardware Consultants
Windows	NA
Gypsum Board	G&S Enterprises Ltd
Asphalt Paving	Miller Paving
Site Restoration/Landscaping	G&S Enterprises Ltd
Structural Steel	Bedard Metal Fab
Other -	
Other -	

Appendix B – Unit Rates: The following is the schedule of Unit Rates referred to in the Bid Form submitted by:

(Bidder) G&S Enterprises Ltd

(Owner) The Corporation of the City of Temiskaming Shores

dated to which this Appendix is an integral part of the Bid Form.

Labour / Equipment Item Description	Unit Rate
Project Manager/Coordinator	\$ 110.00 per hour
Site Superintendent	\$ 95.00 per hour
Supervisor/Foreperson	\$ 90.00 per hour
Excavator & Operator	\$ 120.00 per hour
Haul Truck & Operator	\$ 120.00 per hour
Mechanical Technician	\$ 115.00 per hour
Mechanical/Electrical Labourer/Helper	\$ 105.00 per hour
Electrician	\$ 115.00 per hour
Painter	\$ 75.00 per hour
Concrete Supplier	\$ 100.00 per hour
General Labourer	\$ 75.00 per hour
Roofing	\$ 110.00 per hour
Other -	\$ per hour
Other -	\$ per hour
Other -	\$ per hour

END OF TENDER FORM

The Corporation of the City of Temiskaming Shores
By-law No. 2022-088
Being a by-law to adopt the 2022 Municipal Budget for
the City of Temiskaming Shores

Whereas Section 290(1) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality; and

Whereas Section 290(2) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that the budget shall,

- a) in such detail and form as the Minister may require, set out the estimated revenues, including the amount the municipality intends to raise on all the rateable property in the municipality by its general local municipality levy; and
- b) provide that the estimated revenues are equal to the estimated expenditures; and

Whereas Section 290(4) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that in preparing the budget, the local municipality,

- a) shall provide for any operating deficit of any previous year and for the cost of the collection of taxes and any abatement or discount of taxes;
- b) may provide for taxes and other revenues that it is estimated will not be collected during the year; and
- c) may provide for such reserves as the municipality considers necessary; and

Whereas Public Notice was provided in the Temiskaming Speaker on May 4 and 11 and in Weekender on May 6 and 13, being at least seven (7) days prior to the passing of the by-law in accordance with By-law No. 2004-022, as amended informing the public of its intention to adopt the 2022 Municipal Budget; and

Whereas it is deemed necessary and expedient to adopt the capital and general operating budget for the City of Temiskaming Shores for the year 2022.

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

1. That the 2022 general levy, which the municipality intends to raise on all rateable property in the municipality, be hereby established at \$14,136,029.
2. That the 2022 Operating and Capital Budgets, attached hereto as Schedule "A", Schedule "B", Schedule "C" and Schedule "D" and forming part of this by-law, be hereby adopted, approved and authorized.

Read a first, second and third time and finally passed this 17th day of May, 2022.

Mayor

Clerk

Schedule "A" to By-law 2022-088

General Operations

	<u>2022 Budget</u>
Revenues	
Grants	4,656,136
Taxation	14,311,879
Other Revenues	4,622,966
Education	2,831,878
Business Improvement Area	55,013
Total Revenues	<u>26,477,872</u>
Expenditures	
Municipal Operations	16,671,238
Health & Social Services	2,894,741
Policing	2,422,385
Libraries	580,520
Education	2,831,878
Business Improvement Area	55,013
Total Expenditures	<u>25,455,775</u>
Transfer to Capital	<u><u>1,022,097</u></u>

Schedule "B" to By-law 2022-088

Environmental Operations

	<u>2022 Budget</u>
Revenues	
User Fees	<u>5,221,064</u>
Total Revenues	<u>5,221,064</u>
Expenditures	<u>4,921,064</u>
Transfer to Capital	<u><u>300,000</u></u>

Schedule "C" to By-law 2021-088

2022 Capital Budget

	<u>Capital 2022 Budget</u>
General Capital	
Grants/Partnerships	3,755,191
Revenues	269,390
Debt	3,118,334
Transfer from Reserves	6,711,308
Expenditures	<u>14,876,320</u>
Transfer from Operations	<u><u>(1,022,097)</u></u>

	<u>Capital 2021 Budget</u>
Environmental Capital	
Grants	0
Debt	600,000
Transfer from Reserves	435,000
Expenditures	<u>1,335,000</u>
Transfer from Operations	<u><u>(300,000)</u></u>

Schedule "D" to By-law 2022-088

Reconciliation of Tax Levy Budget to PSAB

		<u>2022 Budget</u>
	Net General Operations	1,022,097
	Net Environmental Operations	300,000
	Net General Capital	(1,022,097)
	Net Environmental Capital	<u>(300,000)</u>
	Tax Levy Budget	0
Add Back:	Capital Expenditures	12,755,254
	LTD Principal Repayments	2,056,586
		14,811,840
Less:	Transfer from Reserves	7,146,308
	LTD Proceeds	3,718,334
	Amortization	3,995,682
		<u>14,860,324</u>
	PSAB Surplus (Deficit)	<u><u>(48,484)</u></u>

