



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 4, 2021 – 6:00 p.m.
Electronic Meeting

Agenda

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

Draft Resolution

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

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 McArthur
Seconded by: Councillor Whalen

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

- a) Special meeting of Council – April 15, 2021; and
- b) Regular meeting of Council – April 20, 2021.

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

None

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Nicole Guertin, Director - Northeastern Ontario Consortium (CNEO)

Re: Cultural Crossroads: 101 Experiences

10. **Communications**

- a) Mr. Fredric MacKewn and Mrs. Carman MacKewn, Residents

Re: Request to Purchase Municipal Land, 2021-04-13

Reference: Referred to the Municipal Clerk for processing in accordance with the Disposition of Land By-law 2015-160

- b) Mr. Mario McLean - 3rd-year Laurentian Student (former resident of Earlton)

Re: Laurentian University Needs Your Help – It Affects Your Community, 2021-04-15

Reference: Received for Information

- c) Chantal Menard-Cote, Resident

Re: Petition in Opposition to Zack's Crib Location at 183 Broadwood Avenue, 2021-04-19

Reference: Received for Information

- d) Herb Villneff, Director, Northeast Operations -Ministry of Transportation

Re: Organizational Changes Update, 2021-04-16

Reference: Received for Information

- e) Danielle Manton, City Clerk – City of Cambridge

Re: Support Resolution – Request for Paid Sick Leave, 2021-04-21

Reference: Received for Information

- f) Chief and Council, Timiskaming First Nation

Re: Chief and Council Respond to Covid-19 Provincial Checkpoints, 2021-04-21

Reference: Motion presented under New Business

- g) Gord Krieger, Project Manager – D.M. Wills Associated Limited

Re: Notice of Study Commencement, MTO Group C Class Environmental Assessment for the Detail Design Study and Production of a Contract Document for Highway 65 at the Future Grant Drive Extension, 2021-04-23

Reference: Referred to the Manager of Transportation Services

- h) Carol Schofield, Manager, Legislative Services/Clerk – Town of Fort Erie

Re: Support Resolution - Province Investigating and Updating Source Water Protection Legislation, 2021-04-27

Reference: Received for Information

- i) Tanya Daniels, City Clerk – City of Brantford

Re: Support Resolution - Province of Ontario withdraws its prohibition on golfing and any other outdoor recreational activities 2021-04-30

Reference: Received for Information

- j) Kaline Woods, Chair - Haileybury Heritage Museum

Re: Great Fire of 1922 Centennial Recognition, 2021-04-30

Reference: Referred to the Economic Development Officer for a Report to Council

- k) Jordan Kemp, Clerk-Treasurer – Township of Hudson

Re: Support Resolution – Support for Fire Departments, 2021-04-30

Reference: Received for Information

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

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

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

- a) Minutes of the District of Timiskaming Social Services Administration Board meeting held on February 17, 2021;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on March 24, 2021;
- c) Minutes of the Temiskaming Transit Committee meeting held on April 13, 2021; and
- d) Minutes of the Temiskaming Shores Police Services Board meeting held on April 19, 2021.

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

- a) Minutes of the Recreation Committee meeting held on April 12, 2021.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Proclamation - Emergency Preparedness Week 2021

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas Emergency Preparedness Week is an annual event that takes place each year during the first full week of May and is an opportunity to encourage all residents to take concrete actions to be better prepared to protect themselves and their families during emergencies; and

Whereas the City of Temiskaming Shores through the Office of the Fire Marshal and Emergency Management and all our Emergency Management Partners, assists the City of Temiskaming Shores to identify community risks, mitigate those risks, prepare for, respond to, and recover from disasters and emergencies; and

Whereas the City of Temiskaming Shores is doing everything it can to prepare for disasters, and realizes residents also have an important role to play in ensuring their own safety during an emergency; and

Whereas emergency preparedness is a shared responsibility and all individuals can reduce the risk we face by better understanding what could happen and learning how to better prepare ourselves, our families and our community; and

Whereas each individual must understand the risks inherent to where we live and work and undertake actions that reduce those risks in an effort to limit the extent to which an emergency may affect us.

Now therefore be it resolved that the Council for the City of Temiskaming Shores, proclaims the week of May 2-8, 2021 to be “Emergency Preparedness Week” in the City of Temiskaming Shores and encourages all citizens to participate in educational activities during Emergency Preparedness Week and throughout the year.

b) Support – Timiskaming First Nation – COVID-19 Provincial Checkpoints

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Whereas provinces and territories across Canada are taking steps of establishing checkpoints or closing the borders in an attempt to contain the spread of the COVID-19 virus; and

Whereas the temporary restriction in movement is supported by the Provincial Health Directors and the medical professionals in general; and

Whereas Ontario has specifically identified the practice of an Aboriginal or Treaty right a valid reason to cross the checkpoint; and

Whereas Timiskaming First Nation Community members have expressed concerns that the provincial checkpoints, currently enforced by Ontario and Quebec, may prevent them from exercising their Aboriginal rights; and

Whereas in response to these concerns, the Chief and Council of the Timiskaming First Nation have provided a letter to the Premiers and Attorney Generals of both Quebec and Ontario requesting that checkpoint staff are clear in their roles and responsibilities, and receive appropriate training/education.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby support Timiskaming First Nation in their request to:

- Ensure that checkpoint staff are clear on their roles and responsibilities;
- Respect community members who are asserting their Aboriginal rights such as hunting, fishing, trapping, harvesting of plants and medicines, attending ceremonies, funerals or other cultural practices and allow them to pass through the checkpoint without incident; and

- Train and educate all checkpoint staff to ensure the above noted information is properly applied to Timiskaming First Nation members seeking to cross the border; and

That further that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable François Legault, Premier of Quebec; the Honourable Sylvia Jones, Solicitor General for Ontario; the Honourable Doug Downey, Attorney General for Ontario; and the Honourable Simon Jolin-Barrette, Attorney General of Quebec.

c) Memo No. 018-2021-CS – Interim Building Services Agreement

Draft Resolution

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2021-CS; and

That Council directs staff to prepare the necessary by-law to enter into an Agreement with the City of Timmins for Interim Building Services, for consideration at the May 4, 2021 Regular Council meeting.

d) Memo No. 019-2021-CS – Funding Request from the Tri-Town Ski and Snowboard Village

Draft Resolution

Moved by: Councillor Laferriere
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2021-CS; and

That Council for the City of Temiskaming Shores approves the request from the Tri-Town Ski and Snowboard Village to sponsor their funding application to the Frog's Breath Foundation in the amount of \$50,000 for their equipment storage garage project.

e) Memo No. 020-2021-CS – Amendment to By-law No. 2021-005 (FedNor Funding Agreement – 2021 PDAC Conference)

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2021-CS; and

That Council direct staff to prepare the necessary by-law to amend By-law No. 2021-005 regarding the Prospectors and Developers Association of Canada (PDAC) Convention for consideration at the May 4, 2021 Regular Council meeting.

f) Administrative Report No. CS-019-2021 – Outdoor Patio Policy

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-019-2021; and

That Council directs staff to prepare the necessary by-law to adopt an Outdoor Patio Policy to allow and regulate patios on City owned property for consideration at the May 4, 2021 Regular Council meeting.

g) Administrative Report No. CS-020-2021 - Part Lot Control Exemption: 2373775 Ontario Inc.

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-020-2021; and

That Council directs staff to prepare the necessary by-law to remove part lot control on the lands described as Part of PIN 61339-0754, Part of Block C Plan M79NB, Part 5 Plan 54R-6121; Temiskaming Shores; District of Timiskaming for consideration during the by-law portion of the May 4, 2021 Regular Council meeting.

h) Administrative Report No. PW-012-2021 – ICI Water Meter Program

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-012-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Neptune Technology Group for the supply and installation of water meters for the ICI sector in the amount of \$ 93,899 plus applicable taxes, for consideration at the May 4, 2021 Regular Council meeting; and

That Council directs Staff to release the Initial Stakeholder Communication Letter and to host a virtual stakeholder meeting on Wednesday June 9th, 2021 at 10:00 am for ICI establishments affected by the new ICI Water Meter Program.

i) Administrative Report No. CS-021-2021 – Water/Sewer Rates

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2021; and

That Council approves the following water/sewer rate methods across the municipality:

- Multi Unit Properties: full residential water/sewer rate per unit;
- Hotels: applicable Commercial water/sewer rate times the number of rooms times 35%
- Day cares: charged on a per student/staff rate; and

That Council directs staff to prepare the necessary by-law to implement the new rate methods in future water/sewer rate by-laws effective January 1, 2022.

j) Memo No. 012-2021-PW – National Public Works Week Proclamation

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Whereas Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Ontario; and

Whereas these infrastructure, facilities and services could not be provided without the dedicated efforts of Public Works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

Whereas it is in the public interest for the citizens, civic leaders and children in Ontario to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

Whereas the year 2021 marks the 61st annual National Public Works Week.

Now therefore be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby proclaims the week **May 16 – 22, 2021 as National Public Works Week**, in the City of Temiskaming Shores and urges all our residents to join City representatives to recognize our public works professionals, technologists, technicians, engineers, managers and dedicated front-line employees and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

k) Administrative Report No. PW-011-2021 – Emergency Water Main Relocation – Highway 11 Crossing

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-011-2021;

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council approves waiving the tendering procedure and directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction

(2013) Inc. for the Emergency Water Main Relocation – Highway 11 Crossing in the amount of \$ 158,850 plus applicable taxes for consideration at the May 4, 2021 Regular Council meeting; and

That Council approves the utilization of the Environmental Reserve to finance the Emergency Water Main Relocation.

I) Administrative Report No. RS-010-2021 – Haileybury Fire Hall Tender Award

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-010-2021;

That Council for the City of Temiskaming Shores approves an increase in the 2021 Capital Budget for the Haileybury Fire Station from \$1,680,000 to \$2,513,000;

That Council agrees to fund the increase in the revised Haileybury Fire Station Capital Budget as follows:

- Use \$604,895 in Gas Tax Funding for the Roads Program
- Reallocate \$604,895 from the Roads Program to the Fire Hall project
- Defer the New Liskeard Marina Building repairs and reallocate the own purpose revenue (\$108,000) to the Fire Hall project
- Utilize Community Development Reserve in the amount of \$120,105 for the Fire Hall Project; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with CGV Builders Inc. for the award of the Haileybury Fire Station Design-Build as detailed in Request for Proposal RS-RFP-002-2021, for a total upset limit of \$2,090,000 plus applicable taxes, for consideration at the May 4, 2021 Regular Meeting of Council.

16. By-laws

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2021-073 Being a by-law to amend By-law No. 2019-018, as amended to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council

By-law No. 2021-074 Being a by-law to enter into an agreement with the City of Timmins for Interim Building Services

By-law No. 2021-075 Being a by-law to amend By-law No. 2021-005 (FedNor Contribution Agreement for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention Project No. 852-512885 – Amendment No. 1)

By-law No. 2021-076 Being a By-Law to Adopt an Outdoor Patio Policy for the City of Temiskaming Shores

By-law No. 2021-077 Being a by-law to remove Part Lot Control from Part of Block C, Plan M79NB, Temiskaming Shores (Roll No. 54-18-010-008-007.03)

By-law No. 2021-078 Being a by-law to enter into an agreement with Neptune Technology Group Canada Co. for the Supply and Installation of water meters for the Industrial, Commercial, and institutional (ICI) sector in the City of Temiskaming Shores

By-law No. 2021-079 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Highway 11 Emergency Casing and Watermain Installation Project

By-law No. 2021-080 Being a by-law to enter into an agreement with CGV Builders Inc. for the Haileybury Fire Station Design-Build

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2021-073;

By-law No. 2021-074;

By-law No. 2021-075;

By-law No. 2021-076;

By-law No. 2021-077;

By-law No. 2021-078;

By-law No. 2021-079; and

By-law No. 2021-080

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 – Tuesday, May 18, 2021 at 6:00 p.m.

b) Regular – Tuesday, June 1, 2021 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

None

20. Confirming By-law

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2021-081 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 4, 2021**, be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2021-081 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 Laferriere

Seconded by: Councillor Foley

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, April 20, 2021 – 6:00 p.m.
Electronic Meeting

Minutes

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, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher Oslund, City Manager
Kelly Conlin, Deputy Clerk
Shelly Zubyck, Director of Corporate Services
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
Brad Hearn, IT Administrator
Steve Burnett, Manager of Environmental Services
Mitch Lafreniere, Manager of Transportation Services
Jennifer Pye, Planner
Laure Lee MacLeod, Treasurer

Regrets: None

3. Review of Revisions or Deletions to Agenda

Mayor Kidd requested the first Question and Answer Period follow Presentations.

4. Approval of Agenda

Resolution No. 2021-175

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

6. Review and adoption of Council Minutes

Resolution No. 2021-176

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

a) Regular meeting of Council – April 6, 2021.

Carried

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

None.

8. Presentations / Delegations

a) Yves Paille, Chair/ President and Lianne Paille, Vice-President/ Co-chair of Zack's Crib

Re: Temiskaming Shores and Area Safe Bed Facility - Offering support to individuals dealing with homelessness

Yves and Lianne Paille shared a brief background on how the idea for Zack's crib, a Safe bed facility came to be. Following the introduction, Kelly Howard and Renee Godmaire provided Council with details on the different types of homelessness, facility operations, resources and capacity.

Throughout the presentation, the Zack's Crib representatives answered questions from members of Council such as; concerns about location, hours of operation, and the other vulnerable populations in the area.

9. Question and Answer Period

Shelly Zubyck, Director of Corporate Services presented both Council and Zack's Crib Representatives with the questions from the public regarding safety of the other vulnerable populations in the area, the possibility of changing locations of the facility.

Mayor Kidd clarified to the public that the City has no control or say about the location or day-to-day operations of this facility; and the purchase of the building and operations are a venture between Zack's crib and the District of Timiskaming Social Services Administrative Board (DTSSAB).

10. Communications

- a) Mr. Brad Sauve, Resident

Re: Request to Purchase Municipal Land, 2021-03-27

Reference: Referred to the Municipal Clerk for processing in accordance with the Disposition of Land By-law 2015-160

- b) Nathalie Grenier-Ducharme, Direction

Re: l'ecole catholique Sainte-Croix, 2021-03-31

Reference: Received for Information

- c) Mintu John, Director of Operations

Re: Transit Proposal Intercity/ Intercommunity Service, 2021-04-01

Reference: Received for Information

d) Mr. Robert Ritchie, Resident

Re: Support for Zack's Crib Facility at 183 Broadwood Avenue in New Liskeard, 2021-04-06

Reference: Received for Information

e) Mr. Hugo Rivet, Resident

Re: Sidewalk Extensions in Downtown Areas, 2021-04-09

Reference: Received for Information

f) Northdale Manor Resident Petition

Re: Petition in Opposition to Zack's Crib Location at 183 Broadwood Avenue, 2021-04-12

Reference: Received for Information

g) Kirby and Judy Seymour, Residents

Re: Petition in Opposition to Zack's Crib Location at 183 Broadwood Avenue, 2021-04-16

Reference: Received for Information

Resolution No. 2021-177

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2021-178

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 meetings held on January 18, 2021 and on March 15, 2021.

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor McArthur indicated that construction of the Rotary Splash Pad is underway.

Councillor Jelly informed Council of a presentation at a recent Police Services Board meeting from Tyler Twarowski, regarding the Mobile Crisis Response Team which is a formal partnership between Canadian Mental Health and the OPP.

Mayor Kidd provided an update in regards to the 2 plus 1 Highway 11 initiative.

14. Notice of Motions

None.

15. New Business

- a) **Notice of Motion - Ontario Provincial Police Detachment Boards (Councillor Whalen)**

Resolution No. 2021-179

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas the Temiskaming Detachment of the Ontario Provincial Police provides service to 19 municipalities and supports 1 First Nation Police Service in its coverage area representing 20,200 residents; and

Whereas the Ministry of the Solicitor General initiated consultations on OPP Detachments Boards in January/February, 2020; and

Whereas the Ministry of the Solicitor General sent a letter to all Heads of Council and First Nations Chiefs dated March 18, 2021 requesting that municipalities and First Nation communities receiving direct and/or supplemental services from an OPP detachment submit one proposal indicating the composition of their board and, if needed, a rationale for multiple boards and the composition of each additional board; and

Whereas the deadline to submit completed proposals to the Ministry is Monday, June 7, 2021; and

Whereas the Temiskaming Shores Police Services Board was formed in 2004 with hybrid municipal and OPP police service; and

Whereas the municipal police service was disbanded in September 2007 in favour of an OPP contract for the entire municipality with the preference that a Police Services Board be maintained; and

Whereas the Temiskaming Shores Police Services Board represents almost one-half of the population covered by the Temiskaming Detachment of the Ontario Provincial Police (9,920 residents); and

Whereas the City of Temiskaming Shores desires to maintain a Police Services Board in order to ensure effective and accountable police governance for its residents.

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Minister of the Solicitor General to maintain the Temiskaming Shores Police Services Board as a separate entity from any proposed Detachment Board(s);

That the City of Temiskaming Shores respectfully requests support from the municipalities and First Nation covered by the Temiskaming Detachment of the Ontario Provincial; and

Further that Council directs the City Manager to contact each of the municipalities and Temagami First Nation in an effort to develop a joint proposal and rationale for multiple boards for the Temiskaming Detachment of the Ontario Provincial Police.

Carried

b) Support - Town of Kingsville – Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)

Resolution No. 2021-180

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Whereas municipalities have never been responsible for gun control laws in Canada; and

Whereas law-abiding Temiskaming Shores residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications; and

Whereas illegal gun owners and smugglers do not respect postal codes; and

Whereas if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws; and

Whereas a municipal ban would be difficult to enforce and easy to get around.

Now therefore be it resolved that The Corporation of the City of Temiskaming Shores hereby supports the Town of Kingsville's opposition to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns; and

Be it further resolved that this resolution be forwarded to the following public officials: The Right Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Doug Ford, Premier of Ontario; Andrea Horwath, Leader of the Official Opposition; The Honourable Erin O'Toole, Leader of Official Opposition; The Honourable Anthony Rota, MP Nipissing-Timiskaming; and John Vanthof, MPP Timiskaming—Cochrane.

Carried

c) Memo No. 017-2021-CS – 2021 Tax Ratios

Resolution No. 2021-181

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 017-2021-CS; and

That Council directs staff to prepare the necessary by-laws utilizing the Starting Ratios for 2021, for consideration at the Regular Meeting of Council on April 20, 2021.

Carried

d) Administrative Report No. CS-018-2021 – Site Plan Agreement: Lawrence Coulis, 522 Georgina Avenue

Resolution No. 2021-182

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-018-2021;

That Council agrees to enter into a Site Plan Agreement with Lawrence Coulis for the property at 522 Georgina Avenue; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Lawrence Coulis for the property at 522 Georgina Avenue for consideration at the April 20, 2021 Regular Council meeting.

Carried

e) Administrative Report No. PPP-001-2021 – Volunteer Firefighter Appointment

Resolution No. 2021-183

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-001-2021; and

That Council hereby appoints Denis Gosselin as a Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Carried

f) Memo No. 011-2021-PW - By-law Amendment – Sidewalk and Curb Repairs

Resolution No. 2021-184

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2021-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2020-047 to extend the agreement with Pedersen Construction (2013) Inc. to October 31, 2021, for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City, for consideration at the April 20, 2021 Regular Council meeting.

Carried

g) Administrative Report No. PW-009-2021 – Loader Tender Award

Resolution No. 2021-185

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-009-2021;

That Council directs staff to prepare the necessary by-law to enter into an agreement with J.R. Brisson for the supply and delivery of a Loader, including an extended warranty, winter tires and an auto greaser, in the amount of \$225,924.00, plus applicable taxes, for consideration at the April 20, 2021 Regular Council Meeting; and

That Council approves the purchase of appurtenances for the above vehicle with an upset limit of \$2,000.00 plus applicable taxes.

Carried

h) Administrative Report No. PW-010-2021 – Granular M Tender Award

Resolution No. 2021-186

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-010-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited, for the supply and delivery of Granular “M” (12,000 t) in the amount of \$88,200 plus applicable taxes for consideration at the April 20, 2021 Regular Council meeting.

Carried

i) Administrative Report No. RS-009-2021 – Riverside Farmers Market Lease Agreement

Resolution No. 2021-187

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-009-2021; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Riverside Farmers Market for the use of Riverside Place for the purposes of a Farmers Market on various dates from April 1, 2021 to March 31, 2026, for consideration at the April 20, 2021 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2021-188

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2021-064 Being a by-law to establish Tax Ratios for 2021

By-law No. 2021-065 Being a by-law to adopt the 2021 Water and Sewer Service Rates

- By-law No. 2021-066 Being a by-law of the Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$3,712,026.83 towards the cost of west road culvert, water projects, 2020 roads program, fleet replacement plan, recreation projects, IT upgrades, HLBY STP digester rehabilitation, firefighting equipment, and Haileybury Medical Centre upgrades
- By-law No. 2021-067 Being a by-law to authorize the execution of a Site Plan Control Agreement with Lawrence Coulis for 522 Georgina Avenue Roll No. 5418-030-002-025.00
- By-law No. 2021-068 Being a by-law to amend By-law No. 2020-047 (Agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services)
- By-law No. 2021-069 Being a by-law to enter into an agreement with J.R. Brisson Equipment Ltd. for the Supply and Delivery of one (1) Articulated Four-Wheel Drive Front-End Loader
- By-law No. 2021-070 Being a by-law to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular “M”
- By-law No. 2021-071 Being a by-law to enter into a lease agreement with the Riverside Farmers Market for the use of Riverside Place for the purposes of a Farmers Market on various dates from April 1, 2021 to March 31, 2026

be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-189

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that:

- By-law No. 2021-064;
By-law No. 2021-065;
By-law No. 2021-066;
By-law No. 2021-067;
By-law No. 2021-068;
By-law No. 2021-069;
By-law No. 2021-070; and
By-law No. 2021-071;

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 – Tuesday, May 4, 2021 at 6:00 p.m.
- b) Regular – Tuesday, May 18, 2021 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Resolution No. 2021-190

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:08 p.m. to discuss the following matters:

- a) Adoption of the April 6, 2021 – Closed Session Minutes; and
- b) Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Interim Building Related Professional Services.

Carried

Resolution No. 2021-191

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that Council agrees to rise with report from Closed Session at 7:16 p.m.

Carried

Matters from Closed Session

Adoption of the April 6, 2021 Closed Session Minutes

Resolution No. 2021-192

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

- a) Closed Session Minutes from the Regular meeting of Council on April 6, 2021.