The Corporation of the City of Temiskaming Shores

By-law No. 2022-089

**Being a by-law to amend the City of Temiskaming Shores
Procedural By-law No. 2008-160, as amended - Inaugural Meeting**

Whereas Section 238 of the Municipal Act, 2001, as amended, provides that every municipality shall pass a procedure by-law for governing the calling, place and proceeding of meetings; and

Whereas Council at the December 4, 2008 Regular Council meeting adopted Procedural By-law No. 2008-160; and

Whereas Bill 68, Modernizing Ontario's Municipal Legislation Act, introduced a series of reforms to the Municipal Act, and Municipal Conflict of Interest Act (received royal assent on May 30, 2017), which revised the commencement day of the term of office from December 1st to November 15th, in the year of a regular election, effective in 2022; and

Whereas Council considered Memo No. 022-2022-CS at the May 17, 2022 Regular Council meeting, and directed staff prepare the necessary by-law to amend By-law No. 2008-160, as amended to change the inaugural meeting date to the first Monday following the start of the Council Term, for consideration at the May 17, 2022 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2008-160, as amended, be further amended by removing and replacing Item 3.1, in "Section 3 Inaugural Meeting" with the following:
 - 3.1 The inaugural Meeting date shall be held on the first Monday following the beginning of the term of office, in the year of a regular election, at 6:00 p.m.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

3. **Read a first, second and third time and finally passed** this 17th day of May, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-090

**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
58 Lakeshore Road North (Roll No. 54-18-010-006-046.00)**

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. 024-2022-CS at the May 17, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to deem PLAN M29NB PT LOT 171 PCL 3044SST PLAN M29NB LOT 172 LOT 173 PCL 6533NND 3328T, to no longer be lots on a plan of subdivision for consideration at the May 17, 2022 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:
 - PLAN M29NB PT LOT 171 PCL 3044SST;
 - PLAN M29NB LOT 172 LOT 173 PCL 6533NND 3328T
3. 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.
4. 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.
5. 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.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. 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.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

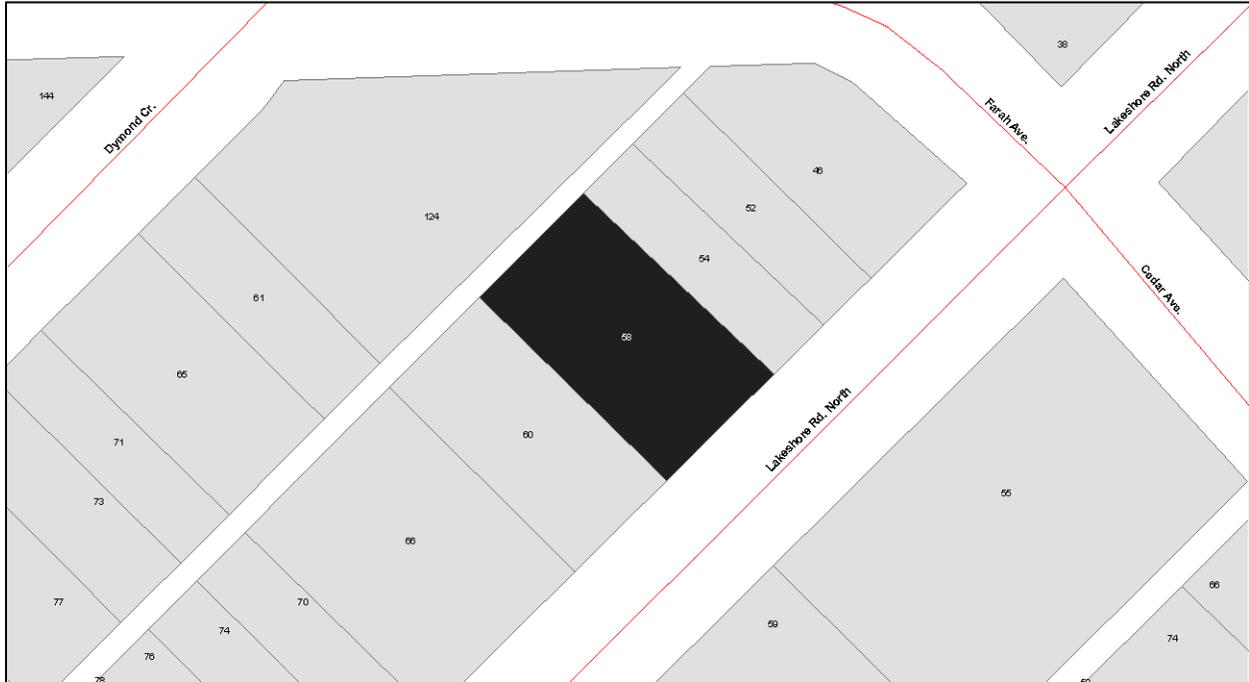
Read a first, second and third time and finally passed this 17th day of May, 2022.