Carried

Professional Building Services

Resolution No. 2021-193

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council directs staff to prepare the necessary by-law to enter into an agreement with the City of Timmins for the provision of Interim Building Services at the May 4, 2021 Regular meeting.

Carried

20. Confirming By-law

Resolution No. 2021-194

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2021-072 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **April 15, 2021**, and at its Regular meeting held on **April 20, 2021**, be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-195

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2021-072 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2021-196

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that Council hereby adjourns its meeting at 7:20 p.m.

Carried

Mayor- Carman Kidd

Clerk – Kelly Conlin



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Thursday, April 15, 2021
6:00 p.m.
Electronic Meeting

Draft Minutes

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, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher Oslund, City Manager
Logan Belanger, Municipal Clerk
Kelly Conlin, Deputy Clerk
Laura Lee MacLeod, Treasurer

Regrets: Councillor Patricia Hewitt

3. Approval of Agenda

Kelly Conlin, Clerk received a request for the addition of two letters from ArGil related to agenda item 15 a) Memo No. 016-2021-CS – Form 357 Applications, received on April 15, 2021, which did not meet the deadline for agenda submissions.

Resolution No. 2021-169

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas Section 7.4 of Procedural By-law No. 2008-160, as amended, states that no business except the business dealing directly with the purpose mentioned in the notice shall be transacted at a Special Meeting; and

Whereas Section 2.2 of Procedural By-law No. 2008-160, as amended, states that the rules and regulations contained within the by-law may not be suspended except by an affirmative vote of 2/3 of the members of Council present and voting; and

Whereas the Clerk received two letters which did not meet the deadline for submission for inclusion as Communication Items on the special meeting agenda; and

Whereas Council remains committed to transparency and accountability;

Whereas Council desires and deems it expedient to suspend the rules of procedure under Section 7.4 of Procedural By-law No. 2008-160 to allow for an addition to the Special Meeting Agenda;

Now therefore be it resolved that Council agrees to suspend the rules of procedure under Section 7.4 of Procedural By-law No. 2008-160 to allow for the addition of the following Communication items:

a) Bob Langlois, ArGil

Re: Form 357 Application - 998029 Highway 11 N (Roll No. 54-18-020-002-11400), 2021-04-15; and

b) Bob Langlois, ArGil

Re: Form 357 Application - 2 Cedar Avenue (Roll No. 54-18-010-004-12600), 2021-04-15.

Carried

Resolution No. 2021-170

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2021-171

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

Carried

5. Disclosure of Pecuniary Interest and General Nature

None.

6. Communications

a) Bob Langlois, ArGil

Re: Form 357 Application - 998029 Highway 11 N (Roll No. 54-18-020-002-11400), 2021-04-15

Reference: Received for Information

b) Bob Langlois, ArGil

Re: Form 357 Application - 2 Cedar Avenue (Roll No. 54-18-010-004-12600), 2021-04-15

Reference: Received for Information

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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

7. New Business

a) Memo No. 016-2021-CS – Form 357 Applications

Resolution No. 2021-172

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 016-2021-CS;

That Council for the City of Temiskaming hereby denies the 357 Application from 988313 Ontario Limited and 1679444 Ontario Limited; and

Further directs the Clerk to send notice of its decision in writing to the applicants.

Carried

Council will convene as the Board of Control in accordance with the City of Temiskaming Shores Business Licensing Policy (By-law No. 2011-114).

b) Business Licensing Appeal - The Lunch Truck (11 May Street, New Liskeard)

- i. Submission by Josee and Marc Dupuis, The Lunch Truck
- ii. Submission by Mark Lavallee, Mikrolink Computers
- iii. Submission by Logan Belanger, Municipal Clerk with the City of Temiskaming Shores
- iv. Board of Control Deliberation
- v. Board of Control Decision

Resolution No. 2021-173

Moved by: Councillor Jelly
Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores approves the appeal filed by Josee and Marc Dupuis, and hereby authorizes the issuance of a Refreshment Vehicle License for the operation of The Lunch Truck, at its current location (11 May Street in New Liskeard, North end of the Horne Granite Curling Club building).

OR

Be it resolved that Council for the City of Temiskaming Shores declines the appeal filed by Josee and Marc Dupuis, and hereby refuses the issuance of a Refreshment Vehicle License for the operation of The Lunch Truck, at its current location (11 May Street in New Liskeard, North end of the Horne Granite Curling Club building).

Carried

Reconvene as Council for the purpose of adjourning.

8. Adjournment

Resolution No. 2021-174

Moved by: Councillor Foley
Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at _____ p.m.

Carried

Mayor- Carman Kidd

Clerk – Kelly Conlin

Cultural Crossroads: 101 Experiences

City of Temiskaming Shores



Tuesday May 4th, 2021



Northeastern Ontario Consortium (CNEO) CULTURAL CROSSROADS: 101 EXPERIENCES

Sponsor: Centre culturel ARTEM



Director: Nicole Guertin

Regional partners:



Northeastern Ontario Consortium (CNEO) CULTURAL CROSSROADS: 101 EXPERIENCES

101 EXPERIENCES
REGIONAL MAP
CARTE RÉGIONALE

ONTARIO

QUÉBEC

NORTHEASTERN ONTARIO
NORD-EST DE L'ONTARIO

LEGEND
LÉGENDE

FIRST NATION
PREMIÈRE NATION

CITY
VILLE

101 +

NO FEES for participants
or municipalities.



Cultural crossroads: 101 Experiences

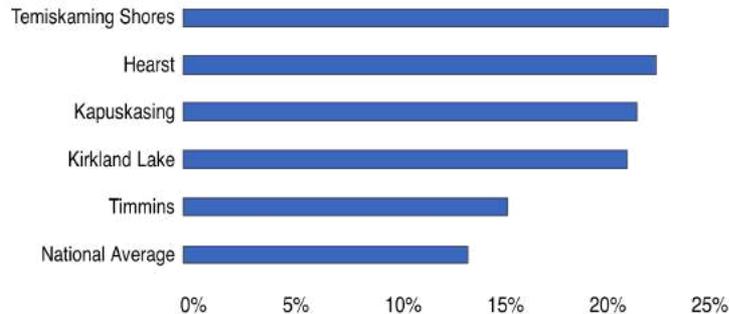
OBJECTIVES:

- 1) Develop 101+ Experiences for NEO
- 2) Create more welcoming communities
- 3) Develop an effective and reproducible Tourism Experience Incubator
- 4) Share knowledge at National virtual summit in March 2022 in partnership with Indigenous Tourism Association of Canada

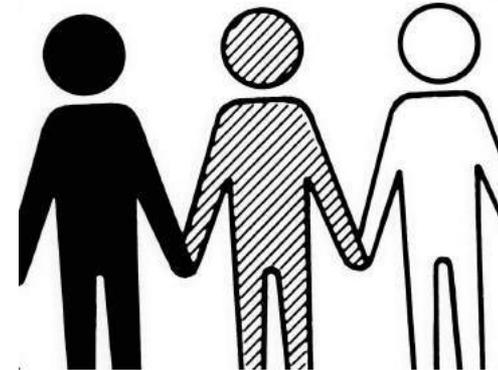
Problems to be addressed?

1. Population aging and decline

Figure 1: Proportion of the Population Aged 65+ in Northeastern Ontario Communities



2. Racism in our communities



3. Need for new tourism products

- Develop products that meet the needs of the new travelers looking to come up North.
- Tourism products that are sustainable for small communities

4. Pandemic changing things

- New people in the community.
- Experiences help them discover the community.
- Harness their passions

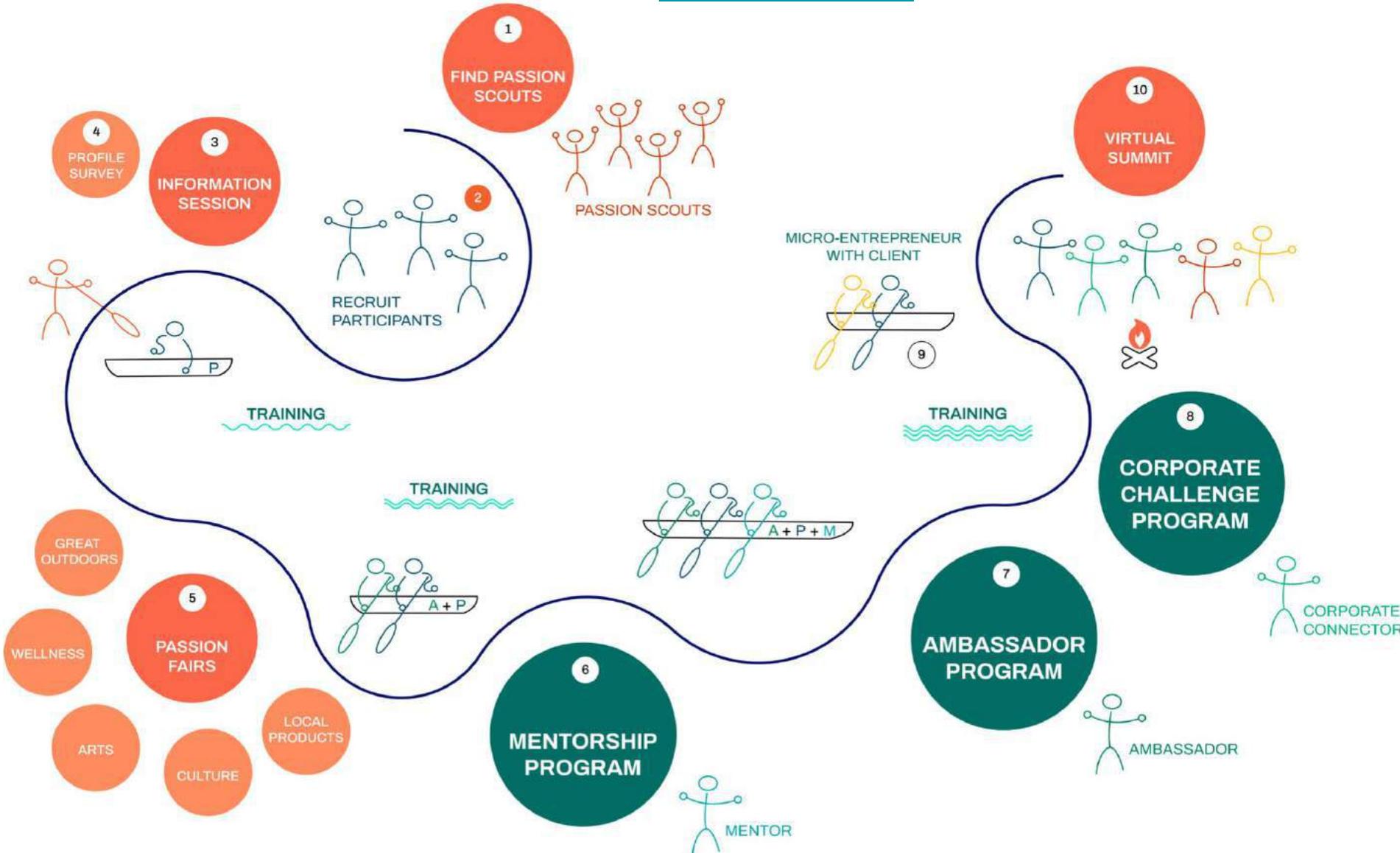
THE CONTACT HYPOTHESIS

Intergroup contact reduces prejudice in situations characterized by the key conditions below. Our theory is that the sharing of lived Experiences will help reduce discrimination in small communities:

CONDITION	EXPERIENCES
 QUALITY TIME	Experiences last between 1 and 5 hours, online or in person
 EQUAL STATUS	The Experience host shares their passion and expertise with the guest
 COLLABORATION	Host and guest(s) work together to reach a common goal
 SOCIAL SUPPORT	Local municipalities and politicians promote and support the project

Tourism Development Incubator Model

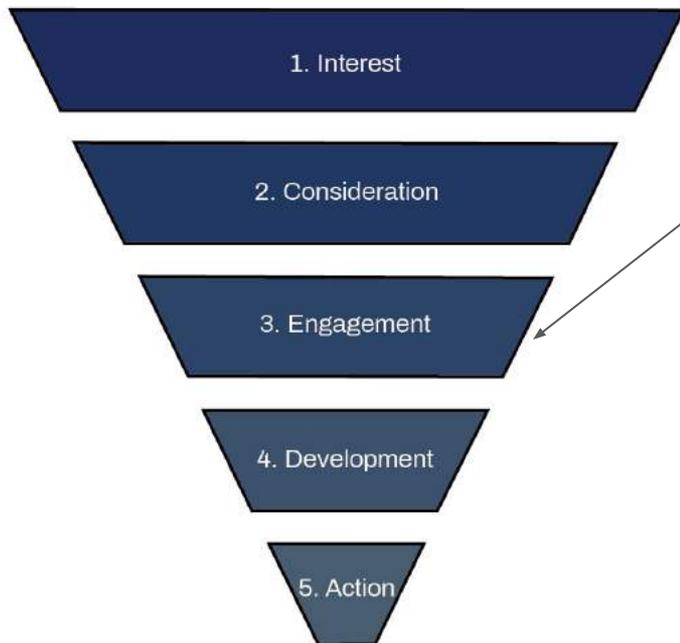
[Passion Scout Video](#)



Losing participants along the way



101
EXPERIENCES
ENTREPRENEURIAL FUNNEL



PASSION
FAIRS

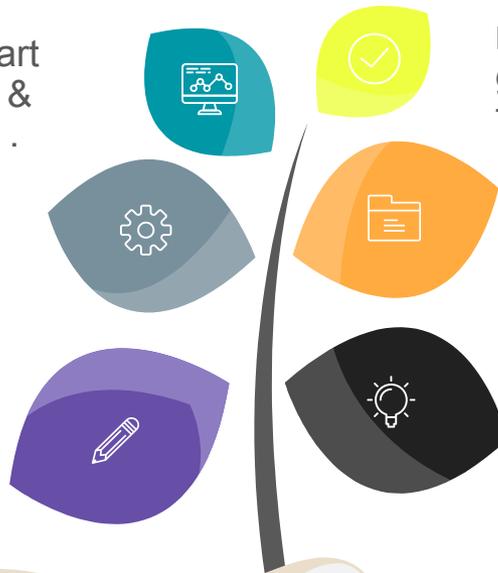
- The project might not be for everyone.
- Some of you might want to be a co-host.
- You might want to help for photography- social media.
- Help with recruit clients.

Themes

ART & CULTURE: art & design, culture & history & lifestyle .

FOOD & DRINK: drink, food, local food, agriculture

WELLNESS: spa session, forest bathing, meditation, yoga



ENTERTAINMENT: comedy, dance, gaming, magic, movies, music, theatre, .

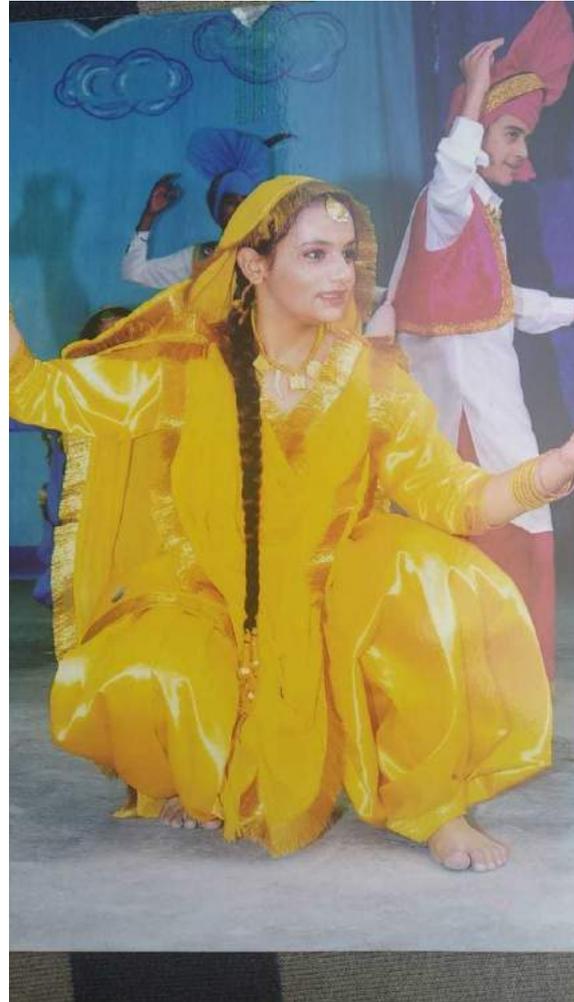
NATURE / OUTDOOR: animals, outdoor activities, transportation

SPORT: motorized sports, combat sports, fitness & recreation, team sports, raquet sports, snow sports, target sports, water sports

101
EXPERIENCES



Art, Culture & history



Food & Drink



Wellness



Sports

[Hearst, Canada](#) > [Nature and outdoors](#) > [Outdo](#)

Ice fishing

★ 5.0 (1) · [Hearst, Canada](#)



Nature and Outdoors



5 week training program

- Online Modules (Canvas)
 - 1.5 hour per week: watching videos & doing homework
- Weekly Zoom meetings (1 ½ to 2 hours)
- Time to work on your own experience
- Passion Fair, Mentorship Program
- Uploading Support
- Visibility Platforms (Airbnb, 101 Experiences site)

Passion Fair- Key step to move forward

- Online version of a 'speed dating' event.
- Helping you refine your experience idea
- Improving your presentation skills
- Becoming more comfortable and skilled in using online networking tools to share your experience pitch



Mentorship Program

- Opportunity to have a mentor to help finalize your experience.
- Identify what your needs are :
 - Writing
 - Costing your experience
 - Finding a location
 - Reaching to more people.
 - Increasing your confidence.



MARKETING - ONLINE

- **Option** to host experience through Airbnb
 - Benefit -- to purchase Experiences : Airbnb or individual website for individuals that have insurance.
 - International visibility
 - Easy payment method
 - 20% service fee

Dogsledding Near Algonquin Park

★ 4.95 (21) · Calvin, Canada

Share Save



Show all 7 photos

Experience hosted by Rosanne



Includes food, transportation, equipment

Hosted in English



From \$250 /person

DATES

Add dates

GUESTS

1 guest

YOUR HOST: Lynne Cormier



HOMETOWN: Matachewan First Nation

LANGUAGES SPOKEN: English, French, Ojibwe

Lynne Cormier is a proud Two-Spirited Anishnawbe Kwe with a passion to understand people and herself Lynne p Work Diploma and pursuing her education, graduating w

Lynne is a proud Indigenous woman on a lifelong learning Indigenous Culture and its history. Lynne has learned and another, a gift, and that essentially becomes our responsi As a person who is constantly striving to be healthy and emotionally, physically and mentally). Lynne attempts to helping others along the way, being that role model or su essential and coming together will create the strength we passionate about change within communities, starting fri communities as a whole. With a strong shift in the world, seven generations and on, healing, learning, and being th

LYNNE'S EXPERIENCES



Bannock Over an Open Flame

Terriskaning Shores
IN PERSON



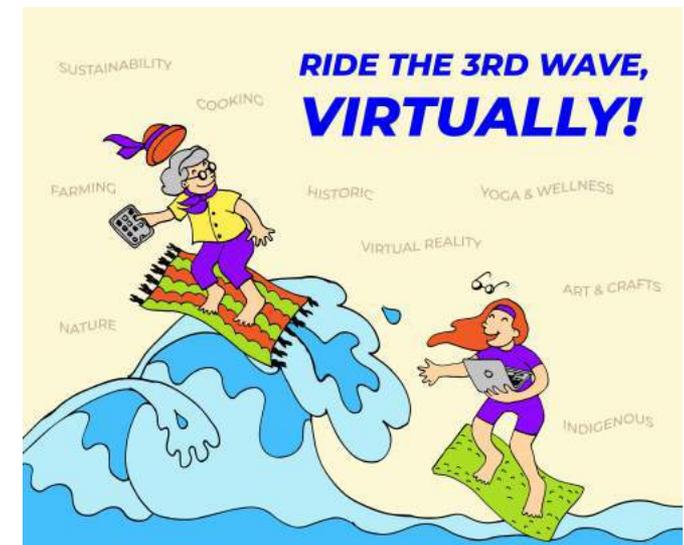
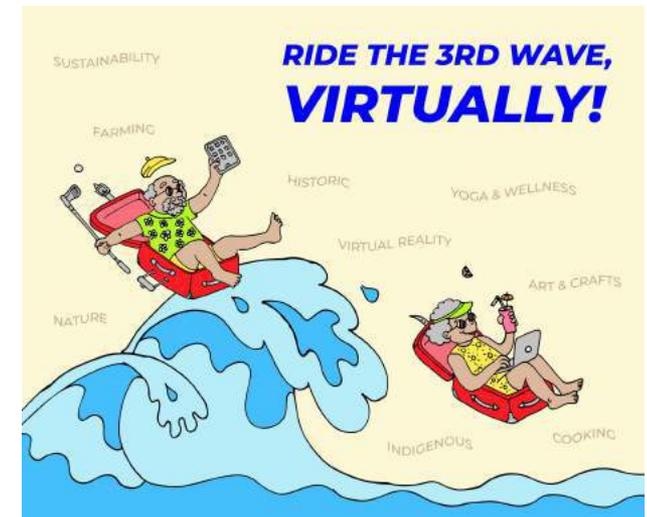
Create an Indigenous Medicin

Maple of region
ONLINE



Other Marketing Strategies

- Ride the 3rd wave program- May 2021 - online experiences- 25 participants offering an online experience.
- Launch during Celebrate Canada, (Aboriginal day, St-Jean Baptiste, Multicultural Day & Canada Day-June 21st to July 1st)
- 2 minute videos of your experience.
- Experience Ambassador Program & media relation



How can the City help the project?

- Support the project as it is a tool that meets the Cultural Strategic Plan of the City.
- Collaborate to support hosts developing experiences;
 - E.g. provide permission for Lynne Cormier to do a fire in her teepee during the day for her experience.
 - Provide City's venues for experience.
 - Rashinder to use the pavilion for Banghra dancing.

Miigwetch | Thank You | Merci

Questions?



Director: Nicole Guertin
nicole.guertin@gmail.com





Application to Purchase Municipal Land

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

Office Use Only	
Application No.:	_____ Date: _____
Roll No.:	54-18-_____
OP Designation:	_____
Zoning:	_____

1. Applicant Information

Name of Applicant: Fredric R. Mackewn, Carmen G. Mackewn
 Mailing Address: _____
 Email Address: _____ Phone: _____

2. Land Information

New Liskeard Haileybury Dymond

Municipal Address <u>Parcel 5447, Buck, Con. 4</u>
Legal Description (concession and lot numbers, reference plan and lot/part numbers) <u>Lot # 541803001007600</u>

3. Proposed use of land:

To gain access to our property which is
Lot # 5418 030 010 08000 0000
APPLICATION to also
to build an entrance to said property.