Mayor

Clerk

Schedule “A”

City of Temiskaming Shores – PLAN M29NB PT LOT 171 PCL 3044SST PLAN M29NB
LOT 172 LOT 173 PCL 6533NND 3328T



The Corporation of the City of Temiskaming Shores

By-law No. 2022-091

Being a by-law to amend By-law No. 2021-070 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M” – One Year Extension

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

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

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

Whereas Council considered Administrative Report No. PW-010-2021, and adopted By-law No. 2021-070 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M”, at the April 20, 2021 Regular Council meeting; and

Whereas Council considered Memo No. 007-2022-PW at the May 17, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2021-070 to extend the contract term to December 31, 2022, in accordance with the Extension of Contract or Purchase Order provision of said By-law, at the same rate of \$7.35 per metric ton (10,500 t) plus applicable taxes, for consideration at the May 17, 2022 regular Council Meeting.

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

1. That Schedule A to By-law No. 2021-070, be hereby amended by removing and replacing the wording in item (c) under Article I, with the following:
 - c) Complete, as certified by the Manager of Transportation Services, all the work by **Decemeber 31, 2022.**
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 17th day of May, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2020-092

Being a by-law to authorize an Agreement with D.M. Wills Associates Limited for the performance of biennial bridge, culvert and roof inspections

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

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

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

Whereas Council considered Administrative Report No. PW-018-2022 at the May 17, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law for the biennial bridge, culvert and roof inspections contract with D.M. Wills Associates Limited, at an upset limit of \$11,810.00 for consideration at the May 17, 2022 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with D.M. Wills Associates Limited for biennial bridge, culvert and roof inspections for a total upset limit of \$11,810.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 17th day of May, 2022.

Mayor

Clerk



Schedule “A” to

By-law 2020-092

Agreement between

The Corporation of the City of Temiskaming Shores

and

D.M. Wills Associates Limited

for the Biennial Bridge, Culvert and Roof Inspections

This agreement made this 17th day of May, 2022.

Between:

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

and

D. M. Wills Associates Limited
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

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

**The Corporation of the City of Temiskaming Shores
Eng. Services – Bridges, Culverts, and Roof Inspections
PW-RFP-003-2022**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement; and
- c) Complete, as certified by the Manager of Transportation Services, all the work by **October 21, 2022.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Eleven Thousand, Eight Hundred and Ten Dollars and Zero Cents (\$11,810.00) plus applicable taxes.** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or

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

The Consultant:

D. M. Wills Associates Limited
150 Jameson Drive
Peterborough, Ontario
K9J 0B9

The Owner:

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

The Manager of Transportation Services:

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

Remainder of this page left blank intentionally

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

Signed and Sealed in
the presence of

D. M. Wills Associates Limited

Project Manager – David Bonsall, P.Eng.

Municipal Seal

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

Mayor – Carman Kidd

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2022-092

Form of Agreement



Request for Proposal

PW-RFP-003-2022

Bridges, Culverts, and Roof
Inspections



D.M. Wills Associates Limited

Partners in Engineering, Planning &
Environmental Services
Peterborough

May 2022



Table of Contents

1.0	Introduction	1
2.0	Company Background and Staffing Qualifications.....	2
2.1	Company Background	2
2.2	Project Manager	2
2.3	Project Team Members and Qualifications.....	3
3.0	Experience on Similar Projects	4
4.0	Work Plan, Approach, Methodology and Schedule	5
5.0	Fee Estimate.....	7
6.0	Commitment / Closure	7

List of Appendices

Appendix A – Key Staff CVs

1.0 Introduction

The City of Temiskaming Shores (“City”) has issued a Request for Proposal (“RFP”) for completion of their OSIM Bridge and Culvert Inspections and Reporting, including three roof structures. It is understood that the City’s fundamental purpose for this assignment is to meet their legislative responsibility under Ontario Regulation 104/97 Standards for Bridges, as amended, which requires that:

“The structural integrity, safety and condition of every bridge shall be determined through the performance of at least one inspection in every second calendar year under the direction of a professional engineer and in accordance with the Ontario Structure Inspection Manual.”; and that

“Every bridge shall be kept safe and in good repair”.

In our opinion, simply completing an inspection and filing a report may meet the legislative responsibility; however, it does not provide meaningful or useful guidance to the Owner in terms of proper Asset Management, Maintenance or Capital Budgeting. Although the City has not asked for Capital Plan development, this will be provided, as it is the “Wills Way”. We cannot provide such important services to our Client(s) without creating a road map for implementation. These are large value assets, which by legislation must be “kept safe and in good repair”. The City, without guidance in terms of short-term and long-term planning and proper Asset Management, has no ability to meet their overall legislative requirements.

D.M. Wills Associates Limited (“Wills”) has reviewed the RFP documents in detail and has a complete understanding of the project. Throughout this Proposal, Wills demonstrates our methodology and a systemic approach to complete this project to the full satisfaction of City.

Why D.M. Wills ?

From the RFP Evaluation criteria, we see that the City values experienced staff, similar project experience, methodology and schedule of delivery, knowledge of the City, and costs.

It is our opinion that our experienced staff and previous work with the City set us apart from our competitors. Our staff care about Asset Management for bridges and are dedicated to provide only the best product for our Clients. We are not happy until you are happy.

What sets us apart ?

Our Project Manager for this assignment, Mr. David Bonsall, P.Eng., has worked in the municipal sector for the Region of Waterloo and the City of Peterborough managing bridge (and other) assets. David is passionate about bridges and ensuring that our municipal clients receive only the best advice in terms of asset management and strategies for keeping bridges safe.