Notes:

- Applications will be circulated to internal departments for comment followed by a memo/report to council to determine if Council would like to proceed with a potential land sale;
- If approval is received to proceed a **Non-Refundable Deposit** of \$250 is required;
- Depending on the circumstances of the land sale additional deposits may be required throughout the process to cover other costs such (i.e. reference plans, advertising fees, appraisal, legal fees etc.);

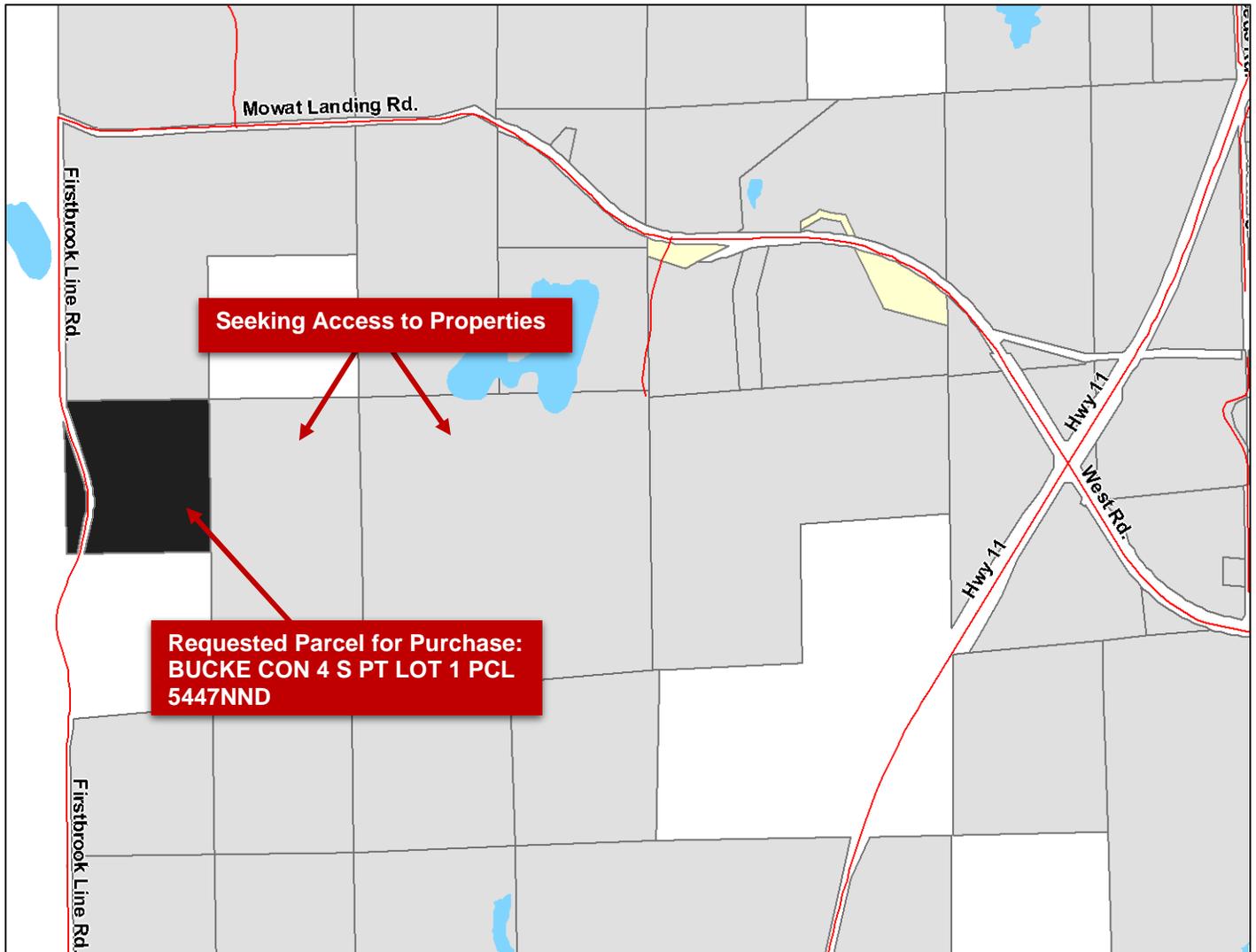
[Signature]
Signature of Applicant
[Signature]

13/04/21
Date (dd/mm/yy)

Request to Purchase Municipal Land (Highlighted in Black)

Legal Description: BUCKE CON 4 S PT LOT 1 PCL 5447NND

Roll No. 5418 030 010 07600 0000



From: Mario McLean [REDACTED]
Sent: Thursday, April 15, 2021 12:45 PM
To: Chris Oslund <coslund@temiskamingshores.ca>
Subject: Laurentian University needs your help - it affects your community

Good afternoon Mayor C. Kidd,

I am writing to you today to ask that the town of Temiskaming Shores supports Laurentian University as it's going through a devastating restructuring process.

Laurentian University is a public institution, not a private sector corporation. Its bilingual and tri-cultural mandate to support French, English, and Indigenous programs is vital to the communities it serves. Laurentian University is economically and culturally important to Sudbury and Northern Ontario. It is the provincial government's responsibility to ensure that Laurentian has the operating funds needed to secure the institution's future.

The time to act is now. I am asking that the town of Temiskaming Shores releases a statement in support of Laurentian and/or sends a letter to Queens Park. These cuts will have repercussions on your municipality because students will have to travel further to get the post-secondary education they are looking for and it will contribute to the rural exodus of our northern Ontario youth. The midwifery program, one of three and only bilingual program in Canada has been cut, along with 68 other programs, and this will affect the public health of our northern communities as midwives are often the only option in these rural and underserved communities.

L'Université a annoncé lundi que 28 programmes en français de premier et second cycle n'existeront plus à l'Université Laurentienne. Au total, 69 programmes et 110 postes de professeurs seront aussi coupés. Notre francophonie est sous attaque et nous devons nous battre pour garder notre programmation francophone.

I am counting on you to do everything in your power to support Laurentian in its fight to secure proper funding and to ensure that no jobs are lost, no programs are unnecessarily cut and no students are affected by the current challenges facing this important public institution.

Faculty, staff, and students should not have to pay the price for the poor management practices of an underfunded public institution.

The support of the town of Temiskaming Shores is greatly appreciated.

Thank you,

Mario McLean
3rd-year Laurentian Student, former resident of Earlton

[CONFIDENTIALITY NOTE](#) - AVIS: *COURRIEL CONFIDENTIEL*.

You can view the confidentiality terms at <https://laurentian.ca/confidentiality>. Notre avis de confidentialité est disponible au site <https://laurentienne.ca/avis>

April 15, 2021

Chantal Ménard-Côté
[REDACTED]
[REDACTED]

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

City of Temiskaming Shores Council,

I, Chantal Ménard-Côté residing at 82 Maple Street N, New Liskeard, wish to express my concern in regards to Zack's Crib's proposed site at 183 Broadwood for a men's shelter. My concerns are twofold: one, as a resident of the neighbourhood and two, as a caregiver to my mother who is a resident of the Northdale Manor.

To begin with, I want to make sure that you understand that I am not against a homeless shelter in our area. I truly understand that there is a need for these men who seek shelter and care. However, my issue is the location that is considered for Zack's Crib. Research clearly indicates that the homeless are at higher risk than the average population of being a victim of crime, suffering a mental health condition, and also struggling with substance use disorder or alcoholism. Therefore, I feel that the risks associated to having a homeless shelter in this area are higher than the possible benefits.

Firstly, this is a quiet residential neighbourhood surrounded by two churches. I fear for my personal safety and that of my daughter, the noise in the neighbourhood, and the increased activity which might develop by having a homeless shelter around. As previously mentioned, clients from a homeless shelter usually suffer from mental health or addiction issues. That being said, there are increased possibilities of erratic behaviour and wandering which would affect surrounding home owners safety. I chose to buy a property in this area because of the peaceful neighbourhood and I fear that this will change if a shelter is opened around the corner.

Furthermore, my mother lives at the Northdale Manor on Lakeshore Rd, adjacent to the proposed site. In my opinion, senior residents need to feel safe if they are outside in the courtyard or if they leave the premises to run errands, and more importantly, if they want to attend church. The proposed site is situated in the middle of the manor and both churches, as well as near Market Street Senior apartments. As a caregiver for my mother, I fear that her personal safety, as well as all the other senior residents, might be at risk if they are afraid to come out of their residence. As a vulnerable population, the residents should not be exposed to people who might risk their personal safety or wellbeing. That's why criminal background checks are performed for people working with this population.

My question is : why weren't the surrounding neighbourhood AND the principal caregivers of the senior residence not consulted when the site was first proposed to council ? Should the opinion of

residents matter in this situation ? Isn't our input important to voice our opinion concerning our personal safety ?

What I propose is that a homeless shelter be built or considered at a site that might not put people at risk of their personal safety. There are vacant buildings downtown that could be considered instead of residential areas or areas populated by children and senior residents.

To conclude, I sincerely hope that a public meeting be held or input from citizens be taken into consideration before making the decision to accept Zack's Crib at 183 Broadwood avenue.

Sincerely,

A handwritten signature in blue ink that reads "Chantal D. Ménard-Côté". The signature is written in a cursive style with a horizontal line at the end.

Chantal Ménard-Côté

Petition: 183 Broadwood not a good location for
Zack's Crib.

Jeanne Menard

Rose-Eva Desnoes

Gertrude Rivard

Ida Hilson

Dora Sournski



Darlene Barker

Paulette McLean

Mary Saigo ✓

Marion Luff

Pauline Martel

Madeleine Menard

Jeanne d'Arc Boucher

Luella Lovell

Diane Bellemard



Suzanne Baker

Francis Brazee

Alan Casselin

Petition: 183 Broadwood, not a good location
for Zack's Crib.

Diana I

Jessamine Brennan

Monique Bajold

Gilles Bajold

Lise Christie

Michael Agosto

Albany Segros

Hugnette Segros

Ministry of Transportation

Director's Office
Northeast Operations
447 McKeown Avenue
North Bay ON P1B 9S9
705 497-5500

Ministère des Transports

Bureau du directeur
Opération – Nord-Est
447, avenue McKeown
North Bay ON P1B 9S9
705 497-5500



April 16, 2021

His Worship Carman Kidd
Mayor
City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Haileybury, ON P0J 1K0

Dear Mayor Kidd:

I am writing today to inform you about some recent internal organizational changes at the Ministry of Transportation (MTO), and to introduce myself as the new Director of Northeast Operations. Former Director, Eric Doidge, has moved on to the role of Assistant Deputy Minister, Operations Division, however, remains in close contact with our region.

In July 2020, MTO implemented a new organizational model that resulted in the creation of the Operations Division. Our division integrates the delivery of ministry services in the region and will continue to be your key contact on any emerging issues and areas of interest. We play an integral role in the ministry's work on corridor management, emergency management, infrastructure preservation and protection, maintenance and operations to ensure a safe, continuous flow of people, goods and services to facilitate economic prosperity.

I want to highlight our most important work, working closely with stakeholders and Indigenous partners throughout the phases of our work. As the Director of Northeast Operations, my highest priority is maintaining strong relationships with our external stakeholders and partners, and I will endeavour to facilitate this wherever possible.

I look forward to continuing our relationship with you under this new organizational structure. If you require support or have any questions related to any ministry service, please feel free to contact me at Herb.Villneff@ontario.ca or 705-497-5500. Alternatively you may also contact Kristin Franks, Regional Services and Relationship Manager by email at Kristin.Franks@ontario.ca or by phone at 705-497-5264.

Sincerely,

A handwritten signature in black ink, appearing to read "Herb Villneff".

Herb Villneff
Director, Northeast Operations

**The Corporation of the City of Cambridge
Corporate Services Department
Clerk's Division
The City of Cambridge
50 Dickson Street, P.O. Box 669
Cambridge ON N1R 5W8
Tel: (519) 740-4680 ext 4585
mantond@cambridge.ca**

April 21, 2021

Re: Resolution - City of Cambridge Council – Request for Paid Sick Leave

At the Special Council Meeting of April 20, 2021, the Council of the Corporation of the City of Cambridge passed the following motion:

Mover: Councillor Wolf
Seconder: Councillor Reid

WHEREAS as a result of the COVID-19 pandemic and the increase in cases in Ontario, our hospitals and Intensive Care Units are overrun with people sick with the virus;

AND WHEREAS according to the Provincial Science Advisory Table on COVID-19 we need to protect essential workers and support them with paid sick leave;

AND WHEREAS it is being reported that the drivers of transmission are indoor work places, particularly industrial workplaces, warehouses, and distribution centres;

AND WHEREAS the COVID-19 crisis has unmasked the inequalities in our Province as most of the people now getting sick are the most vulnerable in our society and are those who cannot afford to stay home and often live and work in crowded conditions;

AND WHEREAS Workers who are denied paid sick days do not avoid illness, they bring the infections to work with them, and they transmit them to their coworkers, employees without paid sick leave;

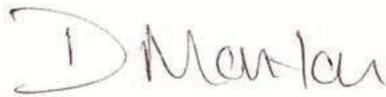
THEREFORE BE IT RESOLVED that Cambridge Council urge the Honourable Doug Ford, Premier to require Ontario employers to provide no less than five paid sick days annually to workers — after three months of employment — by amending the

Employment Standards Act, 2000, or through a different mechanism and to provide necessary funding, fiscal relief and/or support to employers so that all workers in Ontario have access to no less than 10 paid sick days annually in the event of a declared infectious disease emergency, such as the COVID-19 pandemic and ensure all Ontario workers have access to protected and paid emergency leave so care can be provided to children, parents, and/or other family members who may become ill and that all workers may receive paid time off to enable them to receive the COVID-19 Vaccine.

AND FURTHER that upon Council's approval of this motion that it be forwarded to the Association of Municipalities of Ontario, the Provincial Minister of Labour, the Premier, and each Ontario municipality.

Should you have any questions related to the approved resolution, please contact me.

Yours truly,



Danielle Manton
City Clerk

TIMISKAMING FIRST NATION

24 Algonquin Ave.
Notre Dame du Nord, QC J0Z 3B0



Tel: (819) 723-2370
Fax: (819) 723-2799
Email: tfncouncil@parolink.net

April 21, 2021

CHIEF AND COUNCIL RESPOND TO COVID-19 PROVINCIAL CHECKPOINTS

In Quebec, Ontario and across Canada, provinces and territories are taking the step of establishing checkpoints or closing the borders in an attempt to contain the spread of the COVID-19 virus. The temporary restriction in movement is supported by the Provincial Health Directors and the medical professionals in general.

It is important to note that Ontario has specifically identified the practice of an Aboriginal or Treaty right is a valid reason to cross the checkpoint.

The ultimate decisions to “close” our community, and the assessment of related security needs, rest solely with our Chief and Council. These decisions are informed through collaborative conversations with our local Health Director, the Office of the Chief Medical Officer for both Ontario and Quebec, in addition to Quebec's Provincial Health Officer.

As with any public health intervention, Council must consider the benefits and risks of checkpoints and community closures. Those benefits and risks vary depending on whether the community is using checkpoints to provide public health education and other relevant information, or whether the community is using the checkpoint to try and force compliance, or some combination of both.

Community members have expressed concerns that the provincial checkpoints, currently enforced by Ontario and Quebec, may prevent them from exercising their Aboriginal rights. In response to these concerns Chief and Council have provided a letter to the Premiers and Attorney Generals of both Quebec and Ontario requesting the following:

- Ensure that checkpoint staff are clear on their roles and responsibilities:

- Respect those community members who are asserting their Aboriginal rights such as hunting, fishing, trapping, harvesting of plants and medicines, attending ceremonies, funerals or other cultural practices and allow them to pass through the checkpoint without incident;
- Checkpoint staff are expected to receive appropriate training/education to ensure the above noted information is properly applied to Timiskaming First Nation members seeking to cross the border.

We appreciate the community's efforts to hold each other up and practice lateral kindness during these challenging times. Please do not hesitate to contact Council at 819-723-2370 in the event that any of these checkpoint policies are not enforced.

Chief and Council
Timiskaming First Nation

Received April 23/21



April 21, 2021

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

Attention: Christopher W. Oslund, City Manager

**Re: Notice of Study Commencement
MTO Group 'C' Class Environmental Assessment
Detail Design Study and Production of a Contract Document for
Highway 65 at the Future Grant Drive Extension, City of Temiskaming Shores
GWP 5018-20-00**

PARTNERS IN
ENGINEERING, PLANNING &
ENVIRONMENTAL SERVICES

Dear Christopher W. Oslund,

D.M. Wills Associates Limited (Wills) has been retained by the Ministry of Transportation (MTO), to undertake the Detail Design and production of a Contract Document for a new intersection (Project) on Highway 65 at the future Grant Drive extension, extending from the intersection of Highway 65 North and Highway 65 East, easterly for 1.0 km in the City of Temiskaming Shores (Study Area).

The MTO was approached by the City of Temiskaming Shores (City) regarding their plans to extend Grant Drive to exit onto Highway 65. MTO has noted their intent to work with the City since the intended improvement impacts both municipal and provincial infrastructure.

The improvements will consist of the design for a new eastbound left turn lane or left turn slip-around at the new intersection of Highway 65 and the future Grant Drive extension and a new westbound right turn taper at the same intersection.

As part of the assignment, environmental studies will be completed, including Natural Science Assessments of fish and wildlife, vegetation, and Species at Risk (SAR).

Temporary traffic delays are anticipated for staging and detour operations for the new intersection on Highway 65. A Traffic Management Plan will be developed during detail design to incorporate provisions to minimize impacts and delays to the travelling public within the work site.

The enclosed **Key Map** illustrates the location of the Study Area.

D.M. Wills Associates Limited
150 Jameson Drive, Peterborough, Ontario, Canada K9J 0B9
P. 705.742.2297 F. 705.748.9944 E. wills@dmwills.com





Notice of Study Commencement
Page 2 of 3
April 21, 2021

The Process

This Project is following the approved process for a Group 'C' undertaking in accordance with the *MTO Class Environmental Assessment (EA) for Provincial Transportation Facilities (2000)*. Through this process, an Environmental Screening Document (ESD) will be prepared to document the existing conditions of the Study Area, potential impacts of the undertaking and recommendations for appropriate mitigation measures.

Comments

You are encouraged to contact the Project Consultant or the MTO by **May 19, 2021** if you have any questions or concerns regarding this Project.

Gord Krieger, P.Eng.
Project Manager
D.M. Wills Associates Limited
150 Jameson Drive
Peterborough, ON K9J 0B9
Telephone: (705) 742-2297 x 275
Fax: (705) 741-3568
E-mail: gkrieger@dmwills.com

or
Andrée Beaupré
Project Manager
MTO, Northeastern Region
447 McKeown Avenue
North Bay, ON P1B 9S9
Telephone: (705) 497-5203
Andree.Beaupre@ontario.ca

Information will be collected in accordance with the *Freedom of Information and Protection Act*. With the exception of personal information, all comments will become part of the public record.

If you require accessibility under the *Ontarians with Disabilities Act*, please contact either Project Team member above.

Thank you in advance for your assistance and cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gord Krieger'.

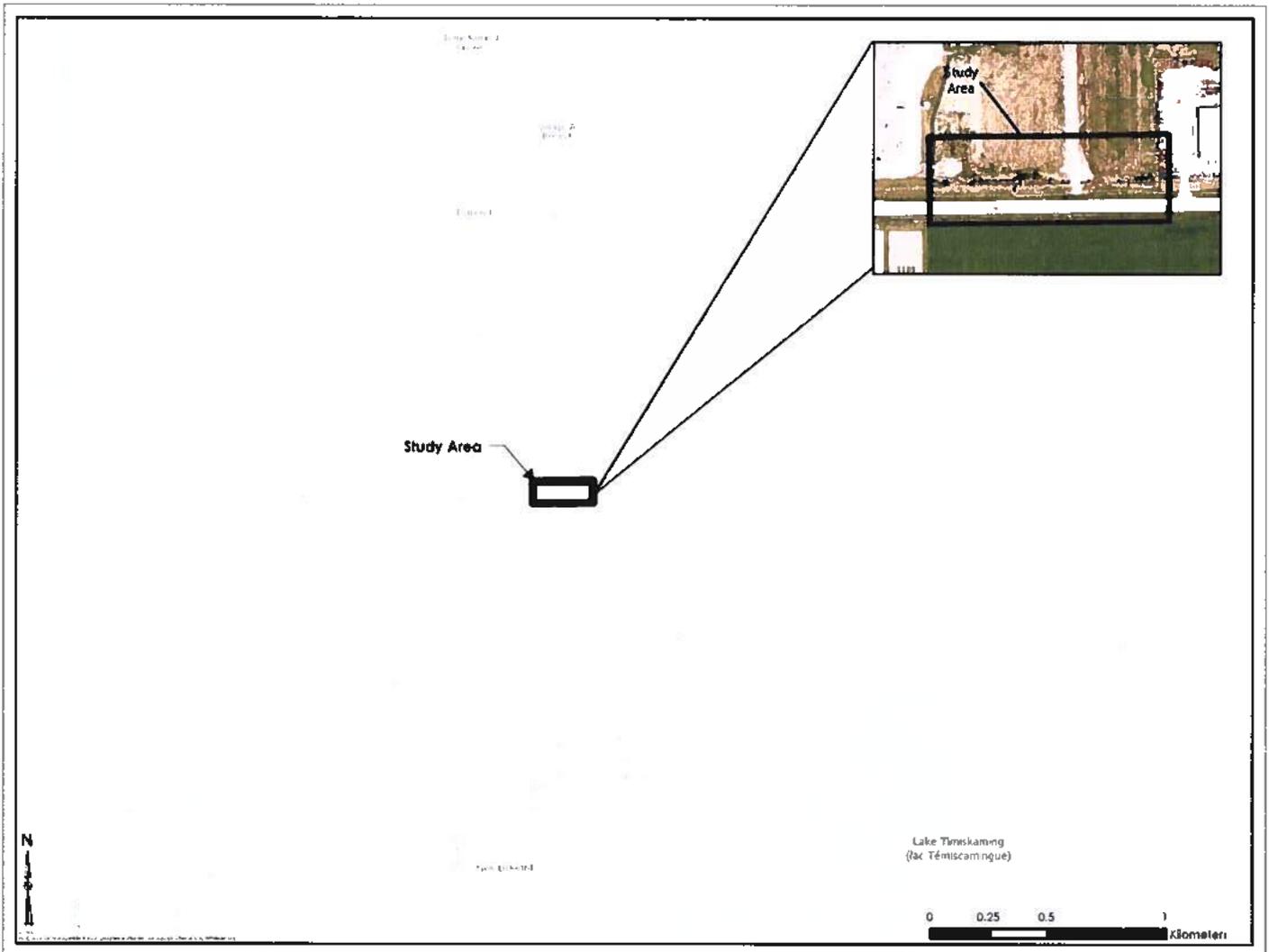
Gord Krieger, P.Eng.
Project Manager
D.M. Wills Associates Limited

SG/bam

Encl.

cc. Christopher Horne, Environmental Planner, MTO Northeastern Region
Michael J. Lord, Environmental Manager, D.M. Wills Associates Limited
Savannah Golding, Environmental Technician, D.M. Wills Associates Limited

Key Map





Community Services

Legislative Services

April 27, 2021
File #120203

Sent via email: premier@ontario.ca

The Honourable Doug Ford, Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Honourable and Dear Sir:

Re: Province Investigating and Updating Source Water Protection Legislation

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of April 26, 2021 passed the following resolution:

Whereas the Municipal Council of the Town of Fort Erie passed a resolution on October 21st, 2019 identifying that 1,100 private water wells were in operation in the Town of Fort Erie, of which 75% were used for domestic purposes including human and livestock consumption, and

Whereas the Municipal Council of the Town of Fort Erie further identified in that resolution that Council requires the protection of water in the aquifer supplying water to those wells from contamination as the result of any remediation of Pit One owned by the Port Colborne Quarries in the City of Port Colborne, and further

Whereas Report No. PDS-23-2021, approved by Council on March 22, 2021, identified that while the Niagara Peninsula Conservation Authority, The Regional Municipality of Niagara and Local Area Municipalities work together to protect source water, these plans do not generally apply to private servicing, and

Whereas Report No. PDS-23-2021 further identified efforts undertaken by the Town of Fort Erie through available provincial planning policy, regulation and legislation to protect source water within the Town of Fort Erie without any explicit ability to designate source water protection for private services, and

Whereas on July 28, 2010, through Resolution 64/292, the United Nations General Assembly explicitly recognized the human right to water and sanitation and acknowledged that clean drinking water and sanitation are essential to the realization of all human rights, and

.../2

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterrie.ca

Whereas it would be desirable to ensure that those in our community who rely on wells and other private servicing for clean drinking water are afforded the same source water protection as municipal drinking water systems;

Now therefore it be resolved,

That: The Municipal Council of the Town of Fort Erie recognizes and acknowledges that clean drinking water and sanitation are basic human rights and essential to the realization of all human rights, and further

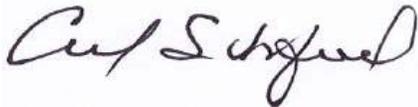
That: The Municipal Council of the Town of Fort Erie requests that the Ministry of Environment, Conservation and Parks consider legislative changes that would permit the expansion of source water protection to aquifers and private services, and further

That: This resolution be circulated to The Honourable Doug Ford, Premier of Ontario, the Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks, Wayne Gates, MPP Niagara Falls, Jeff Burch, MPP Niagara Centre, Jennifer Stevens, MPP St. Catharines and Sam Oosterhoff, MPP Niagara West, and further

That: This resolution be circulated to all Conservation Authorities and Municipalities in Ontario for their endorsement and support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c.