We have a strong focus on the bridge or culvert structure first, which allows for asset management driven by structural needs, not by ancillary needs such as guiderail, maintenance work, etc. It is our experience that many Owner’s budgets are high-jacked by ancillary works stemming from OSIM Inspections and Reporting, which in our opinion

deviates significantly from the Standards for Bridges and good Asset Management principles.

As we working together to complete this work, you will understand the long-term needs of your structural inventory, which is high-level asset management and preservation, and not driven by OSIM Inspection. After which, we will develop short-term (5 to 10 Year Capital Plans) with meaningful and well-understood goals for your bridge and culvert assets, based upon the OSIM Inspections and the long-term goals. You will have a plan that you finally trust and feel comfortable taking forward to senior management and Council for approval and take responsibility and pride for delivering on an annual basis.

Wills is the best Partner available for this assignment.

2.0 Company Background and Staffing Qualifications

2.1 Company Background

D.M. Wills Associates Limited (Wills) is a multi-disciplinary consulting engineering firm providing a full range of professional engineering disciplines including municipal, structural, transportation, water resources and contract administration services. Creative design techniques and solutions are of paramount consideration on all projects in order to provide cost effective and practical engineering solutions.

Representative clients for whom the Wills' Bridge Engineering team has completed similar OSIM and Bridge Capital Planning include:

- District of Muskoka
- City of Kawartha Lakes
- Cityships of N. & S. Frontenac
- City of Perth
- Ontario Ministry of Transportation
- County of Peterborough
- City of Bracebridge
- City of Temiskaming Shores

D.M. Wills Associates are listed in the Ontario Ministry of Transportation's Registry, Appraisal, and Qualifications System (RAQS) in several Bridge Engineering disciplines, including Biennial Inspections & Bridge Condition Surveys.

We have three (3) Professional Engineers (P.Eng.) that have completed the MTO OSIM Training; one will act in the role of Lead Inspector and one will act independently as the QC Reviewer.

We have continued success in providing consulting services to Municipal clients because we recognize the very specific needs and limitations of City governments in terms of funding and staffing shortfalls.

Enquiries from clients are acted upon promptly and Wills staff is available on short notice to discuss, review and act upon any queries which may be put forward. We are confident of our ability to perform promptly, on schedule and on budget in the completion of this assignment.

2.2 Project Manager

Strong Project Management is the key to success for both parties to this project. To ensure success, Wills has identified **David Bonsall, P. Eng.**, as the Project Manager for this project. Mr. Bonsall has over 30 years of experience directly related to bridge management and inspections.

Mr. Bonsall has worked in the public sector, responsible for the bridge management programs for both the Regional Municipality of Waterloo and the City of Peterborough. He fully understands the needs of the municipal client and will ensure delivery of a project that matches those needs.

As a consultant, Mr. Bonsall has been involved with the inspection, design and construction of municipal, provincial and private structures including bridges, retaining structures, lifting devices and buildings. ***Mr. Bonsall has completed the MTO OSIM Training and completed many bridge inspections and condition surveys for the Ministry and Municipal owners.***

As the Manager of Engineering and Construction for the City of Peterborough (2002 – 2008), Mr. Bonsall was responsible for preparing capital budgets for roads, sewers and bridges and developing asset management systems. Under Mr. Bonsall's leadership, the City of Peterborough's Bridge Management System was born and introduced a Bridge Reserve Fund to "smooth" the budget requests year over year as bridge replacements / major rehabilitation are intermixed with minor repairs.

Mr. Bonsall was the PSAB lead for all civil infrastructure data capture and valuation with respect to linear assets (roads, sewers, sidewalks, etc.) and the bridge inventory. David is a former member of the OGRA Curriculum Committee and instructor of the OSIM Bridge Inspection course held annually by the OGRA/MEA. ***Mr. Bonsall fully understands the needs of the City with respect to the OSIM Bridge Inspection and Capital Planning for structures.***

Mr. Bonsall will review all draft and final deliverables to ensure implementation of the highest level of engineering judgment is provided and tailored to the specific and appropriate requirements of the project.

Mr. Bonsall will direct Wills' staff in the completion of the detailed visual bridge inspections, ensure all data conforms to OSIM and City requirements, provide engineering judgment in recommendations for structure repairs / replacement and prioritization, and will personally inspect any structures with identified significant (Urgent) defects. Mr. Bonsall will liaise with City staff and attend all progress meetings, as required. Mr. Bonsall will provide project management services as outlined in the RFP, including coordination of work, status updates, invoices, progress reports, and monthly Status Reports.

2.3 Project Team Members and Qualifications

In addition to the OSIM projects noted in this proposal, Wills' Project Team members have considerable bridge inspection, rehabilitation and design experience. We are pleased to present our team members who will be assigned to this project below. Further details on the experience of the senior project team members are included in the Curricula Vitae contained in **Appendix B**.

Babar Karamat, P.Eng., Senior Structural Engineer, will also act as will act in the role of Lead Inspector on this assignment. Mr. Karamat has over 17 years' experience specializing in transportation structures. During the course of his career, he has prepared preliminary and detail designs of simple and continuous span steel and prestressed concrete bridges, culverts, retaining walls and other civil structures.

Troy Steele, P.Eng., Senior Structural Engineer, with over 14 years of structural (bridge) engineering experience in design and construction, will act in the role of Quality Control

/ Alternate Lead Inspector. Mr. Steele has been involved with all bridge inspection programs performed by Wills in the last decade, either as an inspector or as quality control for data entry and completeness.

Tim Rosborough (EIT), Alex Payette (EIT) and/or Amanda Odsen (CET) will provide field support and data processing for this project and will report to David. All staff have been involved with past OSIM Inspections and are an important part of our inspection teams. In order to complete this assignment as quickly and efficiently as possible, the inspection work may be completed using multiple Lead Inspectors / inspection crews, as necessary.

3.0 Experience on Similar Projects

As a former municipal manager involved with capital planning and construction programs, including overseeing consultant OSIM assignments, David Bonsall is very aware of the varying quality of deliverables. In the past, we have competed for OSIM work with other firms based upon lowest cost proposition. We are no longer in this market and only want to partner with those Municipal Clients who want the best deliverables possible. Our most recent and very successful assignments include:

City of Temiskaming Shores: Wills completed the previous inspections for the City in 2020, including preparation of maintenance recommendations, a 10-Year Capital Bridge and Culvert Program, recommendations for additional investigations / monitoring, as well as specific recommendations for the three roof structures.

County of Peterborough: Completion of 2020/2021 OSIM Program for 155 structures, including development of 10-year and 25-year Capital (Asset Management) Programs, complete bridge and culvert replacement cost analysis, and provision of data into the County's WorkTech software.

Reference: Peter Nielsen, CET, Manager, Capital Projects
(705) 775-2737 Ext. 3200

District of Muskoka: Development of a 25 Year Capital (Asset Management) Program for their 98 Structures; including first time OSIM Inspections for their entire inventory in 2017. Prior to 2017, the District had some assets in the old MBADES format and was inspecting half of their inventory each year, which made prioritization very difficult. OSIM Inspections were completed again in 2019 and 2021, and now the District has an excellent road map to follow into the future.

Reference: Mark Trebinskie, Design Technologist
(705) 645-6764 Ext. 4269

Townships of North and South Frontenac: These are likely the greatest success stories we have in terms of Bridge Asset Management. We have been providing OSIM Inspections and Capital Plans to these Cityships (separately) since 2012 and have created Capital Programs that are fully implemented each and each year. Both Cityships are now in the very enviable position of having their Bridge and Culvert assets fully under control with the "emergency" and reactionary spending behind them.

Reference: Darwyn Sproule, P.Eng., Public Works Manager, North Frontenac
(613) 479-2231 Ext. 230

Overall, our Bridge Engineering staff have remained largely the same over the past 13 years and the same team(s) will provide services on this project.

4.0 Work Plan, Approach, Methodology and Schedule

Upon award of the contract, Wills will execute an Engineering Agreement (Formal Contract) and arrange for Start-up Meeting with City staff to review the scope of work and project schedule for 2022.

Any specific needs will be discussed to ensure that both parties are clear on the Deliverables in terms of format, third-party use(s) of the OSIM Reports, Municipal Financial Reporting requirements, and Capital Bridge and Culvert Plan updates.

Having completed hundreds of recent OSIM Inspections for our Municipal Clients, we have created many very successful bridge rehabilitation and replacement programs. We have also been very fortunate in leveraging the OSIM Reports and bridge needs to obtain capital funding through infrastructure grant initiatives for our clients. We are very hopeful that we can continue to provide similar funding, design and construction initiatives on behalf of the City going forward.

It is not our intention to reproduce or quote the OSIM Inspection Manual, but rather to state that the Wills' Bridge Engineering team will follow the legislative requirements and the OSIM Inspection Manual in every way to successfully complete the inspection and reporting aspects of this project.

Most importantly, we understand that 14 bridges (structures with span greater than 3 m), 6 smaller diameter culverts, and 3 municipal roofs (as per Terms of Reference – Section 8) will be fully inspected and reported upon.

A key aspect of our Approach relates to Health & Safety. Wills has an active and preventative Health and Safety Policy. With respect to OSIM Inspections and the associated field work (site visits), we provide training and knowledge of hazards including:

- Temporary Traffic Control (OTM Book 7);
- Bear Aware;
- Noxious Vegetation (Poison Ivy, Hogweed and Wild Parsnip);
- Working Around Water; and
- WHMIS

Based upon our knowledge of the City's bridge and culvert inventory, it is known that most bridges are located over water and / or on higher volume roads that will require special attention to traffic control and / or working around water policy. Wills acknowledges that safety for our staff and the public is paramount during completion of the field work. We have an active Health & Safety Committee with corporate policies to address work place hazards, including working around water and highway traffic. Wills is actively working on several bridge and highway projects for the Ministry of Transportation (MTO) and other Municipalities, and has all safety equipment and traffic control devices available for this assignment.

It is our company policy that no one Works Alone and therefore our OSIM Inspection Teams always consist of the Lead (P.Eng.) Inspector and an assistant. This sets D.M. Wills apart from all of our competitors, who in some cases don't even provide the experience and guidance of a Professional Engineer in the field.