The Honourable Jeff Yurek, Minister of Environment, Conservation and Parks jeff.yurekco@pc.ola.org

Jeff Burch, MPP, Niagara Centre jburch-gp@ndp.on.ca

Sam Oosterhoff, MPP, Niagara West sam.oosterhoff@pc.ola.org

Jennifer Stevens, MPP, St. Catharines JStevens-co@ndp.on.ca

Wayne Gates, MPP, Niagara Falls wgates-co@ndp.on.ca

Ontario Conservation and all Ontario Conservation Authorities: kgavine@conservationontario.ca; bhomer@abca.ca; kfurlanetto@crca.ca; generalmanager@catfishcreek.ca; @cloca.com; mvytyvtskyy@hrca.on.ca; deb.martindowns@cvc.ca; tim.pidduck@croweallevy.com; tbyrne@erca.org; llaliberte@grca.on.ca; karmstrong@grandriver.ca; t.lanthier@greysauble.on.ca; Lisa.Burnside@conservationhamilton.ca; majchrowski@kawarthaconservation.com; elizabeth@kettlecreekconservation.on.ca; cullen@lsrca.on.ca; tammy@lakeheadca.com; jmaxwell@lprca.on.ca; mark.peacock@lvca.ca; kelly.vandette@ltc.on.ca; beard@mvca.on.ca; David.Vallier@mattagamiregion.ca; smcintyre@mvc.on.ca; csharma@npca.ca; carl.jorgensen@conservationsudbury.ca; brian.tayler@nbmca.ca; dhevenor@nvca.on.ca; dlandry@otonabeeconservation.com; bmcnevin@quinteconservation.ca; richard.pilon@rrca.on.ca; sommer.casgrain-robertson@rvca.ca; j.stephens@svca.on.ca; cbarrett@ssmrca.ca; acoleman@nation.on.ca; bmcdougall@scrca.on.ca; John.MacKenzie@trca.ca; annett@thamesriver.on.ca

Ontario Municipalities



April 30, 2021

Hon. Doug Ford, Premier
Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Sent via email: premier@ontario.ca

Dear Premier Ford,

Please be advised that at the Brantford City Council Meeting held April 27, 2021, the following resolution was adopted:

Request - Province of Ontario withdraws its prohibition on golfing and any other outdoor recreational activities

WHEREAS COVID-19 restrictions have had significant impacts; and

WHEREAS many forms of socializing, recreation and sport have been curtailed; and

WHEREAS the game of golf can be enjoyed while maintaining proper social distancing;

THEREFORE BE IT RESOLVED THAT The Corporation of The City of Brantford recommends:

- A. THAT The Province of Ontario withdraws its prohibition on golfing and any other outdoor recreational activities which can be enjoyed while maintaining proper social distancing; and
- B. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to the Premier of Ontario; Will Bouma, MPP, Brantford-Brant, the Association of Municipalities of Ontario, Ontario Big City Mayors; and the list of other Municipalities in Ontario.

Yours truly,

Tanya Daniels
City Clerk
tdaniels@brantford.ca

cc MPP Will Bouma, Brantford-Brant
Association of Municipalities of Ontario (AMO)
Ontario Big City Mayors
All Ontario Municipalities



Haileybury Heritage Museum

P.O. Box 911, 575 Main Street,
Haileybury, Ontario. P0J 1K0
Tel: (705) 672-1922

April 30, 2021

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

Re: Great Fire of 1922 Centennial Recognition

Dear Mayor and Council:

Further to our letter regarding the above, dated November 27, 2020, on behalf of the Board of Directors for the Haileybury Heritage Museum, I wanted to thank Council for agreeing to have Mr. James Franks, Economic Development Officer for the City meet with a planning team of our representatives (Steering Committee) regarding recognition of the 2022 Centennial of the Great Fire.

The October 4, 1922 Fire is an event that devastated South Temiskaming and only through the strength and efforts of the people in the area were the communities able to recover and rebuild. The City of today draws much of its character from those survivors who sheltered by the shore of Lake Timiskaming and with them in mind, I am writing to seek to formalize a partnership with the City to plan and carry out the Centennial events.

For greater clarity, we are seeking the following:

- Appropriate City staff member participation and membership in the Planning Committee (i.e., Mr. Franks and Mr. Oslund);
- Support from the City's expertise to administer funding for the Centennial event including applications and reporting;
- City extension of insurance coverage for the event and steering committee;
- Logistics support during the events for sanitation, set up and clean up;
- In-kind use of municipal buildings and spaces for events and activities;
- Use of municipal tables, chairs, stages and sound systems; and
- Establish a marketing partnership to assist in promoting the event through the City's existing advertising programs.

With the guidance of the Steering Committee, and our valued partners, the Centennial will be a truly community-wide celebration and recognition of our shared heritage.

Yours truly,

Kaline Woods

Kaline Woods, Chair



CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY RD.
NEW LISKEARD, ON P0J1P0
(t) 705-647-5439 (f) 705-647-6373
www.hudson.ca admin@hudson.ca

March 31st, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Attention: Premier Ford

RE: Support for Fire Departments

At the Township of Hudson's Regular Meeting of Council held on Wednesday March 3rd, 2021, the following resolution 2021-049 was put forward and passed:

WHEREAS the role of Ontario's 441 fire departments and their approximate 30,000 full, part-time, and volunteer firefighters is to protect Ontarians and their property; and

WHEREAS according to the Ontario Fire Marshal and Emergency Management's latest data, in Ontario there was over 11,000 number of loss fires, 9,500 no loss fires, 784 injuries, 91 fatalities, and over \$820 million dollars of estimated loss in 2018; and

WHEREAS fire emergencies only make up a portion of the total calls for help received by fire and emergency service departments as they respond to nearly every public emergency, disaster, or 9-1-1 call; and

WHEREAS Ontario's fire department infrastructure deficit continues to grow annually and is almost entirely borne by the municipality and local taxpayers with the majority having populations under 25,000; and

WHEREAS due to antiquated structures and equipment that do not meet current industry standards the safety of the Ontario public and Ontario firefighters is being jeopardized;

NOW THEREFORE the Council of the Corporation of the Township of Hudson resolves as follows:

1. **THAT** the Federal and Provincial Government includes apparatuses, training, equipment and structures for fire departments as eligible categories to any further infrastructure programs which will not only provide immediate stimulus to the local, provincial and federal economies given current economic uncertainty but also ensure the safety of Canadians and dedicated firefighters; and

2. **THAT** this resolution be forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Laurie Scott, Minister of Infrastructure, local MPP, local MP, the Ontario Fire Marshal, Jon Pegg, the Ontario Association of Fire Chiefs, and all Ontario Municipalities.

Please accept this for your consideration and any necessary action.

Sincerely,

A handwritten signature in black ink, appearing to read "Jordan Kemp". The signature is stylized with a large initial "J" and a long, sweeping underline.

Jordan Kemp
Clerk-Treasurer
Township of Hudson



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday February 17, 2021 at 5:30 PM via Zoom Videoconference

- Present:** Doug Jelly – Chair, Derek Mundle – Vice-Chair, Patrick Adams, Clifford Fielder, Patricia Hewitt, Airianna Leveille, Ian MacPherson, Sharon Gadoury-East, Kelly Black, CAO
- Staff:** Lyne Labelle, HS Manager; Mark Stewart, Director of Client Services, Janice Loranger, Director of Finance, Robert Smith, EMS Interim Chief, Lynne Bernier, CS Manager, Steve Beaton EMS Deputy Chief, Beth Nowak, Former Interim CS Manager, Darlene Wroe, Media
- Absent:** Pat Kiely
-

The Regular Meeting of the Board was called to order at 5:30 PM.

1.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

2.0 PETITIONS AND DELEGATIONS

Nil

3.0 ACCEPTANCE/ADDITIONS TO THE AGENDA

Resolution #2021-12

Moved by Derek Mundle and seconded by Sharon Gadoury-East

THAT the agenda of the regular meeting of the Board held on February 17, 2021 be accepted as presented.

Carried.

4.0 ADOPTION OF THE PREVIOUS MINUTES

Resolution #2021-13

Moved by Patrick Adams and seconded by Patricia Hewitt

THAT the minutes of the regular meeting of the Board held on January 20, 2021 be approved as presented.

Carried.

5.0 CORRESPONDENCE

- 5.1 Ministry of Health One-Time COVID-19 Funding Letter
- 5.2 Ministry of Education Provincial Child Care Early Years Funding
- 5.3 MCCSS – Social Assistance Transformation

Resolution #2021-14

Moved by Patrick Adams and seconded by Derek Mundle

THAT the Board receive the correspondence as presented.

Carried

6.0 BUSINESS ARISING FROM THE PREVIOUS MINUTES

Nil

7.0 NEW BUSINESS

7.1 2021 Budget and Apportionment Options

Janice Loranger, Director of Finance, Presented this Item for Approval.

Resolution #2021-15

Moved by Airianna Leveille and seconded by Clifford Fielder

THAT the Board approve the 2020 Budget as per Option 3 for a total cost of \$35,313,048 with a municipal apportionment of \$6,571,564 and the Territories Without Municipal Organization (TWOMO) of \$1,739,817.

Carried.

7.2 Transfer from EMS Vehicle Reserve

Janice Loranger, Director of Finance, Presented this Item for Approval.

Resolution #2021-16

Moved by Airianna Leveille and seconded by Patrick Adams

THAT the Board approve a transfer of \$61,000 from EMS Vehicle reserve in 2020, and \$94,000 in 2021. The transfer was previously reflected in the 2020 budget at an amount of \$155,000 in 2020.

Carried.

7.3 Social Housing – 2020 Write-Offs

Lyne Labelle – Housing Services Manager, Presented this Item for Approval

Resolution #2021-17

Moved by Ian MacPherson and seconded by Sharon Gadoury-East

THAT the Board approve to write off \$24,657.80 of uncollected rent, maintenance, and other unpaid charges from former tenants for the 2020 fiscal year.

Carried.

7.4 Purchase and Sale Agreement

Lyne Labelle – Housing Services Manager, Presented this item for Approval

Resolution #2021-18

Moved by Patricia Hewitt and seconded by Patrick Adams

THAT the Board approve the Purchase and Sale Agreement of the purchase from Conseil Scolaire du District du Nord-Est the real property registered as PCL 16642 SEC SST; PT LT

203 SE/S DYMOND CRES PL M29NB DYMOND; PT LT 204 SE/S DYMOND CRES PL M29NB DYMOND; PT LT 205 SE/S DYMOND CRES PL M29NB DYMOND BEING PT 2 & 3 TER 427, TEMISKAMING SHORES, DISTRICT OF TEMISKAMING, also known as 183 Broadwood Avenue, Temiskaming Shores, Ontario for \$100,000.

Carried.

7.5 GMF – Renovation Project

Lynne Bernier – Children’s Services Manager Presented this item for Approval

Resolution #2021-19

Moved by Sharon Gadoury-East and seconded by Derek Mundle

THAT the Board approve the use of Mitigation Funds to cover a portion of expenses of a proposed renovation project at Garderie Franco Fleur et Miel in Kirkland Lake, thus ensuring its viability, prior to going out to tender. Assuming the Board is amenable to the above, actual project cost would be presented to the Board for consideration following the tendering process.

7.6 CAO - NOSDA Update

Kelly Black – Chief Administrative Officer, Presented this Item for Information

7.7 CAO - Report

Kelly Black – Chief Administrative Officer, Presented this Item for Information

8.0 ADJOURNMENT / NEXT MEETING

Resolution #2021-20

Moved by Clifford Fielder and seconded by Sharon Gadoury-East

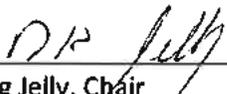
THAT the Board meeting be hereby adjourned at 6:27 PM

AND

THAT the next regular meeting of the Board be held on March 24, 2021 or at the call of the Chair.

Carried.

Minutes signed as approved by the Board:



Doug Jelly, Chair

APR 24, 2021
Date

Recorder: Velma Stanger

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, March 24, 2021

7:00 p.m. via zoom

1. Call to Order

Meeting called to order by Chair Brigid Wilkinson at 7:02 p.m.

2. Roll Call

Present: Jessica Cooper, Brenda Morissette, Jeff Laferriere, Claire Hendirkx, Emily Kotalowski, Thomas McLean, Chair Brigid Wilkinson, and Library CEO Rebecca Hunt.

Regrets: Patricia Hewitt

Absent: Jamie Lindsay

Members of the Public: 0

3. Adoption of the Agenda

Motion #2021-17

Moved by: Jeff Laferriere

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the agenda as presented.

Carried.

4. Declaration of conflict of interest: None

5. Adoption of the Minutes

Motion #2021-18

Moved by: Emily Kotalowski

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, February 24, 2021 as presented.

Carried.

6. Business arising from Minutes

a. Ontario Library Services board assemblies appointment.

Motion #2021-19

Moved by: Jeff Laferriere

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board reverses the appointment of Brigid Wilkinson as representative to the Ontario Library Services board assembly and instead appoints Emily Kotalowski as representative with Brigid filling in when Emily is unavailable.

Carried.

7. Correspondence:

- a. From TDSS—Re: May Ball Bursary. For information.
- b. From ESCSM—Re: May Ball Bursary. For information.

8. Secretary–Treasurer’s Report

Report and monthly financial statement included in the trustees’ information packet

Library CEO’s Report

March 16, 2021

AODA Customer Service Training:

All Library Clerks and the Library CEO have taken a refresher course on AODA Customer Service.

Cameras:

The City IT department installed the cameras in the lower level of the library on Wednesday, March 10. Staff members have been given access so they can monitor the building when there are fewer staff in the building.

Co-op student:

TDSS has approached the library to take on a coop student who is interested in technology and computers. The student intends on pursuing education in computer engineering. I thought the coop might be a good fit for setting up the Digital Creator space, as I have not had a chance to do so yet. He will be working at the library until mid-April. We will do training on our COVID-19 protocols so that he is aware of issues such as physical distancing, avoiding workstation hopping, checking in using the city QR code and our other procedures.

Infection Prevention and Control at Work:

All Library Clerks and the Library CEO have taken the Public Services Health and Safety Associations’ Infection Prevention and Control at Work Basic Awareness course.

Library re-opening:

The re-opening has gone well so far. We are less busy than we were in the fall, but hopefully if we move to yellow or green in the provincial framework things will pick up. We are experiencing some difficulties with staff scheduling due to illness of staff members, and had to close at lunch time on Saturday last weekend. We hope this will not be a common occurrence but it may happen occasionally until we have hired a few more Library Pages—I am just waiting to be sure we are not going back into lockdown before I do that hire in order to avoid having to do layoffs just after a hiring.

Performance evaluations:

I have completed performance evaluations for all of the Library Clerks. At some point the Board may want to complete an evaluation for me, as this has not been done since 2017.

Portable Wifi Hotspots:

The portable wifi hotspots are configured and circulating. There has been a fair amount of interest and all of the ten hotspots have been checked out at least once.

Finances and Statistics

The Board reviewed the financial and statistical reports as provided by the CEO.

Motion #2021-20

Moved by: Emily Kotalowski

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the March Secretary-Treasurer's report and Financial report.

Carried.

9. Committee Reports:

- a. FINANCE AND PROPERTY: Nothing to report.
- b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Nothing to report.
- c. LIBRARY SERVICES COMMITTEE: Nothing to report

10. New Business:

- a. Annual Survey to the Ministry of Heritage, Sport, Tourism and Culture Industries.**

Motion #2021-21

Moved by: Jessica Cooper

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board accepts the information in the annual survey for the Ministry of Tourism, Culture and Sport and consents to the release of the survey report to the Ministry as corrected.

Carried.

- b. District School Board Ontario North East. Community Planning and Partnerships Policy and Procedure.** The Board discussed how the school board's policy aligns with the Board's strategic priorities surrounding partnerships and will revisit the discussion as COVID-19 measures are lifted.
- c. Powerpoint slideshow of Northern College Library setup.** The Board congratulated Brenda on her work setting up the college library.

11. Plan, Policy review and By-law review:

- a. Personnel Policies 1-27.**

Motion #2021-22

Moved by: Emily Kotalowski

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policies: Personnel Policies 1-27 as reviewed and amended by the Board.

Carried.

12. Closed Session

Motion #2021-23

Moved by: Jeff Laferriere

Seconded by: Jessica Cooper

Be it resolved that the Temiskaming Shores Public Library Board goes into closed session at 7:27 p.m. regarding identifiable individuals.

Carried.

Motion #2021-24

Moved by: Jeff Laferriere

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 7:37 p.m. without report.

Carried.

13. Adjournment

Adjournment by Jeff Laferriere at 7:38 p.m.

Chair –

1.0 CALL TO ORDER

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

2.0 ROLL CALL

PRESENT:	Councillor Mike McArthur (Chair) Mayor George Othmer, Town of Cobalt Councillor Pat Anderson, Town of Cobalt Councillor Patricia Hewitt Christopher Oslund, City Manager Mitch Lafreniere, Manager of Transportation Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

5.0 APPROVAL OF AGENDA

Recommendation TC-2021-006

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee agenda for the April 13, 2021, meeting be approved as printed.

Carried

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2021-007

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee minutes for the November 25, 2020 and February 22, 2021 meeting be adopted as printed.

Carried

7.0 CORRESPONDENCE

- a) **Letter from Northdale Manor requesting a change to the stop on Lakeshore Road**
Date: March 17, 2021

Recommendation TC-2021-008

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee hereby denies the request from the Northdale Manor to relocate the transit stop on Lakeshore Road.

Carried

8.0 NEW BUSINESS

- a) **Financial Update**

The Committee was provided with the year-end 2020 financial summary and 2021 year-to-date financial update. Due to the hardships of the Covid-19 pandemic, the transit finished 2020 with a deficit; and 2021 is seeing approximately half of normal ridership. The Safe re-start funding will be available to offset losses.

- b) **2021 Capital Budget**

The Committee was provided with an update in regards to 2021 budgeted projects such as the purchase of the Bus tracking (GPS) app; and the addition of a transit shelter at the Georgina Ave. stop (Lakeview Towers) and the replacement of the shelter at stop located at the corner of Main St. and Rorke Ave.

- c) **Transit Counts**

The Committee reviewed the approximate total of passengers for 2020 and year to date 2021.

- d) **Transit Stop Request: Grant Drive**

Recommendation TC-2021-009

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee supports the removal of the existing transit stop on Grant Drive and implementing flag stops.

Carried



9.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for June 15, 2021 at 9:00 a.m.

10.0 ADJOURNMENT

Recommendation TC-2021-010

Moved by: Mayor George Othmer

Be it resolved that:

The Transit Committee meeting is adjourned at 9:29 a.m.

Carried

COMMITTEE CHAIR

COMMITTEE SECRETARY



TEMISKAMING SHORES POLICE SERVICES BOARD

MINUTES

APRIL 19, 2021 AT 1:00 P.M.

VIRTUALLY VIA ZOOM

1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:00 p.m.

2. ROLL CALL

PRESENT: Board Chair Doug Jelly
Board Members Monique Chartrand, Tyler Twarowski and Danny Whalen

ALSO

PRESENT: Inspector Joel Breault, O.P.P. – Detachment Commander
Kelly Conlin, Board Secretary

REGRETS: None

MEMBERS OF THE PUBLIC PRESENT: 0

3. ADDENDUM / ANNOUNCEMENTS

Board Chair Doug Jelly made shared the announcement of a former local OPP Officer, Dwight Thib, who was recently promoted to Chief Superintendent of the OPP for Western Ontario.