Our Work Plan will be comprised of the following Steps / Tasks:

10-Year Capital Plan

We have found that this is a critical starting point for all Bridge Asset Management and Capital Plans. Building on our previous plan, created for the City as part of the 2020 OSIM program, we will update the 10-Year Capital Bridge and Culvert Program. This is crucial to long-term planning and asset management because it is easy to spend money today on the wrong project if you don't truly understand the future.

It is also very important to understand long-term influences on bridge and culvert asset that might not be triggered by condition or deterioration. In many cases, Development Charges (Growth), road reconstruction/widening (vehicle and/or bike lanes), traffic volume increases, emergency routes, etc. may trigger structure replacement well before condition or deterioration. This can be more easily captured with long-term vision and also allow for funding opportunity in the case of Development Charges (under review by the City).

The OSIM data, current Asset Management Plan and any other available data will be used to develop the updated 10-Year Capital Plan. The Draft document will be presented and reviewed by City staff and form the basis for planning as the assignment proceeds.

OSIM Inspections and Reporting

As mentioned above, we will follow the full OSIM Inspection Manual and standard reporting format for each structure. The OSIM Reports will be a factual capture of the Inspector's observations as required under the "Standard for Bridges" (Reg. 104/97) and the OSIM Manual. Most importantly, the OSIM Reports will identify any Urgent maintenance or repair items that must be addressed. Secondly, the Reports should be aligned with the Capital Program in that "1-5" and "6-10" needs are consistent with the 10-Year Capital Program. Any outliers will require adjustment of the Capital Plan.

We further acknowledge that our Inspection Team(s) will coordinate inspection activities with the City so that a City staff member may, on occasion, accompany our Inspection Team(s) at inspection sites for the purpose of observing the inspection proceedings.

Once the OSIM Reporting is fully reviewed (Quality Assurance), the documents will be provided to the City for their records in printed binders and electronically (PDF) for each bridge and culvert. We will also provide all original photographs on USB.

Project Schedule

We are committed to providing all Deliverables to the full satisfaction of the City. We have no concerns with annual scheduling and delivery based upon the number of bridges and culverts in this assignment and have the ability if needed to mobilize multiple inspection crews. As a Director of D.M. Wills, Mr. Bonsall has the full ability to reassign resources as needed to ensure schedule compliance.

With the City as a long-term client, we can schedule and prioritize the City's needs well in advance, allowing Wills an opportunity to pass on other OSIM assignments if needed, to ensure the City's project remains unaffected. The following schedule is appropriate and achievable for the project:

<u>Task Description</u>	<u>Completion Date</u>
Project Award Date	May, 2022
Inspection Program Field Work	Summer, 2022
Submission of Draft Summary Report and Capital Plan	September 23, 2022
Submission of Final Summary Report and Capital Plan	October 21, 2022

Quality Control

Quality control for the inspection and reporting processes can be defined as the specific procedures involved in ensuring that the work is completed in conformance with recognized standards and project requirements. The design team at Wills is cognizant of the importance of conforming to these recognized standards and project requirements, since the full responsibility for the overall quality of the project rests with the Wills team.

A senior member of the Bridge Wills team who is at arm's length from the inspections, but is familiar the City's Capital Plan and structures will undertake Quality Control reviews on an ongoing basis.

5.0 Fee Estimate

Our fees to complete the work on this assignment are as follows, formatted as required by the Terms of Reference:

Table 1 – Fee Estimate Calculation Items			
Item	Hourly Rate	No. of Hours	Total Price
Project Initiation	Project Manager: \$165	2	\$330
Structure Inspections	Sr. Engineer: \$145	24	\$5,760
	EIT / Tech.: \$95	24	
Reporting	Project Manager: \$165	8	\$5,120
	EIT / Tech.: \$95	40	
Disbursements	-	-	\$600
TOTAL FEE ESTIMATE (Excl. HST)			\$11,810

6.0 Commitment / Closure

Without corporate commitment to deliver, no amount of planning or resource management can succeed. The Project Team includes principals in Wills. They have a direct and immediate influence on corporate priorities, resource allocation, and schedules, to suit the priorities of this project.

Wills carries \$5,000,000 Professional Liability Insurance together with \$5,000,000 of General Liability Insurance. Wills agrees to indemnify and save harmless The Corporation of the City of Temiskaming Shores for any claim demand arising out of the performance by the

consultant. A Certificate of Insurance, with the City of Temiskaming Shores named as additional insured will be provided upon award.

Given the future capital costs to be committed by the City of Temiskaming Shores based upon the outcome of this assignment, we will ensure that the engineering services provided result in a responsible spending for their respective taxpayers. It is important to Wills that we provide the highest quality deliverables that can be implemented and successfully delivered in the future by the City.

We wish to thank you for the opportunity to provide a proposal for this assignment. We believe that we have assembled an experienced team with the proper qualifications to effectively complete this assignment. Our previous experience puts D.M. Wills Associates Limited in a favourable position to complete this project. We look forward to a continued successful working relationship with City staff.

Please do not hesitate to contact our office should you wish to discuss this proposal.

City of Temiskaming Shores
PW-RFP-003-2022
Eng. Services – Bridges, Culverts, and Roof Inspections
Form of Proposal

Proponent’s submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

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

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

Phone Number: (705) 742-2297 Email: dbonsall@dmwills.com

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

Lump Sum Price: \$ 11,810.00

Days to deliver once awarded: by October 21, 2022

Acknowledgement of Addenda

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

Bidder’s Authorized Official: David Bonsall, P.Eng.

Title: Director

Signature: 

Date: 4 May 2022

Form 1 to be submitted.

**City of Temiskaming Shores
PW-RFP-003-2022
Eng. Services – Bridges, Culverts, and Roof Inspections**

Non-Collusion Affidavit

I/We D.M. Wills Associates Limited the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: Peterborough this 4th day of May, 2022.

Bidder's Authorized Official: David Bonsall, P.Eng.

Title: Director

Signature: 

Date: 4 May 2022

Form 2 to be submitted.

**City of Temiskaming Shores
PW-RFP-003-2022
Eng. Services – Bridges, Culverts, and Roof Inspections**

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

Dated at: Peterborough this 4th day of May , 2022.

Signature: 

Bidder’s Authorized Official: David Bonsall, P.Eng.

Title: Director

Company Name: D.M. Wills Associates Limited

Form 3 to be submitted.

City of Temiskaming Shores
PW-RFP-003-2022
Eng. Services – Bridges, Culverts, and Roof Inspections
Form of Proposal

Proponent’s submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

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

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

Phone Number: (705) 742-2297 Email: dbonsall@dmwills.com

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

Lump Sum Price: \$ 11,810.00

Days to deliver once awarded: by October 21, 2022

Acknowledgement of Addenda

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Bidder’s Authorized Official: David Bonsall, P.Eng.

Title: Director

Signature: 

Date: 4 May 2022

Form 1 to be submitted.

**City of Temiskaming Shores
PW-RFP-003-2022
Eng. Services – Bridges, Culverts, and Roof Inspections**

Non-Collusion Affidavit

I/We D.M. Wills Associates Limited the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: Peterborough this 4th day of May, 2022.

Bidder's Authorized Official: David Bonsall, P.Eng.

Title: Director

Signature: 

Date: 4 May 2022

Form 2 to be submitted.

**City of Temiskaming Shores
PW-RFP-003-2022
Eng. Services – Bridges, Culverts, and Roof Inspections**

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

Dated at: Peterborough this 4th day of May , 2022.

Signature: 

Bidder’s Authorized Official: David Bonsall, P.Eng.

Title: Director

Company Name: D.M. Wills Associates Limited

Form 3 to be submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-093

**Being a by-law to enter into an agreement with the Ontario
Clean Water Agency (OCWA) for the Haileybury Wastewater
Treatment Plant Rehabilitation Capital Project**

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

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

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

Whereas Council considered Administrative Report No. PW-019-2022 at the May 17, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Ontario Clean Water Agency (OCWA) for the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project in the amount of \$ 174,696.52 (applicable taxes included), for consideration at the May 17, 2022 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 the Ontario Clean Water Agency (OCWA) for the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project in the amount of \$ 174,696.52 (applicable taxes included), 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 17th day of May 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-093

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Ontario Clean Water Agency (OCWA)

for the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project

This agreement made this 17th day of May 2022.

Between:

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

And:

Ontario Clean Water Agency
(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 contained in the Quotation, attached hereto as Appendix 01 and forming part of this Agreement.
- b) Do and fulfill everything indicated by this Agreement and in the Quotation, attached hereto as Appendix 01 and forming part of this agreement, to satisfy the upgrades to the Haileybury Sewage Treatment System.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One-Hundred and Seventy-Four Thousand, Six-Hundred and Ninety-Six dollars and Fifty-Two cents (\$174,696.52) applicable taxes included**, subject to additions and deductions as provided in the Quotation Document, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

Ontario Clean Water Agency
322 Browning Street
Haileybury, Ontario P0J 1K0

The Owner:

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

The Manager of Environmental Services:

Manager of Environmental Services
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. 2022-093
Quotation

Steve Burnett

Manager of Environmental Services

Corporation of the City of Temiskaming Shores

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

Re. Haileybury Sewage Treatment System upgrades.

Please accept the following quotations for the work proposed as described below.

Project No 1

Purchase, install and calibrate 2 DO Analyzers meters for the Aeration tanks on both #1 and #2 plants to assist in the optimization of the Sewage Treatment Plants.

\$27,216.53

Project No 2

To procure the supply and install of two (2) 60 HP VFD's for the pump operations at the Farr Drive pumping station including programming.

\$31,820.35

Project No 3

To procure, install and calibrate 2 sludge monitoring systems in the aeration tanks for both #1 and #2 plants. Install includes programming and integration.

\$29,094.55

Project No 4

Supply, install and commission 2 blowers to optimize the return sludge operations for both #1 and #2 sewage treatment plants. Including programming, electrical and installation support.

\$86,565.09

The total cost for the complete upgrade at the Haileybury Sewage Treatment Plant for 2022.

\$174,696.52

Quote valid for 30 days as pricing fluctuates regularly.