4. APPROVAL OF AGENDA

Resolution No. 2021-012

Moved by: Monique Chartrand

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as printed.

CARRIED

5. PRESENTATIONS/DELEGATIONS

- a) Mobile Crisis Presentation: Tyler Twarowski

Board Member Tyler Twarowski provided the Board with a presentation on the Mobile Crisis Rapid Response Team (MCRRT), which is comprised of a team of addiction mental health professionals who are available to respond to calls for service at the request of law enforcement, EMS, and hospitals. The goal of the MCRRT is to divert individuals from unnecessary involvement in the criminal justice systems and/or Emergency room visits. The MCRRT is a partnership between a Cochrane-Timiskaming Canadian Mental Health Association and the Temiskaming and Kirkland Lake detachments of the Ontario Provincial Police. The Board Secretary will prepare a motion of support of this partnership at the next regular meeting.

Resolution No. 2021-013

Moved by: Danny Whalen

Seconded by: Jeff Davis

Be it resolved that the Temiskaming Shores Police Services Board hereby acknowledges the presentation on Mobile Crisis Response.

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7. APPROVAL OF MINUTES

- a) Regular Police Services Board Meeting – February 22, 2021

Resolution No. 2021-014

Moved by: Tyler Twarowski

Seconded by: Monique Chartrand

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on February 22, 2021 be approved as printed.

CARRIED

8. COMMUNICATIONS

- a) Patrick Weaver, OAPSB Chair & Fred Kaustinen, OAPSB Executive

Director
Received: March 11, 2021

Re: Section 10 Update – Future of OPP Governance

Reference: Referred to New Business a)

- b) Sylvia Jones, Solicitor General
Received: March 18, 2021

Re: OPP Detachment Board Framework, Proposal and Fact Sheet

Reference: Received for Information

Resolution No. 2021-015

Moved by: Jeff Davis

Seconded by: Monique Chartrand

Be it resolved that the Police Services Board agrees to deal with Communication items 9 a) & b) according to the agenda references.

CARRIED

9. OPP BUSINESS

- a) **OPP Temiskaming Detachment Report: January – March 2021**

Resolution No. 2021-016

Moved by: Jeff Davis

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the January – March 2021 OPP Temiskaming Detachment Report.

CARRIED

10. UNFINISHED BUSINESS

- a) **POA Revenues**

The Board was provided with a copy of the Recommendation from the City of Temiskaming Shores Corporate Services Committee who was not in favour of the reallocation of POA revenues to the Policing budget.

b) **Community Safety and Well-Being Plan**

The Board was provided with a verbal update in the status of the plan. The current submission date is July 2021; however, an extension has been requested.

11. NEW BUSINESS

a) **Draft Notice of Motion – City of Temiskaming Shores**

Resolution No. 2021-017

Moved by: Monique Chartrand

Seconded by: Jeff Davis

Be it resolved that the Temiskaming Shores Police Services Board recommends that Council for the City of Temiskaming Shores consider supporting the draft notice of motion petitioning the Ministry of Solicitor to maintain the Temiskaming Shores Police Services Board as a separate entity from any proposed Detachment Board (s)

CARRIED

b) **OAPSB Board of Directors Report - Doug Jelly**

Board Chair Doug Jelly stated there is a OAPSB meeting scheduled for the end of April.

c) **Resident Concerns: Market Street, Armstrong/Whitewood Intersection, Rorke Avenue, and Larocque's field (North Cobalt)**

The Board and OPP are hopeful that once the speed indicator sign is in place, it may bring put in these areas of concern and bring more awareness to drivers about their speed. City staff will be putting a reminder on social media in regards to the use of Larocque's field and reminding drivers to stay on the path, in addition to improved signage in the area.

12. BY-LAWS

13. CLOSED SESSION

14. SCHEDULE OF MEETINGS

POLICE SERVICES BOARD MINUTES

April 19, 2021

- a) Regular Police Services Board meeting – Monday, July 19, 2021at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

- b) Regular Police Services Board meeting – Monday, October 18, 2021at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

15. ADJOURNMENT

Resolution No. 2021-018

Moved by:

Seconded by:

Be it resolved that the Regular Meeting of the Temiskaming Shores Police Services Board be hereby adjourned 2:22 p.m.

CARRIED

BOARD CHAIR

BOARD SECRETARY

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 Christopher Oslund, City Manager Matt Bahm, Director of Recreation Paul Allair, Manager of Parks & Facilities Jeff Thompson, Manager of Programming Chuck Durrant, Public Appointee Robert Ritchie, Public Appointee Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Danny Lavigne, Public Appointee, Richard Beauchamp, Public Appointee, Simone Holzamer, Public Appointee

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation RS-2021-011

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee agenda for the April 12, 2021 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2021-012

Moved by: Mayor Carman Kidd

Be it resolved that:

The Recreation Committee minutes of the March 8, 2021 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE

None

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

a) Programming Update (Verbal)

The Committee was provided with an update in regards to current COVID restrictions in place and how they impact the City's recreational program, parks and facilities. In the lockdown, the Pool Fitness Centre is closed to the public, and all group programming is cancelled for the time being. Staff are using this time to complete budgeted projects in the facility, as well as at our outdoor recreational facilities.

b) Parks and Facilities Update (Verbal)

The Committee was provided with an update on work being completed by City staff in our parks and facilities. The ice has been removed from both arenas with the Don Shepherdson Memorial Arena is being used as a mass vaccination clinic for Covid-19.

c) Directors Update (Verbal)

The Committee was provided with an update in regards to a variety of items within the Recreation Department. Projects such as the Rotary Splash Pad, Arena Accessibility upgrades, and the Active Transportation Plan are or will be underway shortly.

d) Memo: Stay at Home Order

The Committee was provided with a memo outlining the difference between the restrictions in the most recent covid framework versus the Stay-at-Home order.

e) 2021 Farmer Market Lease Agreement

Recommendation RS-2021-013

Moved by: Rob Ritchie

Be it resolved that:

The Recreation Services Committee hereby recommends that Council consider approving the 2021 Farmers Market Lease Agreement.

CARRIED

- f) Facility Waiver Request: Temiskaming Water Walk (meeting)

Recommendation RS-2021-014

Moved by: Chuck Durrant

Be it resolved that:

The Recreation Committee hereby approves the facility waiver request fee from the Temiskaming Water Walk for a meeting at the Haileybury Pavilion.

CARRIED

10. CLOSED SESSION

11. NEXT MEETING

The next Recreation Committee Meetings are will be scheduled as follows:

- Monday, May 10, 2021
- Monday, June 14, 2021

12. ADJOURNMENT

Recommendation RS-2021-015

Moved by: Rob Ritchie

Be it resolved that:

The Recreation Committee meeting is adjourned at 7:15 p.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

Memo

To: Mayor and Council
From: Shelly Zubyck, Director of Corporate Services
Date: May 4, 2021
Subject: Interim Building Services Agreement
Attachments: Draft Agreement (**Please Refer to By-law No. 2021-074**)

Mayor and Council:

Due to the recent resignation of the City's Chief Building Official, staff began discussions with the City of Timmins in regards to plans review and issuing permits for large building construction/projects for the City of Temiskaming Shores on an interim basis.

Further to the discussions in Closed Session on April 20th, 2021, the Interim Building Services Agreement is included in the By-law section for Council's consideration and approval.

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: May 4, 2021
Subject: Tri-Town Ski and Snowboard Village – Funding Sponsorship Request
Attachments: Funding Request Letter

Mayor and Council:

The municipality received a letter from the Tri-Town Ski and Snowboard Village requesting the municipality sponsor their funding application to the Frog’s Breath in the upset amount of \$50,000 to assist with the expansion of their equipment storage garage.

As per the municipal Charitable Sponsorship Policy, staff has assessed the request and recommends that:

Council for the City of Temiskaming Shores approve the request from the Tri-Town Ski and Snowboard Village, requesting the municipality sponsor their funding application to the Frog’s Breath Foundation in the upset amount of \$50,000 for their equipment storage garage Project.

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

James Franks
Economic Development
Coordinator

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

TRI TOWN SKI & SNOWBOARD VILLAGE

Box 1598

New Liskeard, ON P0J 1P0

www.tritownskivillage.ca

info@tritownskivillage.ca



April 12th, 2021

Mayor and Council
City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario
POJ IKO

RE: FROG'S BREATH FUNDING

Dear Mayor and Council,

The Tri Town Ski and Snowboard Village has applied to the Frog's Breath Foundation. If our application is successful we will be receiving upwards of 50,000.00 to assist with expansion of our garage to properly store our equipment.

Although we are incorporated as a not-for-profit organization, the Tri Town Ski and Snowboard Village is not a registered charitable organization. As such, the Frog's Breath Foundation requests that we obtain a 'sponsorship' from an organisation or Municipality in order to receive any funds.

Therefore, on behalf of the Ski Village, it is respectfully requested that the City of Temiskaming Shores act as sponsor in regards to our application to the Frog's Breath Foundation.

Sincerely,

Emily Hall

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: May 4, 2021
Subject: Amendment to By-law No. 2021-005 (FedNor)
Attachments: Appendix 01 –Draft By-law Amendment (**Please refer to By-law No. 2021-075**)

Mayor and Council:

At the January 5, 2021 Regular meeting, Council adopted By-law No. 2021-005 to authorize the execution of the contribution agreement for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention, between Her Majesty the Queen in Right of Canada represented by the Minister of Economic Development and Official Languages and the Corporation of the City of Temiskaming Shores - Project No. 852-512885.

Attached hereto is Amendment No. 1 from Industry Canada (FedNor) amending the above noted agreement. Total eligible costs are the same; however, some project costs have been reallocated to other cost categories, as well as to adjust the project completion date from April 30, 2021 to June 30, 2021, due to project impacts related to the COVID-19 pandemic.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2021-006 regarding the Prospectors and Developers Association of Canada (PDAC) Convention for consideration at the May 4, 2021 Regular Council meeting.

Due to these amendments, particularly with project timelines, a provision has been included in the proposed amending by-law, to recommend that the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
<i>"Original signed by"</i>	<i>"Original signed by"</i>	<i>"Original signed by"</i>
Logan Belanger Municipal Clerk	Shelly Zubycck Director of Corporate Services	Christopher W. Oslund City Manager



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

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

April 19, 2021
Project Number: 852-512885

Mr. Carman Kidd
Mayor
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J1K0

Dear Mr. Kidd:

**Re: PDAC 2021
Amendment Number: 1**

As a result of your request dated April 8, 2021, FedNor is prepared to amend our Contribution agreement of December 22, 2020 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before December 1, 2020 (the "Commencement Date") and is completed on or before April 30, 2021 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before December 1, 2020 (the "Commencement Date") and is completed on or before June 30, 2021 (the "Completion Date").

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates: b) Completion Date - April 30, 2021

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$500,000
- Supported	\$500,000	Other Federal	
- Not Supported	\$42,500	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	
		Other	\$42,500
Total	\$542,500		\$542,500

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental (virtual space)	\$250,000		\$250,000
SME Support (upgrades to on-line presence, equipment and technical support)	\$110,000		\$110,000
Consulting Fees	\$55,000		\$55,000
Marketing & Promotion	\$35,000		\$35,000
Professional Development & Training – In-kind Event Costs (Other – design of custom virtual pavilion)	\$50,000		\$50,000
Event Facility Rental (participating exhibitors)		\$42,500	\$42,500
TOTAL ELIGIBLE COSTS	\$500,000	\$42,500	\$542,500
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			\$542,500

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates: b) Completion Date - June 30, 2021

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$500,000
- Supported	\$500,000	Other Federal	
- Not Supported	\$33,500	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	
		Other	\$33,500
Total	<u>\$533,500</u>		<u>\$533,500</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental (virtual space)	\$179,500		\$179,500
SME Support (upgrades to on-line presence, equipment and technical support)	\$160,000		\$160,000
Consulting Fees	\$50,000		\$50,000
Marketing & Promotion	\$110,500		\$110,500
Event Facility Rental (participating exhibitors)		\$33,500	\$33,500
TOTAL ELIGIBLE COSTS	<u>\$500,000</u>	<u>\$33,500</u>	<u>\$533,500</u>
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			<u>\$533,500</u>

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

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

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault, Lucie
Date: 2021.04.19 13:30:42 -04'00'

Lucie Perreault
Director of Program Delivery
FedNor

City of Temiskaming Shores
Project Number: 852-512885

Amendment Number: 1

The foregoing is hereby accepted this 20 day of April, 2021

Per: [Signature]
Signature of Recipient

MAYOR
Title

Per: [Signature]
Signature of Recipient

Deputy Clerk
Title

Subject: Outdoor Patio Policy

Report No.:

CS-019-2021

Agenda Date:

May 4th, 2021

Attachments

Appendix 01: Draft Outdoor Patio Policy (**Please refer to By-law No. 2021-076**)

Appendix 02: Sidewalk Deck Design

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-019-2021; and
2. That Council directs staff to prepare the necessary by-law to adopt an Outdoor Patio Policy to allow and regulate patios on City owned property for consideration at the May 4, 2021 Regular Meeting of Council.

Background

The New Liskeard Business Improvement Area has requested the City consider developing a policy to allow for the lease of City owned property for the purpose of outdoor patios within both downtown areas. Local businesses would have the opportunity to apply for the use of sidewalk space adjacent to their businesses to allow for the consumption of food and beverages. A sidewalk deck would be installed in the parking spaces along the roadway to allow for pedestrian traffic to continue safe use.

Analysis

In consultation with the BIA, City staff have developed a policy for Council's consideration attached as Appendix 1. Staff reviewed policies from other municipalities including the City of Barrie, Mississauga, Thunder Bay and Sudbury. The recommendations included in this report are to help support growing our local economy as it promotes our small local businesses in the downtown areas.

Included in the policy is an application form each business would be required to complete and submit to staff to begin the process. The application would be circulated to each city department for review and comments. Staff would take into consideration the safety of the public, location and size of the patio, intended use, insurance coverage, etc. as outlined in the policy and application process.

Once approved, a lease agreement for the use of the property would be drafted and presented to Council for their approval.

The BIA has obtained an engineered drawing for the design and construction of the sidewalk decks that would be installed in both Haileybury and New Liskeard locations.

The construction of the sidewalk decks would be the responsibility of the business and/or the BIA as per the approved design. The installation of the sidewalk decks would be the responsibility of the City, as well as the storage of them during the off seasons.

The draft policy was presented at the April 21st, 2021 Corporate Services and Protection to Persons and Property Committee Meetings. Both committees passed recommendations in support of proceeding with the policy.

Relevant Policy / Legislation / City By-Law

- 2021 Corporate Services Budget
- Ontario Building Code
- Accessibility for Ontarians with Disabilities Act
- The City’s Official Plan
- The City’s Zoning By-law

Consultation / Communication

- Consultation with Corporate Services Committee
- Consultation with Protection to Persons and Property Committee
- Consultation with each City department and the Business Improvement Area.

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

An administration fee of \$400 would be charged at the time of the application. This amount would assist with the staff costs associated with the application process, the development of a lease agreement, the installation, removal and storage of a sidewalk deck. Should the application be denied, the administration fee would be refunded.

The proposed rental rate for the use of City property would be \$2.25 per square foot. This would be included in each lease agreement. This is consistent with other City lease agreements.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager



SHABA TESTING SERVICES LTD.

77 Government Road East,
Kirkland Lake, Ontario P2N 1A4
Phone #: 705-567-4167

PROFESSIONAL SEAL:



CLIENT:

Sean Mackey

PROJECT:

Sidewalk Deck Design
30 Whitewood Ave.

ISSUED FOR - REVISION:

NO.	DESCRIPTION

STANDARD	BY 9 2020-020	Feb 2020
PROJECT ADDRESS	30 Whitewood Ave, New Liskeard, ON	
SCALE	As Noted	
DRAWN BY	G. Church	
CHECKED BY	L. Shaba	

COVER PAGE

SHEET #	REV. #
CP01	0

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SIDEWALK DECK DESIGN
30 WHITEWOOD AVE.
NEW LISKEARD, ON

- CP01 - COVER PAGE
- S01 - SIDEWALK DECKS DESIGN
- S02 - GUARD DESIGN

Subject: Part Lot Control Exemption:
2373775 Ontario Inc.

Report No.: CS-020-2021

Agenda Date: May 4, 2021

Attachments

Appendix 01: Draft by-law to remove part lot control
(**Please refer to By-law No. 2021-077**)

Appendix 02: Registered Plan 54R-6121

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-020-2021; and
2. That Council directs staff to prepare the necessary by-law to remove part lot control on the lands described as Part of PIN 61339-0754, Part of Block C Plan M79NB, Part 5 Plan 54R-6121; Temiskaming Shores; District of Timiskaming for consideration during the by-law portion of the May 4, 2021 Regular Council meeting.

Background

An application for part lot control exemption was submitted by 2373775 Ontario In on April 23, 2021. The subject property is located between Lakeshore Road and Rivard Court and is described as Part of PIN 61339-0754, Part of Block C Plan M79NB, Part 5 Plan 54R-6121. The property has the municipal address 108 Rivard Court.

Section 50(5) of the Planning Act provides that part of a lot or block on a registered plan of subdivision cannot be transferred where the same entity owns adjacent lands, without the approval of the Municipality. Section 50(7) of the Planning Act, however, allows a municipality to pass by-laws granting exemptions from the provisions of Section 50(5) for all or any part of a registered plan of subdivision. The by-law allows the conveyance of a portion of a lot or block within a registered plan of subdivision without approval of the Committee of Adjustment. Granting exemption from part lot control does not require notification or a public meeting and does not allow for an appeal process.

Analysis

The applicants have indicated that they intend to construct a single detached dwelling on the subject property during the 2021 construction season. The subject property is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law. A single detached dwelling is a permitted use in the R3 Zone.

The application proposes to apply the part lot control exemption only to Part 5 at this time. The remaining properties for which part lot control exemption is required are Part 6, and Parts 34-36, which are proposed to be developed with semi-detached units in 2021. These properties are not being included with the current part lot control exemption as further survey work will need to be completed to establish the interior property line once the party wall has been constructed, and the part lot control exemption will need to be applied to the subsequent survey.

As the construction of the dwelling on the subject property is proposed to take place in 2021, it is recommended that the part lot control exemption be granted for a period ending on December 31, 2021.

Based on the above information, it is recommended that Council pass a by-law granting part lot control exemption for the lands described as: Part of PIN 61339-0754, Part of Block C Plan M79NB, Part 5 Plan 54R-6121; Temiskaming Shores; District of Timiskaming.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Zoning By-law 2017-154 and By-law 2018-154
- By-law 2019-041 – Development Agreement with 2373775 Ontario Inc

Consultation / Communication

- None

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 Zubyck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Christopher W. Oslund
City Manager

PLAN OF SURVEY OF PART OF
LOT 5 & BLOCK 'C'
REGISTERED PLAN M-79 N.B.
CITY OF TEMISKAMING SHORES
 DISTRICT OF TIMISKAMING
 SCALE 1 : 750 METRES
 0 5 10 15 30 60 90
 SURVEYORS ON SITE INC.
 THE INTENDED PLOT SIZE OF THIS PLAN IS 914mm IN WIDTH BY
 609mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:750.

COORDINATE TABLE		
POINT	NORTHING	EASTING
19	5261153.3	599568.9
20	5261175.7	599566.5
21	5261186.7	599567.0
22	5261195.6	599571.3
23	5261215.4	599571.6
24	5261232.1	599581.8
25	5261244.1	599587.8
26	5261255.5	599591.0
27	5261266.3	599590.3
28	5261286.8	599582.4
29	5261359.6	599523.7

COORDINATE TABLE		
POINT	NORTHING	EASTING
30	5261173.2	599534.4
31	5261180.5	599531.1
32	5261192.2	599527.6
33	5261204.8	599526.7
34	5261217.9	599528.9
35	5261234.3	599575.8
36	5261309.0	599516.7

- LEGEND**
- MONUMENT FOUND
 - MONUMENT PLANTED
 - SSIB SHORT STANDARD IRON BAR
 - SIB STANDARD IRON BAR
 - RIB ROUND IRON BAR
 - IB IRON BAR
 - M MEASURED
 - S SET
 - P DENOTES PLAN 54R-2668
 - P1 DENOTES PLAN 54R-3075
 - P2 DENOTES PLAN 54R-4165
 - P3 DENOTES PLAN 54R-4243
 - P4 DENOTES PLAN 54R-1514
 - exp exp GEOMATICS INC., O.L.S
 - (SC) H. SUTCLIFFE LTD., O.L.S
 - OU ORIGIN UNKNOWN
 - PT PART
 - WT WITNESS

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
00819740135	5261369.86	598036.73
01019801501	5267341.13	599712.54
UTM ZONE 17, NAD83(CSRS)(2010)		

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPS AND ARE REFERRED TO UTM ZONE 17, NAD83 (CSRS)(2010).		
COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.		
POINT ID	NORTHING	EASTING
Ⓐ	5261141.13	599449.27
Ⓑ	5261305.90	599392.77
Ⓒ	5261360.02	599540.45
Ⓓ	5261150.43	599540.90

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

NOTES

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99968019.

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPS, COSINE MONUMENTS H0M00819740135 & H0M01019801501 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRS)(2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:

P1, P4 - 1°28'20" COUNTER CLOCKWISE
 P, P2, P3 - 1°27'20" COUNTER CLOCKWISE

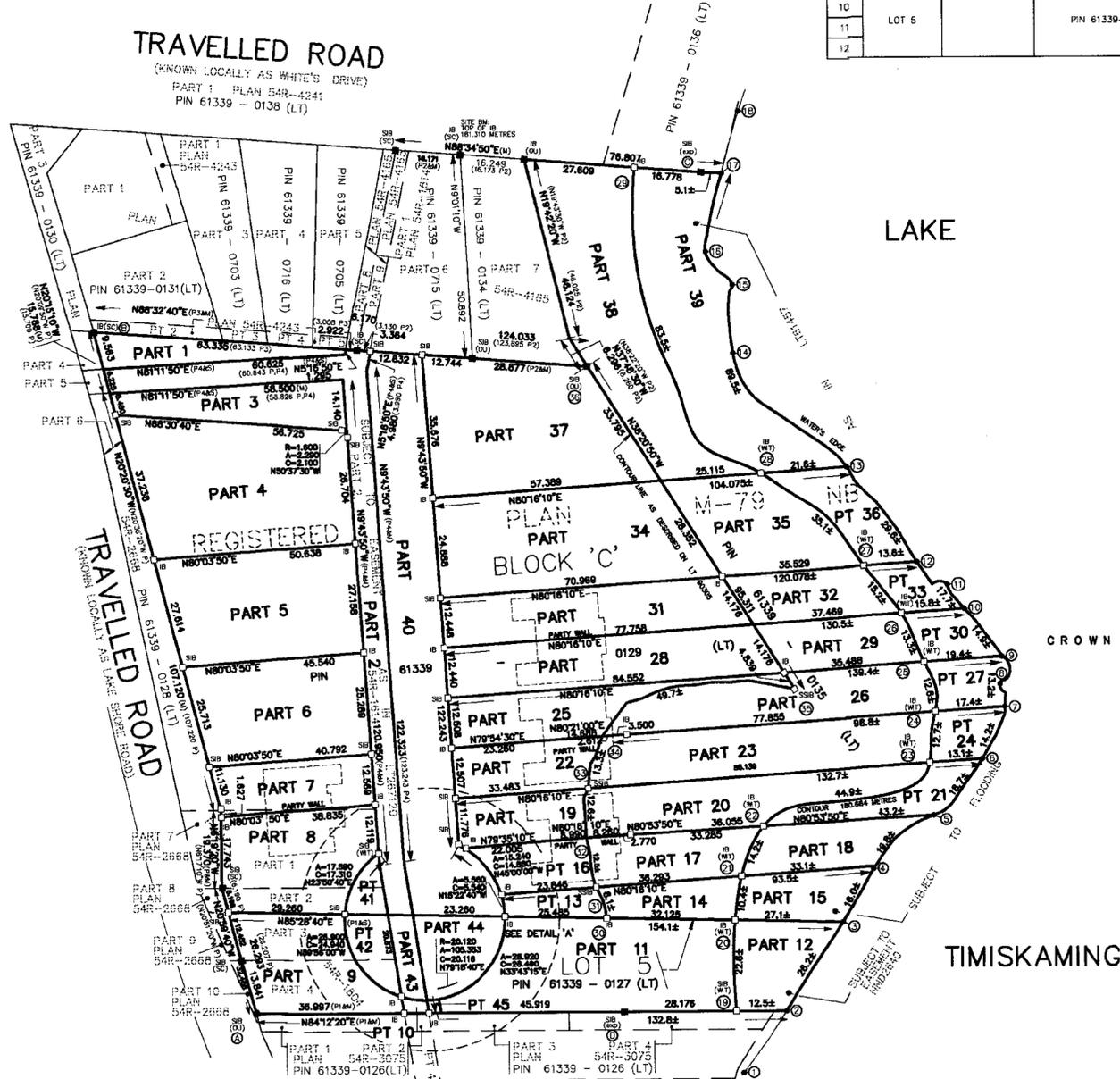
ELEVATION NOTES:

ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE REFERRED TO COSINE MONUMENT 01019806401V, HAVING A PUBLISHED ELEVATION OF 279.711 METRES CVD028.

A SITE BENCHMARK WAS ESTABLISHED ON THE TOP OF AN IB (SC) WITH AN ELEVATION OF 181.310 METRES CVD028.

CONTOUR NOTE:

THE ELEVATION CONTOUR 180.654 METRES (CVD028) SHOWN HEREON IS EQUAL TO 180.442 METRES BASED ON THE DEPARTMENT OF PUBLIC WORKS DATUM. THE DEPARTMENT OF PUBLIC WORKS DATUM EXISTED AT THE TIME NND2640 WAS PREPARED.



COORDINATE TABLE		
POINT	NORTHING	EASTING
1	5261138.3	599572.2
2	5261154.5	599581.4
3	5261177.9	599593.4
4	5261191.7	599599.8
5	5261206.5	599613.9
6	5261221.6	599624.5
7	5261235.0	599628.9
8	5261240.4	599627.2
9	5261247.4	599626.9
10	5261258.2	599616.4
11	5261263.7	599611.7
12	5261268.6	599603.6
13	5261290.4	599583.7
14	5261315.7	599552.8
15	5261332.7	599530.9
16	5261340.3	599543.4
17	5261360.3	599540.6
18	5261376.0	599546.1

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 24th DAY OF SEPTEMBER, 2019.

NOVEMBER 1, 2019

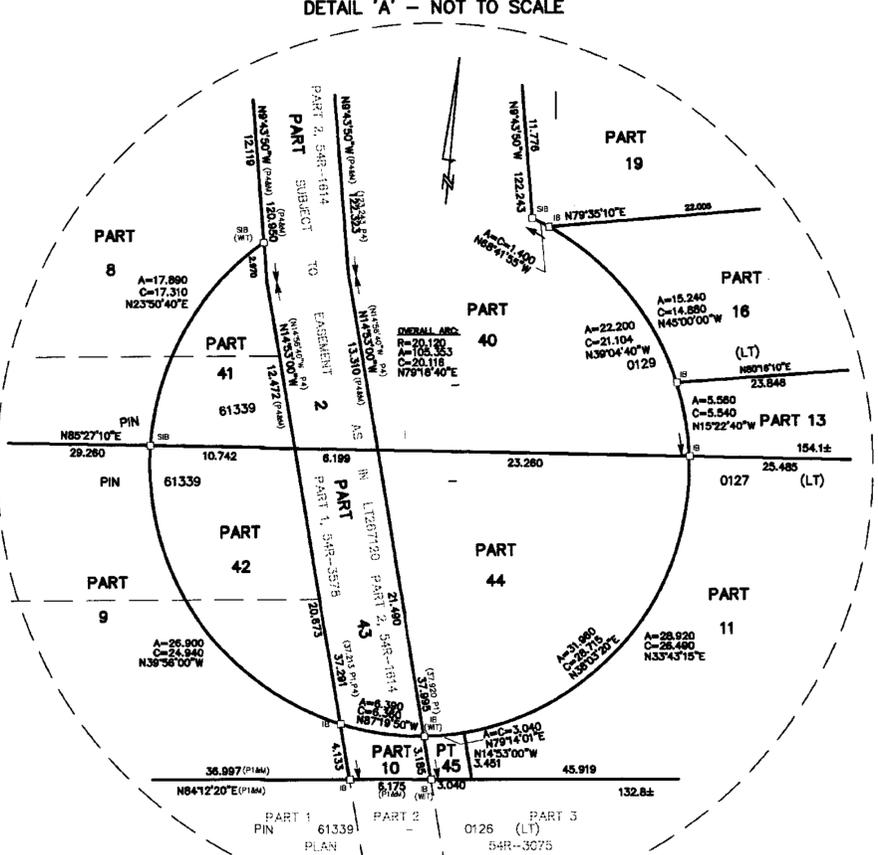
RWS
 RYAN W. SEGUIN
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2104753.

SCHEDULE				
PART	PART OF LOT	PLAN	ALL OF PIN	AREA (m ²)
1				323.3
2				1220.6
3				523.6
4				1734.7
5	'BLOCK C'	REGISTERED PLAN M-79 N.B.	PIN 61339-0129 (LT)	1305.9
6				1091.5
7				498.2
8				910.1
9				774.0
10				21.3
11	LOT 5		PIN 61339-0127 (LT)	1479.2±
12				448.1±

13			PIN 61339-0129 (LT)	162.0±
14				313.5±
15			PIN 61339-0135 (LT)	372.7±
16			PIN 61339-0129 (LT)	324.5±
17				489.6±
18			PIN 61339-0135 (LT)	438.5±
19			PIN 61339-0129 (LT)	404.8±
20				867.5±
21			PIN 61339-0135 (LT)	332.6±
22			PIN 61339-0129 (LT)	450.8±
23				1074.9±
24			PIN 61339-0135 (LT)	199.3±
25			PIN 61339-0129 (LT)	616.7±
26			PIN 61339-0135 (LT)	904.6±
27				224.2±
28			PIN 61339-0129 (LT)	1010.0
29				454.4±
30			PIN 61339-0135 (LT)	219.2±
31			PIN 61339-0129 (LT)	925.4
32				454.4±
33			PIN 61339-0135 (LT)	182.8±
34			PIN 61339-0129 (LT)	1597.3
35				807.2±
36			PIN 61339-0135 (LT)	396.2±
37			PIN 61339-0129 (LT)	1586.6
38				1656.8±
39			PIN 61339-0135 (LT)	1568.1±
40				2086.0
41				102.9
42				182.8
43				128.8
44			PIN 61339-0127 (LT)	365.1
45				10.1

PIN SUMMARY: PARTS 1 THROUGH 8 (INCLUSIVE), 13, 16, 19, 22, 25, 28, 31, 34, 37, 40 & 41 COMPRISE ALL OF PIN 61339-0129 (LT).
 PARTS 14, 15, 17, 18, 20, 21, 23, 24, 26, 27, 29, 30, 32, 33, 35, 36, 38 & 39 COMPRISE ALL OF PIN 61339-0135 (LT).
 PARTS 9, 10, 11, 12, 42, 43, 44 & 45 COMPRISE ALL OF PIN 61339-0127 (LT).
 PARTS 2, 10 & 43 ARE SUBJECT TO AN EASEMENT AS IN LT267120.
 PART 12 IS SUBJECT TO AN EASEMENT AS IN NND2460.
 PARTS 15, 18, 21, 24, 27, 30, 33, 36, & 39 ARE SUBJECT TO AN EASEMENT AS IN LT61457.



PLAN 54R-6121
 Received and deposited
 November 15th, 2019
Susy Martino
 Representative for the
 Land Registrar for the
 Land Titles Division of
 Timiskaming (No.54)

SOS
 SURVEYORS ON SITE INC.
 P.O. BOX 1599
 17 WELLINGTON STREET
 NEW LISKEARD, ONTARIO, POJ 1P0
 705-622-0872
 www.surveyorsonsite.com

Subject: ICI Water Meter Program

Report No.:

PW-012-2021

Agenda Date:

May 4, 2021

Attachments

Appendix 01: Draft Agreement (**Please refer to By-law No. 2021-078**)

Appendix 02: Initial Stakeholder Communication Letter

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-012-2021;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Neptune Technology Group for the supply and installation of water meters for the ICI sector in the amount of \$ 93,899.00, plus applicable taxes, for consideration at the May 4, 2021 Regular Council meeting; and
3. That Council directs Staff to release the Initial Stakeholder Communication Letter and to host a virtual stakeholder meeting on Wednesday June 9, 2021 at 10:00 am for ICI establishments affected by the new ICI Water Meter Program.

Background

During the 2021 Capital Budget process, Council approved the ICI water meter project in the amount of \$ 100,000.00. This project will see the installation/replacement of water meters in approximately 55-60 ICI establishments throughout the City. The meters will enhance the current water meter program and provide consistency throughout the sector.

As Neptune Technology Group (Neptune) has been involved with the City's water metering program for many years, staff contacted Neptune to provide a proposal for the supply and installation of the water meters. The proposal was recently received in the amount of \$ 88,500.00.

At the Regular Council Meeting held on February 2nd, 2021, Council directed Staff to enter into negotiations with Neptune to finalize pricing for the supply and installation of water meters for the ICI sector.

Analysis

The negotiations with Neptune are complete resulting in the final proposal being submitted to Staff in the amount \$ 93,899.00, plus applicable taxes and is outlined in appendix 01. The increase in cost from the original proposal is a result of the inclusion of software which is necessary for billing purposes.

The final Neptune proposal was discussed at both the Public Works Committee and Corporate Services Meetings held on April 21, 2021. Both Committee's support moving forward with the proposal. Implementation and a communication strategy for the new ICI Water Meter Program was also discussed resulting in a recommendation to implement as soon as possible as many billing discrepancies throughout the ICI sector have already been identified. The communication of the program will be done by Staff and Neptune. The first step is an initial communication letter that would be sent to all stakeholders affected by the new ICI Water Meter Program and is outlined in Appendix 02. Step 2 will be to host a virtual stakeholder meeting which will outline the background and approach for the program, address the technical aspect of water metering including installation and discuss the implementation of a phased in billing approach for those that may see a negative impact.

Therefore, it is Staff's recommendation to enter into an agreement with Neptune Technology Group for the supply and installation of water meters for the ICI sector in the amount of \$ 93,899.00, plus applicable taxes and that Council directs staff to implement the communication strategy as outlined above.

Relevant Policy / Legislation / City By-Law

- By-law No. 2020-060, Water and Sewer Service rates
- By-law No. 2016-083, Water Works System Use
- By-law No. 2017-015, Procurement Policy
- Safe Drinking Water Act, 2002 - Ontario Regulation 453/07 – Financial Plans

Consultation / Communication

- Corporate Services Committee Meeting – March 3, 2016
- Public Works Committee Meeting – March 24, 2016
- Public Works Committee Meeting – April 28, 2016
- Corporate Services Committee Meeting – May 2, 2016
- Public Works Committee Meeting – May 26, 2016
- Public Works Committee Meeting – June 23, 2016

- Public Works Committee Meeting – July 26, 2016
- Public Works Committee Meeting – August 25, 2016
- Public Works Committee Meeting – October 6, 2016
- Public Works Committee Meeting – November 10, 2016
- Public Works Committee Meeting – January 19, 2017
- Corporate Services Committee Meeting – February 2, 2017
- Corporate Services Committee Meeting – April 6, 2017
- Public Works Committee Meeting – June 25, 2019
- Corporate Services Committee Meeting – July 23, 2019
- Public Works Committee Meeting – January 21, 2021
- Public Works Committee Meeting - April 21st, 2021
- Corporate Services Committee Meeting - April 21st, 2021

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

Council approved the ICI Water Meter Project through the 2021 Budget deliberation process in the amount of \$ 100,000.00. The Neptune proposal including non-refundable HST equals \$ 95,551.62.

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

Re: Industrial, Commercial and Institutional (ICI) Water Meter Program

As you may be aware, Council for the City of Temiskaming Shores approved the purchase and installation of various sized water meters for the ICI sector within the 2021 Budget. These meters are necessary to allow for the enhancement of the City's current water meter program to ensure all billing discrepancies are addressed within the sector.

Water metering is an industry proven approach which has been adopted by many municipalities. Similar to other utilities (Hydro, Natural Gas), water meters provide the most accurate means of recording water consumption allowing municipalities to provide an equitable billing system.

Your establishment is either part of the City's current water meter program, and is in need of a water meter replacement or is becoming part of the ICI Water Meter Program, and requires a meter to be installed to ensure equality is met throughout the sector. Full implementation of the program is currently scheduled for January 1, 2022.

The City of Temiskaming Shores has recently entered into a contractual agreement with Neptune Technology Group Canada Co. (Neptune) to provide the replacement/installation services. In the near future, Neptune will be contacting you to make an appointment to allow for the replacement/installation of the water meter.

All water consumption data obtained post meter installation and pre program implementation will be provided to you through a "mock" billing system. Should your establishment be negatively impacted by the enhanced water meter program, a 4-year phased in approach will be implemented through the City's Finance Department.

To provide more detail on the enhancement of the City's ICI Water Meter Program, a virtual stakeholder's meeting is scheduled for Wednesday June 9th, 2021 at 10:00 am. To participate in this meeting, please e-mail the Clerk's Office at lbelanger@temiskamingshores.ca.

The City of Temiskaming Shores appreciates your support and cooperation to ensure that equality throughout the ICI sector is met as it relates to the water meter program.

Subject: Water/Sewer Rates

Report No.:

CS-021-2020

Agenda Date:

May 4, 2021

Recommendation:

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-021-2020;
2. That Council approves the following water/sewer rate methods across the municipality:
 - Multi Unit Properties: full residential water/sewer rate per unit;
 - Hotels: applicable Commercial water/sewer rate x number of rooms x 35%
 - Day cares: charged on a per student/staff rate; and
3. That Council directs staff to prepare the necessary by-law to implement the new rate methods in future water/sewer rate by-laws effective January 1, 2022.

Background

Since amalgamation in 2004 there have been discrepancies in the water/sewer billings in some sectors (hotels, restaurants, multi-residential, schools, metered and commercial) between the former municipalities. It is one of the last outstanding matters from amalgamation that needs to be addressed.

The Treasurer has done several analyses over the last 7 years in relation to the discrepancies in an attempt to determine a satisfactory rate methodology for implementation.

In 2010 finance staff were directed to conduct an in-depth analysis of all commercial properties within the City. As per the CN Watson report, commercial business water rates would be calculated based on the type of business in relation to the residential rate. For example, a hair dressing salon would equate to 5 residential units. Staff completed the analysis however no further action was taken on implementing the water/sewer rates based on this methodology.

In 2014, a review of metered properties was completed to ensure consistency in billing for residential properties and commercial properties. Prior to amalgamation residential properties along Lakeshore Road near the New Liskeard boundary were metered as they were serviced from the New Liskeard water system. All metered residential properties and residential properties with home-based businesses were removed from the metered

program. A review of metered commercial properties was also conducted to remove any properties that were metered that were not considered high water users.

In 2016 an analysis of multi-residential, Dymond businesses, hotels, restaurants, schools, day cares, metered and some misc commercial properties was completed for consideration on how to resolve the rate discrepancies. Staff met and reviewed some options which were presented to the Corporate Services committee on March 3, 2016.

The committee advised staff to proceed with a cost investigation on the different proposals and report back to Committee. On May 2, 2016 staff was directed to proceed with a request for proposal in order to acquire the necessary services to conduct a survey of all high-water usage buildings. On February 2, 2017 the Committee directed staff to proceed with the metered water pilot project.

On March 2, 2017, flat rate options for properties that were not being considered for potential meters was presented. Recommendation CS-2017-013 was passed recommending a flat fee billing option for school properties. On March 21, 2017 Council approved the recommendations in Administrative Report CS-020-2017 for a flat rate billing method for all school properties. By-law 2017-051 passed on April 4, 2017 approving the water/sewer rates for 2017 which included a flat per student/staff rate for school.

The metered water pilot project commenced in 2017. The goal of the project was to collect data on water usage throughout the different sectors being monitored. This information would subsequently be used by staff to provide recommendations to Council on how to proceed in the future. The data was collected in 2018 into early 2019.

On July 23, 2019 the Manager of Environmental Services presented an analysis of the data collected during the pilot project. The analysis determined that a reasonable rate for metered water could be calculated. In addition, the pilot program confirmed the discrepancies and the need to standardize the rates between the three former municipalities. Phasing-in for impacted properties was also discussed.

The ICI meter program (100 meters) was proposed to go forward in 2020 but was deferred during budget deliberations.

The ICI meter program (55-60 meters) currently under consideration (\$100,000) was adopted in principle on December 15, 2020.

Analysis

Multi-Residential Properties:

New Liskeard – residential flat rate/unit

Dymond – at the time of amalgamation, no multi-residential properties. New construction in recent years, DTSSAB – 8 units (residential flat rate/unit), TSSHC – 68 units (not yet assessed or billed).

Haileybury – combination of metered (residential rate x 50% of the number of units) and flat rate (residential flat rate per unit)

Staff has investigated many different billings methods for multi-residential (which MPAC equates as a building with 7 or more units); however current changes in the assessment of multi-residential properties is now being taken into consideration. Multi-residential properties were charged a higher tax rate in relation to residential properties; however, any new multi-residential construction is being billed at the same tax rate as residential dwellings.

The rate being recommended for multi-residential properties is a full residential flat rate. This means that multi-residential properties will be charged the residential flat rate for every unit on the premise that a dwelling unit is a dwelling unit regardless of the type of building they are located in.

Impacts:

There are 125 multi-unit properties (3 or more units) equating to 820 dwelling units in total. Of these 125 buildings, only ten (10) with a total of 183 dwelling units would be impacted. The other 637 dwelling units are currently being charged the residential flat rate/unit.

The total impact to move these ten (10) properties, based on 2021 rates, to the full residential flat rate/unit is an overall increase of \$91,695. The impact is proposed to be phased in over a four (4) year period from 2022 to 2026.

Hotels:

Based on data collected for hotels during the pilot project it was determined that the calculation for minimum billing for hotels under the current meter program best fit the flat rate methodology as to other methods reviewed. The flat rate would be calculated as follows:

Commercial Rate x 35% of the number of hotel units

Hotels with residential dwellings located within will be charged a residential flat rate for any residential units.

Hotels with a pool will be charged a flat pool rate per hotel unit.

Impacts:

There are eight (8) hotels within the City with a total of 284 hotel rooms. Two (2) hotels have pools.

The total impact to move to these eight (8) properties to a flat rate billing system (based on 2021 rates) is an overall decrease of \$4,573. Two (2) properties will see a small increase in relation the correct billing for residential dwelling units located in the buildi. Two (2) properties will see significant decreases in their water/sewer charges and four (4) properties will see larger increases.

The impact to the increasing properties is proposed to be phased in over a four (4) year period from 2022 to 2026.

Day-cares:

In 2017 schools were moved to a per staff/student flat rate billing method. Two (2) schools contain day-cares within their facilities and those staff/students were included in the information provided by the schools for the annual water/sewer billings.

There are two (2) other day-cares in the area that do not have the same billing method applied. Therefore, it is being recommended to move these facilities to a staff/student rate to ensure consistency within the class.

Impacts:

As we do not have registration numbers available for these facilities, the impact of the change in billing is unknown at this time. However, if the properties increase in relation to the change, the impact is proposed to be phased in over a four (4) year period.

Communication to Impacted Properties:

If Council was to proceed with the recommended change in billing rates for multi-residential, hotels and day-cares, staff would send property specific letters to each affected property owner explaining the changes, the effect date of January 1, 2022, how their property is impacted (based on 2021 rates) and how the phase-in would be applied to their tax bill.

Individual meetings would be arranged if required.

Relevant Policy / Legislation / City By-Law

Annual Water/Sewer rate by-laws
Water By-law 2016-083

Consultation / Communication

- Corporate Services Committee Meeting – March 3, 2016
- Corporate Services Committee Meeting – May 2, 2016
- Corporate Services Committee Meeting – February 2, 2017
- Corporate Services Committee Meeting – March 2, 2017
- Corporate Services Committee Meeting – April 6, 2017
- Corporate Services Committee Meeting – July 23, 2019
- Corporate Services Committee Meeting – July 8, 2020
- Corporate Services Committee Meeting – August 6, 2020
- Corporate Services Committee Meeting – February 1, 2021

Financial / Staffing Implications

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

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

The proposed changes will have no impact on the 2021 budget as the rates and phase-ins will not come into effect until January 1, 2022

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Laura-Lee MacLeod
 Treasurer

Shelly Zubyck
 Director of Corporate
 Services

Christopher W. Oslund
 City Manager

Memo

To: Mayor and Council
From: Mitch Lafreniere – Manager of Transportation Services
Date: May 4, 2021
Subject: National Public Works Week – Proclamation
Attachments: Appendix 01: Letter from Premier Doug Ford
Appendix 02: Letter from NEOPWO

Mayor and Council:

Public Works week has been recognised in the past and this year the week of May 16 – 22, 2021 has been proclaimed as National Public Works Week “Stronger Together”.