Trusting this is acceptable,

Victor Legault
Senior Operations Manager
Ontario Clean Water Agency

The Corporation of the City of Temiskaming Shores

By-law No. 2022-094

**Being a by-law to enter into an agreement with G & S
Enterprises Ltd. for the Don Shepherdson Memorial Arena
Accessibility Upgrades**

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-011-2022 at the May 17, 2022 Regular Council meeting, and directed staff to prepare the necessary By-law to enter into an agreement with enter into an agreement with G & S Enterprises Ltd. for the Don Shepherdson Memorial Arena Accessibility Upgrades in the amount of \$979,000.00 plus applicable taxes, for consideration at the May 17, 2022 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 G & S Enterprises Ltd. for the Don Shepherdson Memorial Arena Accessibility Upgrades in the amount of \$979,000.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of May 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-094

Agreement between

The Corporation of the City of Temiskaming Shores

And

G & S Enterprises Ltd.

Don Shepherdson Memorial Arena Accessibility Upgrades

CCDC 2

stipulated price contract

2 0 0 8

Accessibility Upgrades - Don Shepherdson Memorial Arena

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- 1. Change Directive
- 2. Change Order
- 3. Construction Equipment
- 4. Consultant
- 5. Contract
- 6. Contract Documents
- 7. Contract Price
- 8. Contract Time
- 9. Contractor
- 10. Drawings
- 11. Notice in Writing
- 12. Owner
- 13. Place of the Work
- 14. Product
- 15. Project
- 16. Provide
- 17. Shop Drawings
- 18. Specifications
- 19. Subcontractor
- 20. Substantial Performance of the Work
- 21. Supplemental Instruction
- 22. Supplier
- 23. Temporary Work
- 24. Value Added Taxes
- 25. Work
- 26. Working Day

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Use of the Work
- GC 3.12 Cutting and Remedial Work
- GC 3.13 Cleanup

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Withholding of Payment
- GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation and Arbitration
- GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2008

Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the _____ day of May in the year 2022 .

by and between the parties

The Corporation of the City of Temiskaming Shores

hereinafter called the "*Owner*"

and

G&S Enterprises Ltd.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
Accessibility Upgrades - Don Shepherdson Memorial Arena

_____ *insert above the name of the Work*

located at

75 Wellington Street South, New Liskeard, Ontario

_____ *insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

Greenview Environmental Management Limited

_____ *insert above the name of the Consultant*

is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 20th day of May in the year 2022 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 31st day of August in the year 2022 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
 - Definitions
 - The General Conditions of the Stipulated Price Contract
- *

Tender Addendum 01, by Greenview Environmental Management Limited, dated April 18, 2022.

Project Manual, Accessibility Upgrades - Don Shepherdson Memorial Arena, RFT# RS-RFT-002-2022, 75 Wellington Street South, New Liskeard, Ontario, by Greenview Environmental Management Limited, dated April 4, 2022, with associated attachments.

Issued for Tender Drawings (RS-RFT-002-2022):

- Building Design Drawings: 000, 100, 101, 102, 103, 104, 105, dated April 4, 2022.
- Mechanical Drawings: M101, M102, M103, dated March 31, 2022.
- Electrical Drawings: E101, E102, E103, dated March 31, 2022.

Tender Submission by G&S Enterprises Ltd., dated April 25, 2022.

Contractor securities, insurances, and related documentation.

* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Nine hundred seventy-nine thousand-----
_____/100 dollars \$ 979,000.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

One hundred twenty-seven thousand and two hundred and seventy-----
_____/100 dollars \$ 127,270.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

One million one hundred and six thousand and two hundred and seventy-----
_____/100 dollars \$ 1,106,270.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of

TEN percent (10 %), the *Owner* shall:
.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
(1) 2% per annum above the prime rate for the first 60 days.
(2) 4% per annum above the prime rate after the first 60 days.
Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Scotia Bank

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Temiskaming Shores

*name of Owner**

325 Farr Drive, Haileybury, Ontario, POJ 1K0

address

705-672-3200

facsimile number

clerk@temiskamingshores.ca

email address

Contractor

G&S Enterprises Ltd.

*name of Contractor**

437 Cedar Street South, Timmins, Ontario, P4N 2H9

address

705-360-5259

facsimile number

jean.gauthier@eastlink.ca

email address

Consultant

Greenview Environmental Management Limited

*name of Consultant**

13 Commerce Court, Bancroft, Ontario, K0L 1C0

address

-

facsimile number

solutions@greenview-environmental.ca

email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Temiskaming Shores

name of owner

signature

Carman Kidd, Mayor

name and title of person signing

signature

Logan Belanger, Municipal Clerk

name and title of person signing

CONTRACTOR

G&S Enterprises Ltd.

name of Contractor

signature

Jean Gauthier, Owner

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**
Provide means to supply and install.
- 17. Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- 1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - 2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - 3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - 4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- 5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- 6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- 7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- 1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - 2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - 3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - 4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- 1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - 2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - 3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - 4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - 5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - 6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- 1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - 2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- 1 a clear and unequivocal statement of the intention to claim;
 - 2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - 3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

The Corporation of the City of Temiskaming Shores

By-law No. 2022-095

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 May 17, 2022

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 **May 17, 2022**, 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 17th day of May, 2022.

Mayor

Clerk