As the Manager of Transportation Services, I am requesting that you lend your support by issuing a proclamation officially recognizing the week of May 16 – 22, 2021 as National Public Works Week. In the past we have scheduled public events as part of Public Works Week, however this year due to the current situation we will not be holding any events related to the proclamation.

Attached as Appendix 2 is also a letter from NEOPWO waiving membership fees for 2021 and they will also cover annual membership fees for the Association of Ontario Road Supervisors (AORS).

Prepared by:

“Original signed by”

Mitch Lafreniere
Manager of Transportation Services

Reviewed and submitted for Council's consideration by:

“Original signed by”

Christopher W. Oslund
City Manager



National Public Works Week

May 16 – 22, 2021

“Stronger Together”

Provincial Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Ontario; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Ontario to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2021 marks the 61st annual National Public Works Week be it now,

RESOLVED, I, Doug Ford, Premier of Ontario, do hereby designate the week May 16 – 22, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Ontario (to be affixed),

DONE at the Corporation of the City of Temiskaming Shores, Ontario of this 27th day of April 2021.

Doug Ford – Premier of Ontario



Mayor and Council

On behalf of the NEOPWO Directors, I would like to reach out during this challenging time to touch base with each one of our member communities.

For almost three and a half decades, your Directors have worked hard, striving each year to improve the role of the organization by encouraging municipalities, suppliers, provincial ministries and other organizations to come together in the advancement of municipal infrastructure and public works.

We continue to work together to bring communities together, with low cost training for our members and an effective network of communications between municipal public works teams and suppliers.

Prior to the pandemic, NEOPWO held the Annual Truck Rodeo to promote safe driving and operating practices. Our Annual General Meeting, Spring Trade Show and Fall Training Session were dedicated to further educate municipal workers on emerging topics of interest, health & safety issues and presentations of new and innovative products by suppliers.

The strength of this organization has always been in its member municipalities, suppliers, organizations and provincial agencies that participate in our events.

With the current situation we have not been able to meet or host events and training that we normally would. In light of that fact, the Board of Directors has decided to not charge for annual membership fees (due to NEOPWO inactivity) and will cover the cost of the annual membership to the Association of Ontario Road Supervisors (AORS) for each existing member municipality.

We have also included a proclamation template for your municipality for National Public Works Week May 16 – 22, 2021 “Stronger Together”. This week is a time designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our national health, safety, and quality of life.

George Guppy, C.Tech

NEOPWO Treasurer

Public Works Manager

City of Timmins

Shane D. Skinner, EP

NEOPWO Secretary

Director of Public Works

Town of Smooth Rock Falls

Subject: Emergency Water Main Relocation – Highway 11 Crossing **Report No.:** PW-011-2021

Agenda Date: May 4, 2021

Attachments

Appendix 01: Pedersen Construction (2013) Inc. Proposal

Appendix 02: Single Source Justification

Appendix 03: Draft Agreement (**Please see By-law No. 2021-079**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-011-2021;
2. That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council approves to waive the tendering procedure and directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Water Main Relocation – Highway 11 Crossing in the amount of \$ 158,850 plus applicable taxes, for consideration at the May 4, 2021 Regular Council meeting; and
3. That Council approves the utilization of the Environmental Reserve to finance the Emergency Water Main Relocation.

Background

On April 6th, 2021 it was identified to staff that there was water leaking at centre line on Highway 11 at the intersection of Drive-In-Theatre Road. At this location there is a 150mm water main that crosses the highway to provide water to the establishments on the west side. On April 8th, 2021, excavation occurred in an attempt to repair the leak. The attempt to repair was unsuccessful as the leak appears to be in the middle of the highway. In addition, the excavation did not expose any casing for the water main. The as constructed plans indicate that there is a 62-foot casing however this casing may not have been extended when the highway was expanded.

As a result, a temporary water service was established and the water main crossing was isolated. Although the establishments on the west side of the highway have potable water for normal operations, there is no fire protection through the hydrants on the west side. The Fire Department was immediately notified and a contingency plan has been implemented in the event that a fire does occur.

On April 9th, 2021, Staff contacted a representative from the Ministry of Transportation (MTO) to obtain approval and develop a plan to perform the necessary repair. MTO indicated that an open cut method to replace the water main crossing would be possible, however traffic flow would need to be maintained.

Analysis

Staff reached out to Pedersen Construction (2013) Inc. to discuss the situation and to develop the best plan of action. As a result of the amount of traffic and the location of the current water main crossing, the best solution and most economical for the City would be a relocation of the water main crossing approximately 220m to the north utilizing a trenchless method. Pedersen’s provided staff with a proposal in the amount of \$ 158,850.00 plus applicable taxes and is attached as Appendix 01.

This proposal was discussed at the Public Works Committee and Corporate Services Committee meetings held on April 21, 2021. Both committee’s support the methodology and utilizing the Environmental Reserve to finance the project.

Therefore, it is staff’s recommendation to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Water Main Relocation – Highway 11 Crossing in the amount of \$ 158,850.00, plus applicable taxes. Appendix 02 outlines the Single Source Justification.

Relevant Policy / Legislation / City By-Law

- Safe Drinking Water Act
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- April 9th, 2021 – Consultation with MTO
- April 21st, 2021 – Public Works Committee Meeting
- April 21st, 2021 – Corporate Services Committee Meeting

Financial / Staffing Implications

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

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

This emergency project was not included in the 2021 Budget as it was an unforeseen situation. It is recommended to utilize the Environmental Reserve to finance the project as there are sufficient funds available.

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



PEDERSEN CONSTRUCTION (2013) INC.

177246 Bedard Road, New Liskeard, ON P0J 1P0

(705) 647-6223 Fax (705) 647-8851

April 21, 2021

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

Attention: Mr. Steve Burnett

Tel: 705-647-2410

E-mail: sburnett@temiskamingshores.ca

Dear Sir,

**Quotation: Highway 11 Emergency Casing and Watermain Installation
Between Station 15+850 and 15+830 on Trow Drawing #6 (May 2011)**

We hereby propose the following.

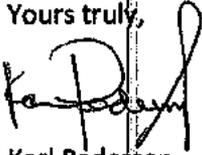
- Set up temporary construction traffic control signage and fencing.
- Mobilize equipment and horizontal directional drilling equipment (East side of Hwy.11, between Quality Inn and Holiday Inn Express).
- Daylight existing watermain and sanitary sewer on the West and East sides of Hwy.11.
- Supply and install trench box entry and exit pits.
- Supply and install approx. 45 to 50 meters of 12.75" O.D. steel casing (0.25" wall thickness) by horizontal directional drilling as per OPSD 1806.
- Supply and install approx. 45 to 50 meters of 150mm PVC Terrabrute watermain within casing c/w casing spacers and end seals.
- Connect new watermain on East side of Hwy.11 to the existing 150mm watermain c/w (1) 150mm gate valve and box to isolate the watermain within the casing.
- Extend the existing 150mm PVC DR18 watermain on the west side of Hwy.11 and connect to the new 150mm watermain exiting the casing c/w (1) 150mm gate valve and box to isolate the watermain within the casing.
- Pressure test and chlorinate the new watermain.
- Restore the existing grass areas with topsoil and seeding.
- Restore the existing disturbed granular areas with 150mm of Granular A and 600mm of Granular B, Type 1.
- Asphalt restoration by the City of Temiskaming Shores, if required.

Lump Sum = \$158,850.00

Notes:

- (1) HST Extra.
- (2) All permits and permission to enter private property by the City of Temiskaming Shores.
- (3) Completion date – August 31, 2021.
- (4) Payment Terms – 30 Days / 10% Holdback.
- (5) Acceptance period – 30 days.
- (6) To change trenchless casing installation from directional drilling to boring and jacking or pipe ramming, add \$40,000 to lump sum total.

Yours truly,

A handwritten signature in black ink, appearing to read 'Karl Pedersen', written over a horizontal line.

Karl Pedersen
President

Single / sole Source Justification

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

Requested Single/Sole Source Supplier:

Company Name: Pedersen Construction (2013) Inc.

Contact Name: Karl Pedersen

Address: 177246 Bedard Road

City: New Liskeard Prov: ON Postal Code: P0J 1P0

Phone Number: 705-647-6223 E-mail: kpedersen@pedersenconstruction.ca

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

Description of Product or Service:

Emergency relocation of a water main crossing utilizing trenchless methodology on Highway 11 in Dymond as a result of a water main leak on the current crossing.

Estimated Cost: \$

\$ 158,850.00

Complete the following checklist:

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

The required items are **proprietary to the Contractor**

A specific item is needed:

To be compatible or interchangeable with existing hardware;

- As spare or replacement hardware;
- For the repair or modification of existing hardware, or
- For technical evaluation or test.

There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)

For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

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

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

Pedersen Construction (2013) Inc. is experienced and qualified in the trenchless methodology for the necessary relocation of the water main crossing.

In addition, time is of the essence to have the relocation completed to ensure proper fire suppression is restored for the establishments on the west side of highway 11.

Therefore, it is Staff's recommendation to utilize Pedersen Construction (2013) Inc. to complete the project as it is in the best interest to the City.

Requested by: **Steve Burnett**
Department Head

January 25, 2021
Date

Reviewed by: _____
City Manager

Date

Endorsed by: _____
Council

Date

Subject: Haileybury Fire Station	Report No.: RS-010-2021
RFP Results (RS-RFP-002-2021)	Agenda Date: May 4, 2021

Attachments

Appendix 01 - RS-RFP-002-2021 Submission Summary

Appendix 02 - CGV Builders RFP Submission

Appendix 03 - Draft Agreement (**Please refer to By-law No. 2021-080**)

Appendix 04 – Addendum to RS-010-2021 (New Haileybury Fire Hall, prepared by Treasurer)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of administrative report RS-010-2021;
2. That Council for the City of Temiskaming Shores approves an increase in the 2021 Capital Budget for the Haileybury Fire Station from \$1,680,000 to \$2,513,000;
3. That Council agrees to fund the increase in the revised Haileybury Fire Station Capital Budget as follows:
 - Use \$604,895 in Gas Tax Funding for the Roads Program
 - Reallocate \$604,895 from the Roads Program to the Fire Hall project
 - Defer the New Liskeard Marina Building repairs and reallocate the own purpose revenue (\$108,000) to the Fire Hall project
 - Utilize Community Development Reserve in the amount of \$120,105 for the Fire Hall Project; and
4. That Council directs staff to prepare the necessary by-law to enter into an agreement with CGV Builders Inc. for the award of the Haileybury Fire Station Design-Build as detailed in Request for Proposal RS-RFP-002-2021, for a total upset limit of \$2,090,000 plus applicable taxes, for consideration at the May 4, 2021 Regular Meeting of Council.

Background

City of Temiskaming Shores Fire Department Station 1 in Haileybury located at 468 Georgina Avenue has been the home location of fire fighting services in Haileybury since 1923. Since that time there have been numerous changes and revisions to how fire departments operate and the requirements for health and safety of firefighters. Multiple building audits and discussion among stakeholders has determined that the building is at the end of its useful life and no longer meets the needs of the City. In 2020, the station was budgeted to be replaced with a new building to be located at 25 Rorke Avenue with a project budget of \$1,500,000. Staff and Council reviewed similar builds in neighbouring communities to determine what type of replacement facility would be needed.

With the uncertainty surrounding COVID-19, the municipality decided to defer the project to 2021 to ensure adequate cash-flow could be maintained.

During budget deliberations for 2021, the Haileybury Fire Station was again approved for replacement with an updated budget figure of \$1,680,000. This amount was an increase from the previous year of \$180,000 or 12% to account for inflation.

Staff prepared RS-RFP-002-2021 with input from multiple municipal departments as well as input from our fire department volunteers. Staff also utilized information from the Town of Powassan who recently completed a similar facility for around \$1,300,000 in 2019. The RFP was released on February 17, 2021 with a closing date of April 8, 2021. Addendum 01 was released on March 18, 2021 which, modified the closing date to April 15, 2021. Addendum 02 was released on March 29, 2021.

The RFP closed on April 15, 2021 with seven proposals being received (Appendix 01). The proposals received were, in order of opening:

1. Sunrize Overhead - \$35,820
2. Domm Construction Ltd - \$2,310,000
3. WS Morgan Construction Ltd - \$3,165,000
4. Matheson Constructors Ltd - \$3,732,000
5. Quinan Construction Ltd - \$2,821,000
6. CGV Builders Inc - \$2,060,000
7. Pegah Construction Ltd - \$4,625,113

Results from the RFP were discussed at the special meeting of the Building Maintenance Committee on April 28, 2021. The following recommendation was subsequently passed:

Recommendation BM-2021-016

Moved by: Councillor Doug Jelly

Be it resolved that the Building Maintenance Committee hereby supports the recommendations contained in Administrative Report BM-2021-04 for the construction of the Haileybury Fire Hall, using Option 1 for financing.

Carried

Results from the RFP were also discussed at the special meeting of the Protection to Persons and Property Committee on April 28, 2021. The following recommendation was subsequently passed:

Recommendation PPP-2021-021

Moved by: Councillor Mike McArthur

Be it resolved that the Protection to Persons and Property Committee hereby supports the recommendations contained in Administrative Report BM-2021-04 for the construction of the Haileybury Fire Hall, using Option 1 for financing.

Carried

Results from the RFP were also discussed at the special meeting of the Corporate Services Committee on April 28, 2021. The following recommendation was subsequently passed:

Recommendation CS-2021-025

Moved by: Mayor Carman Kidd

Be it resolved that the Corporate Services Committee supports the Haileybury Fire Hall construction project; and hereby directs staff to investigate funding sources and/or reallocation of other capital projects to offset the over budgeted costs.

Carried

Analysis

Staff completed a thorough review of the proposals received. The proposal received from Sunrize Overhead was disqualified due to being incomplete. The remaining six proposals were scored based upon the matrix that was included in the RFP. The results of the scoring were:

1. CGV Builders - 820
2. Domm Construction - 805
3. Quinan Construction - 725
4. WS Morgan Construction - 645

5. Matheson Constructors - 585
6. Pegah Construction - 400

All proposals were complete with the necessary documentation. All proposals included the components as laid out within the RFP and would meet the current and future needs of the Temiskaming Shores Fire Department. CGV Builders, scored the highest among the six reviewed bids. Their proposal is included in Appendix 02. CGV Builders is proposing a 9,300 sq ft building on a reinforced raft foundation with a single pull-through bay and two additional bays. The building would have various offices, a training room and a small mezzanine. The envelope would be a Steelway Building Systems engineered steel building.

CGV Builders schedule for construction would see working drawings being complete at the end of June and on-site work beginning at the end of August. The building would be erected in October with interior finishing to be completed in November and December. Estimated handover of the building would take place in December 2021.

The City requested three optional prices within the RFP including pricing for natural gas in-floor heating, an asphalt apron and mid-span brick cladding. CGV Builders provided the following cost estimates for these items:

1. Natural Gas In-Floor Heating: \$40,000
2. Asphalt Apron: \$15,000
3. Mid-Span Brick Cladding - \$35/sq ft. (Estimated at \$15,000)

During the review of proposals, staff considered the cost of including in-floor natural gas heating into the design. Staff are not recommending to proceed with this option.

Within the pricing provided in their bid, CGV Builders allocated for gravel only in-front of the three entrance bays of the building. It is prudent to include the \$15,000 for an asphalt apron in this location instead. This will limit the amount of loose material which will make its way into the facility and provide a more attractive look to the building. Staff are recommending to proceed with this option.

CGV Builders' preliminary design includes a canopy over the front office / main entrance to the building. It is staff's recommendation that brick cladding be incorporated into the design of this space on the newbuilding. In total there would be approximately 425 square feet of wall to be cladded with brick. This works out to approximately \$15,000 plus HST. It is staff's recommendation to move forward with this option.

In addition to the cost submitted by CGV Builders, the City will have other costs related to this project. These costs are estimated at:

1. Site Servicing to property line - \$150,000
2. Furnishings - \$60,000
3. Advocate Architect - \$50,000
4. Contingency/Change Orders - \$120,000
5. Non-Recoverable HST - \$43,000

In total, the estimated cost of this project is \$2,513,000 or an increase of \$833,000 from the currently budgeted figure.

COVID-19 has created immense volatility within the building materials market. Building material costs including lumber and steel are increasing at rates well past inflation in just a short time frame. Further, there are ongoing supply issues which necessitate shortened quotation confirmation times. In fact, Addendum 01 lowered the submission price guarantee from 60 days to 30 days due to requests by multiple bidders. Contractors are simply not able to get 60 day pricing on building materials at this point in time.

The design for this facility is based upon the same design as the recently completed Powassan Fire Hall. That project was completed by Domm Construction for \$1,300,000 in 2019. Domm Construction’s bid for our project, which is similar in both size, design and scope, was \$2,300,000.

Staff are recommending that the Haileybury Fire Hall move forward despite its increased estimated cost. There is no reasonable expectation that building material prices will fall in the short or long-term. Interest rates continue to stay at historic low-rates which lowers the cost of borrowing substantially. And, in the meantime, the current Haileybury Fire Hall does not meet current size or code requirements.

Relevant Policy / Legislation / City By-Law

- 2021 Capital Budget
- By-Law No. 2017-015, Procurement Policy

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

Current budgeted amount: \$1,680,000

CGV Builders Design-Build Bid \$2,060,000

Asphalt Apron	\$ 15,000
Mid-Span Brick Cladding	\$ 15,000
Site Servicing to Property Line	\$ 150,000
Furnishings/Equipment	\$ 60,000
Advocate Architect	\$ 50,000
Contingencies/Change Orders	\$ 120,000
Non-Recoverable HST	\$ 43,000
Total	\$2,513,000

Further financial considerations are included within the Addendum prepared by the Treasurer, specifically the how the Budget increase would be financed, which is attached and forms part of the financial analysis of this report.

Alternatives

1. The City could decide to cancel RS-RFP-002-2021 and continue to use the current Haileybury Fire Hall
2. The City could decide to award the RFP to another bidder
3. The City could re-issue the RFP with a different scope of work.

Prepared by:	Reviewed and Endorsed by:	Reviewed and submitted for Council's consideration by:
<u>"Original signed by"</u>	<u>"Original signed by"</u>	<u>"Original signed by"</u>
Mathew Bahm Director of Recreation	Steve Langford Fire Chief	Christopher W. Oslund City Manager

Document Title: **RS-RFP-002-2021 Haileybury Fire Station – Design Build**

Closing Date: **Thursday, April 15, 2021**

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

Department: **Recreation**

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

Attendees via teleconference: **705-672-2733 Ext. 774**

City of Temiskaming Shores:

Logan Belanger, Municipal Clerk	Kelly Conlin, Deputy Clerk	Mathew Bahm, Director of Recreation	Steve Langford, Fire Chief
<i>teleconference</i>	<i>K Conlin</i>	<i>M Bahm</i>	<i>teleconference</i>

Others (teleconference):

<i>Kyle Brown, TSFD</i>	<i>Matheson Constructors</i>	<i>Domm Construction Ltd.</i>
<i>Brad Hearn, IT</i> <small>TSFD</small>	<i>Pegan Construction</i>	<i>CGV Builders</i>
<i>Chris Ostlund, TShares</i> <i>(len person)</i>	<i>Quaman Construction</i>	

Submission Pricing

Bidder: *Sunrize Overhead*

Description	Amount
Lump Sum Price <i>Overhead doors only</i> (Exclusive of HST):	\$ <i>35,820.00</i>
Optional Pricing Items (Exclusive of HST):	
- Natural Gas, in-floor heating	\$
- Asphalt Apron	\$
- Mid-Span Brick Cladding on Front Wall	\$

Bidder: *Domm Construction Ltd.*

Description	Amount
Lump Sum Price (Exclusive of HST):	\$ <i>2,310,000.00</i>
Optional Pricing Items (Exclusive of HST):	
Natural Gas, in-floor heating	\$ <i>63,800.00</i>
Asphalt Apron	\$ <i>3,800.00</i>
Mid-Span Brick Cladding on Front Wall	\$ <i>21,400.00</i>

Bidder: Morgan Construction Ltd.

Description	Amount
Lump Sum Price (Exclusive of HST):	\$ 3,165,000.00
Optional Pricing Items (Exclusive of HST):	
- Natural Gas, in-floor heating	\$ 77,300.00
- Asphalt Apron	\$ 29,500.00
- Mid-Span Brick Cladding on Front Wall	\$ 26,300.00

Bidder: Matheson Constructors Ltd.

Description	Amount
Lump Sum Price (Exclusive of HST):	\$ 3,732,000.00
Optional Pricing Items (Exclusive of HST):	
Natural Gas, in-floor heating	\$ 64,000.00
Asphalt Apron	\$ 30,000.00
Mid-Span Brick Cladding on Front Wall	\$ 60,000.00

Bidder: Quinan Construction Ltd.

Description	Amount
Lump Sum Price (Exclusive of HST):	\$ 2,821,000.00
Optional Pricing Items (Exclusive of HST):	
- Natural Gas, in-floor heating	\$ 53,900.00
- Asphalt Apron	\$ 69,375.00
- Mid-Span Brick Cladding on Front Wall	\$ 15,900.00

Bidder: CGV Builders Inc.

Description	Amount
Lump Sum Price (Exclusive of HST):	\$ 2,060,000.00
Optional Pricing Items (Exclusive of HST):	
Natural Gas, in-floor heating	\$ 40,000.00
Asphalt Apron	\$ 15,000.00
Mid-Span Brick Cladding on Front Wall	\$ 35.00 /sq. ft.

Bidder: Pegan Construction Ltd.

Description	Amount
Lump Sum Price (Exclusive of HST):	\$ 4,625,113.00
Optional Pricing Items (Exclusive of HST):	
- Natural Gas, in-floor heating	\$ 180,000.00
- Asphalt Apron	\$ 44,307.00
- Mid-Span Brick Cladding on Front Wall	\$ 48,909.00

Bidder:

Description	Amount
Lump Sum Price (Exclusive of HST):	\$
Optional Pricing Items (Exclusive of HST):	
Natural Gas, in-floor heating	\$
Asphalt Apron	\$
Mid-Span Brick Cladding on Front Wall	\$

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

RS-RFP-002-2021 Haileybury Fire Station - Design
Build



CGV BUILDERS INC.

April 15, 2021

Authored by: Robert Vezeau, Vice President.
56 Connaught Avenue, Cochrane, ON P0L 1C0

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SECTION 12 - FOUNDATION DESIGN & INTERIOR WALL ASSEMBLIES

Section 1 – Understanding of the Project

On behalf of CGV Builders Inc “(CGV)” I would like to thank the city of Temiskaming Shores “(Owner)” for considering our company as your design builder for the Haileybury Fire Station project. With the help of proven local trades and suppliers the CGV team has put together a solid proposal that we view compliant with the RFP requirements and the city’s expectations. We understand that the evaluation team will likely have questions or require some clarifications during the bid review process. All such inquiries should be addressed to myself and I will provide the information as soon as possible.

Excluding only the supply & installation of the pre-engineered building itself “raw steel”, CGV has committed the rest of the required trades & materials to local reputable trades and suppliers that own and operate businesses in Temiskaming Shores.

Following award, critical path will be to start working on the site plan control agreement “(SPCA)”. Throughout this process our Architectural team will finalize the building floor plan and wall assemblies. Prior to commencing detailed working drawings CGV would expect the owner to sign off on the floor layout. With an approved floor plan the design team will work towards a full set of working drawings.

Following site plan control and layout approval, critical path will be to place the order on the pre-engineered steel building. The current market for pre-engineered steel buildings is very challenging. Steel prices are escalating weekly and lead time on the delivery of buildings is getting longer as we get close to summer. Currently, the lead time on a building following approved shop drawings is 16 – 20 weeks. As a result, if we are awarded the project in early May, I would not expect to have the building delivered to site earlier then late September or early October. The anticipated complicated turnover date is late 2021.

Following is a high-level design brief of our proposed scope of work:

General Conditions

- Architectural, Structural, Electrical, Mechanical, Civil Engineered drawings
- Site Supervision
- Temporary Facilities
- Permits & Insurance.

Site Work

- Site servicing, within property line only.
- Engineered gravel surface parking lot and entrances.
- Remove and replace curbs & gutter at Rourke avenue entrances and provide new dropped curb and gutter.
- Concrete sidewalks as noted on site plan.
- Storm water management study and work plan
- Landscaping and environmental as noted on site plan.
- Optional asphalt apron, see add on price.

Foundation

For estimating purposes, we have a preliminary design for a reinforced raft foundation, refer to section 12. Please note that once we get into detailed design, we might change our approach to a shallow type of foundation.

Masonry

See add price for option partial masonry veneer front elevation. See construction wall assembly details in section 12.

Metals & Building Envelope

CGV has been a Steelway Building systems design builder dating back to the early 1980's. Together with Steelway CGV has successfully completed many design build projects across northern Ontario. For more information on Steelway building systems visit www.steelway.com

The inside face of the exterior wall and ceiling will be skinned with a 29 gage metal liner. The building envelope assemblies will be designed to satisfy the OBC energy efficiency requirements.

Doors & Windows, Interior Finishes

Doors and frames will be designed of hollow metal. Windows will be aluminum and glazing. Overhead doors will be power operated. Wheelchair accessible power operators included for main entrance and universal washroom.

Refer to section 12, wall assemblies. Bathroom partitions and washroom accessories as required by code.

Equipment, Furnishing, Special Construction, Conveying Systems

Not included in this proposal.

Mechanical

Complete engineered certified plumbing and HVAC scope of work has been carried in our proposal in compliant to the RFP.

A detailed scope of work will be provided upon request.

Electrical

Complete electrical scope of work has been carried in our proposal that includes but not limited to the following:

Lighting:

- Apparatus Bay 24 LED High Bay light
- Offices / hallways etc... 48 led flat panel light
- 8 -exit light
- 10 -remote heads
- Total 25 lighting sensor switches
- 8-outdoor lights on building
- 2- pole lights (2 heads)
- 1- pole light (1 head)

Power, Service & Distribution

- 4- door openers
- 1- Handicap washroom
- 6 -outside plugs
- 105 -120volt receptacles location as per owner
- Data as directed by owner
- 200amp single phase service
- 22/19.5 kw standby generator
- Automatic transfer switch
- Lithonia lighting package
- Wiring to ESA standards
- ESA permit / inspection
- Telecommunications system conduits &

Bobby Vezeau, P.Eng
Vice President



Tel: [REDACTED]

Cell: [REDACTED]

Fax: 705-272-3453

Email: [REDACTED]

Website: www.cgvbuilders.ca



Section 2 - Management Team

Section 3 – Similar Projects

The management team proposed for this assignment would include the following team members:

Management

- Robert Vezeau, P.Eng. – Design & Construction Manager
- Michel Brousseau, Architectural Technologist (M.A.A.T.O) – Project Manager
- Joel Vezeau, PQS, CET, Project Coordinator
- Eric Vezeau, P.Eng. – Project Administrator

Robert Vezeau, P.Eng. – Design & Construction Manager

Robert is a Professional Engineer licensed in the Province of Ontario and is the Design & Construction Manager for the CGV team. As Design & Construction Manager, Robert leads the project team and controls the project schedule, budget, and performance to ensure that every project is delivered within acceptable timelines. He is responsible for keeping up with industry trends. Driven by industry standards and financial values, he is forward thinking with vast experience in residential, commercial, institutional, and industrial sectors. In his executive role, Robert has extensive knowledge of construction and engineering principles, practices, and theories in the construction industry.

Michel Brousseau, Architectural Technologist (M.A.A.T.O) - Project Manager

Michel is an architectural technologist with 15 years of experience as a project manager and team lead in the architectural and construction sectors. Michel is a well-versed professional in his field and provides leadership and guidance to the construction management team. As Project Manager, he leads the project team and controls the project schedule, budget, and performance to ensure acceptable project delivery.

Michel's technical background, written and oral communication skills are key components that contribute to his excellent track-record of successful project delivery. His practical approach to project management and profound understanding of the various principles of design, construction and building methods are indispensable to the construction team.

Joel Vezeau, PQS, CET – Project Coordinator

Joel is a Professional Quantity Surveyor licensed in the Province of Ontario and a Certified Civil Engineering Technologist. As Project Coordinator for the CGV team, Joel's duties include the coordination

and management of supervisors, workforce, sub-trades, managing the procurement and delivery of building materials and equipment, and preparing/managing CCO's, CCN's, RFI's, etc. He is responsible for creating and maintaining weekly tracking of baseline versus actual construction schedules, anticipating short comings, and reporting to the Project Manager. Joel also maintains purchase orders documentation and updates the project budget.

Eric Vezeau, P.Eng. – Project Administrator

Eric is a Professional Engineer licensed in the Province of Ontario and is a Project Administrator for the CGV team. As Project Administrator, he is responsible for the overall coordination and preparation of contractual documents and communications for construction projects. He is also responsible for coordinating and managing our quality assurance program. Eric negotiates and issues subcontracts and major purchase orders to reach cost affective agreements and monitors their progress and schedule. His role as Project Administrator also consists of coordinating training for workers requiring specialized licenses and certifications, including determination of safety procedures for specific tasks, handling of dangerous goods, etc.

Section 3 – Qualifications, Expertise, Similar Projects

Over the past few years, CGV Builders has successfully delivered a multitude of design-build projects across Northern Ontario – all of which were completed on time, and on budget (generally in a fixed-price, turn-key fashion). Several of these design-build projects are similar in size and in nature to the proposed Haileybury Fire Station in Temiskaming Shores (i.e., pre-engineered steel buildings, commercial garages, etc.) Below is a short list of similar design-build project completed in the past three years:

- Lillabelle Lake Aircraft Hanger (4,800 sq.ft pre-engineered steel building), 2020 – Cochrane, ON
- Certarus Office & Garage Building (6,200 sq.ft pre-engineered steel building), 2020 – Timmins, ON
- The Bucket Shop Phase II (Two - 11,000 sq.ft pre-engineered steel buildings), 2020 – Timmins, ON
- Georgia Pacific Vacuum Truck Garage (1,000 sq.ft pre-engineered steel building), 2017 – Englehart, ON
- Mill-Ore Industries Fabrication Shop (2,500 sq.ft pre-engineered steel building), 2017 – Timmins, ON

In addition to the above, we would like to highlight a few recent projects that were completed using a design-build approach - where CGV Builders was the Prime Consultant.

Project No. 1: The Bucket Shop – Office and Fabrication Shop



Location: Timmins, ON
Client: The Bucket Shop
Completion Date: January 2017
Project Type: Design-Build (CGV Prime Consultant)

CGV Builders was retained by The Bucket Shop to design and build an office / research and fabrication facility ("the Facility"). The Bucket Shop is a Timmins,

Ontario based bucket repair and manufacturing company that produces specialty buckets for excavators, scoop trams, etc. for the mining industry.

The Facility is a 12,000 square-foot office building with an attached 65,000 square-foot fabrication shop. The office building is a wood framed structure, and the fabrication shop is a **pre-engineered steel building**. The new fabrication shop contains nine overhead cranes ranging from 15 to 75 tons, a heavy bay (to accommodate large rock trucks weighing approximately 130,500 kg), several welding stations and fifteen pieces of metal fabrication equipment; the largest consists of a 62,000-kilogram hydraulic press brake with an output capacity of 780 tons.

Project No. 2: Peter Sutherland Sr. Hydroelectric Development Project – Powerhouse Building & Auxiliary Buildings



Location: New Post Creek, ON
Client: Kiewit/Aecon Partnership
Completion Date: February 2017
Project Type: Design-Build (CGV Prime Consultant)

CGV Builders was retained by Kiewit / Aecon to design and build a powerhouse building (“the Facility”) as part of the Peter Sutherland Sr. Hydroelectric Development project for Ontario Power Generation and Taykwa Tagamou Nation. The contract also included the design and

construction of a spillway intake building, an intake gate hoist building, and an electrical service building.

The Facility is a 12,000 square-foot structural steel building that houses two 14 MW horizontal axis water turbines, two synchronous generators and a 100-tonne overhead crane. The turbines use a portion of the water flowing down New Post Creek to generate electricity by moving water 250 meters through a penstock to the powerhouse building located on the edge Abitibi River. The intake gate hoist building is an 800 square-foot structural steel building with a removable roof hatch. The spillway intake building, and the electrical service building are both 600 square-foot in size and consist of metal stud framing for the walls and roof.

Project No. 3: Super 8 Hotel



Location: Moosonee, ON
Client: Complex RE Partnership (Division of Moose Cree Group of Companies)
Completion Date: September 2020
Project Type: Design-Build (CGV Prime Consultant)

CGV Builders was retained by Complex RE Limited Partnership (Division of Moose Cree Group of Companies) to design and build a new 40-room hotel (“the Hotel”) in Moosonee, ON. The Hotel is part of the Super 8 brand chain

of hotels by Wyndham Hotels & Resorts – Moosonee.

The Hotel is a 26,000 square-foot two storey wood framed building that offers 40 suites, and features several amenities including a modern foyer, a boardroom, and a breakfast area with kitchen. The hotel is centrally located and is the first of its kind in the community.

Section 4 – Preliminary Schedule

Should we be successful with our submission the CGV has the capacity and resources to keep up with the following schedule:

- | | |
|--|-------------------------------|
| - Mid-April | Submission |
| - Late April | Evaluation period |
| - Award | Early May |
| - Pre-Engineered Steel Building Order | Early June |
| - Working Drawings | End of June |
| - Shop Drawings / Procurement | July – August |
| - Mobilization | Mid-August |
| - Foundation & Site Grading | Mid-August – End of September |
| - Pre-Engineered Steel Building Erection | Month of October |
| - Interior Finishing | November and December |
| - Hand over | Before Christmas 2021. |

Section 5 – Form of Quotation





Form of Quotation

City of Temiskaming Shores RS-RFP-002-2021

Haileybury Fire Station – Design Build

Each Submission should contain the legal name under which the Proponent carries on business, telephone number and email address, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all documentation, materials and labour as are required to satisfy this Request for Proposal.

Description	Amount
Lump sum price for completion of required work as outlined in RFP (Exclusive of HST)	\$ 2,060,000.00

+ HST

Optional Pricing Items (Exclusive of HST)	
Natural Gas, in-floor heating	\$ 40,000.00
Asphalt Apron	\$ 15,000.00
Mid-Span Brick Cladding on Front Wall	\$ 35 / sqf .00

We/I, CGV Builders Inc.

(Registered Company Name/Individuals Name)

Of, 56 Connaught Avenue, Cochrane, ON P0L 1C0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 272-5404

Email Address [REDACTED]



Bidder's Authorized Official:

Robert Vezeau

Title:

Vice-President

Signature:

Date:

April 8-2021

Section 6 – List of Proposed Sub- Contractors





City of Temiskaming Shores
RS-RFP-002-2021
Haileybury Fire Station – Design Build

List of Proposed Sub-Contractors

Name	Address	Component
Helm & Sons Mechanical	[REDACTED]	Mechanical
Pedersen Construction		Civil
G. Belanger Construction		Architectural
Licop Electric		Electrical
CGV Builders Inc		Masonry
Steelway		Pre Engineered Steel Building
BB Gunn Contracting		Building Erector

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

Signed by Company Official

Robert Vezeau

Printed


 Signed

Section 7 – Non-Collusion Affidavit





City of Temiskaming Shores
RS-RFP-002-2021
Haileybury Fire Station – Design Build

NON-COLLUSION AFFIDAVIT

I/We Robert Vezeau the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

The price or prices quoted 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.

Signed



Company Name

CGU BUILDERS INC.

Title

Vice President

Section 8 – Conflict of Interest Declaration





City of Temiskaming Shores
RS-RFP-002-2021
Haileybury Fire Station – Design Build

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

NA

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

Dated at Cochrane, ON this 15th day of APRIL, 2021.

FIRM NAME:

C6U BUILDERS INC.

BIDDER'S AUTHORIZED OFFICIAL:

Robert Vezeau

TITLE:

Vice President

SIGNATURE:

Section 9 – Proof of General Liability Insurance

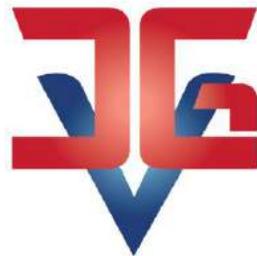


Section 10 – Quality Assurance Plan



Quality Assurance Plan

(CGV Builders Design-Build Projects)



1.0 Introduction

The information, templates and examples provided in this dossier represent a Quality Assurance Plan (“**QAP**”) developed by CGV Builders (“**CGV**”) and for a typical design-build construction project.

The QAP will be revised and modified at the outset of each project to ensure that the work is completed in compliance with the project specific quality requirements of the Client and other project shareholders.

This dossier outlines the practices and procedures that CGV Builders and affiliated subcontractors / suppliers will undertake for all design activities, fabricating operations, construction processes, preparation of documents and inspections / testing with regard to quality control.

The QAP and all related documents will be maintained and revised for the duration of the project; as applicable.

2.0 Quality Policy

The CGV team is committed to quality excellence and will consistently strive to provide services that surpass client expectations. Project success will be guaranteed through knowledge, experience, strong relations with subcontractors / suppliers, use of best industry practices and a safe work environment for our employees and all those that could be affected by our actions. Quality is a requirement, not only in the final product, but in our relationships with clients and business partners.

3.0 Project Quality Control Implementation

3.1 Scheduling and Work Planning

3.1.2 Pre-Construction Meeting

A pre-construction meeting will be held on a date, time and location that has been mutually agreed upon by the Client, CGV and all other parties involved in the construction of the project.

The meeting will outline key elements of the project and will establish the necessary roles and responsibilities of all participating parties.

Critical items to be discussed will include, but not limited to:

- establishing construction phase procedures,
- identifying project milestones,
- determining the work that will require inspections and / or testing, including hold points,
- establishing lines of communication,

- forming key contacts,
- reviewing project schedules and submittal requirements,
- discussing existing site conditions and identifying potential safety concerns,
- creating / documenting formal meeting minutes.

3.1.3 Work Plans

A detailed work plan will be prepared for each major project task. The work plan will describe the proper procedures that must be undertaken to achieve a compliant outcome. Work plans will be completed no later than one week prior to the pre-activity meeting and will consist of a work sequence, a list of materials, a safety plan, a list of activity milestones, a sign-off checklist, a list of required inspections and / or testing and a thorough description of the responsibilities for all parties involved. Work plans will be revised and modified as required throughout the project.

A sample work plan is included in Appendix A of this QAP.

3.1.4 Work Plan Sign-Off Checklist

A sign-off checklist will be included at the end of each work plan. The field crew quality representative will sign-off on each checklist item to confirm that all tasks that are specified in the work plan have been completed. A copy of each work plan sign-off checklist will be returned to the CGV head office for review and documentation.

3.1.5 Pre-Activity Meetings

Pre-activity meetings will take place 24-hours prior to the start of each new activity. The intent is to communicate the details and procedures that are specified in the activity's work plan. Attendees shall include the project superintendent and / or supervisor, the quality assurance officer and all CGV employees and sub-trades that will participate in the activity. The project superintendent or supervisor will be responsible for coordinating and leading pre-activity meetings.

3.1.6 Weekly Schedules

Weekly schedules will outline the planned project activities for the upcoming two-week period. The schedules will be prepared in Gantt chart format. The schedules will be communicated to the project team during weekly progress meetings. Typical information can include planned work for the upcoming period, identifying new activities, upcoming pre-activity meetings, required hold points and / or inspections, among others. All revisions to the weekly schedule will be promptly communicated to all parties and a revised copy of the schedule will be circulated.

The Client will be notified well in advance of all weekly progress meetings. A sample weekly schedule is included in Appendix A.

3.1.7 Job-Forecasting

Project quality management personnel will meet regularly to examine the schedule and discuss future activities that could potentially result in setbacks to the project. These can include construction activities, deliverables, inspections, and others. Preparatory actions and procedures will be determined in order to mitigate the risk of complications or delays to the project schedule.

3.2 Inspection and Testing

3.2.1 Inspection and Test Plans (ITP)

An Inspection and Test Plan (“ITP”) will be prepared for all major activities performed by CGV and collaborating sub-trades throughout the duration of the project. ITP’s will identify the elements within an activity that require inspection, confirmation and / or verification before initiating subsequent work activities. Key components of the ITP include date / time of the inspection, inspector name with credentials, type of inspection / test, inspecting / testing procedure requirements, acceptance criteria, cause of rejection, commentary on results, corrective actions required and reference drawings / specifications. ITP’s will ensure that all work is completed in accordance with project standards, specifications, and applicable codes.

A sample ITP is included in Appendix A.

3.2.2 Daily Quality Report

Daily Quality Reports will be completed by the project Quality Assurance Officer and will be used to summarize the work performed on-site and outline the observations that pertain to quality control. Other items can include weather/site conditions, inspections, deliveries and a list of sub-trades performing work on-site. A sample daily inspection report is included in Appendix A.

3.2.3 Witness Point

A witness point is an identified point during the execution of the project that may require a consultant and/or a licensed professional engineer to review, witness or inspect the process of work. The succeeding activities after witness may proceed and no approval is required.

All preliminary witness points for this project have been established and are listed in Appendix A.

3.2.4 Hold Points

A hold point is a mandatory verification point during the construction phase that requires the approval of a consultant, a licenced professional engineer or a municipality inspector in order to proceed with the succeeding activity. Once the quality of the completed work has been verified and approved, the hold is released by means of inspection request approval.

All preliminary hold points for this project have been established and are listed in Appendix A.

3.2.5 Inspection Request

An inspection request will be submitted to the appropriate professional no less than 3 days prior to attaining a hold point. In the event that corrective actions are required following an inspection, the instruction to rectify will need to be addressed/released within a 3-day maximum turnaround period. This turnaround period is required to avoid any significant delays to the project schedule.

3.2.6 Substantial Inspection

As soon as the contractor believes substantial completion has been achieved, they may apply for a Substantial Inspection. This inspection conforms to the Construction Lien Act and requires all Life Safety Items and a 97% completion (more information in the Act). This will begin the process for holdback release.

3.3 Receipt of Material

3.3.1 Material Receipt Verification Form

The overall condition of the materials delivered to the construction site will be visually assessed in order to confirm that they are compliant based on material specifications.

The assessment results will be documented in a Material Receipt Verification Form along with field notes and other pertinent information. Material characteristics that can be examined include: appropriate dimensions, quantities, overall condition, special features and markings, among others. Any non-conforming material will be handled as instructed in Section 4.3.5.

A sample Material Receipt Verification Form is included in Appendix A.

3.3.2 Storage of Material

All material will be stored in an environment that will ensure that the preservation of its quality and integrity is maintained. On-site material storage areas will be coordinated with the Client and storage methods/procedures shall conform to manufacturer recommendations and industry standards. Stored material will be re-verified prior to use in order to ensure the condition coincides with the information described in the Material Receipt Verification Form.

3.3.3 General Procurement

A schedule listing all key delivery dates for the project will be available on the CGV Builders electronic document management system and will be revised as necessary.

3.3.4 Non-Conforming Work or Material

All work and material not conforming to contract requirements will be identified and mitigation procedures will be established. The subject matter will be documented in a Non-Conformance Report.

3.3.5 Non-Conformance Mitigation Procedures

The non-conformance work and/or material rectification process is as follows:

1. Non-conforming work and/or material are identified,
2. A Non-Conformance Report is issued and is accompanied with commentary and a proposed resolution,
3. Client to approve or reject the proposed path forward,
4. In the event of a rejected proposal, both parties shall collaborate until an acceptable resolution is mutually agreed upon,
5. The approved resolution is executed,
6. Required inspections are performed.

3.3.6 Preventive Action Process

The preventive action process involves identifying the source of non-conforming work and establishing guidelines that will help prevent similar situations from occurring in the future.

3.4 Continual Improvement of Quality Management System

CGV Builders have established programs such as management reviews and quality audits that aim to continuously improve the effectiveness and efficiency of the quality management system. Quality management personnel is responsible for ensuring that all employees and subcontractors are aware of the importance of continuous improvement and are actively engaged in its implementation with regard to the performance to the work.

3.5 Site and Safety Issues

3.5.1 Health and Safety Policy

CGV Builders is committed to protecting the health and safety of all employees. To achieve this, our employees are required to work in a safe manner and are responsible for reporting any unsafe/unhealthy conditions to their supervisors, co-workers, Health and Safety Representative.

Management is responsible for ensuring that appropriate steps have been taken to control or eliminate all potential hazards and to ensure that safe and healthy work conditions are maintained throughout our work facilities.

Any contractors/subcontractors hired to perform work or to provide a service to CGV Builders is responsible for ensuring that their workers work in compliance with the regulations specified in the Occupational Health and Safety Act and any other legislation relating to the work/services being provided.

The CGV Builders Health and Safety Manual is included in Appendix A.

4 Quality Documentation

4.2 Document Management System

All project documentation including the items stated in Section 4 will be electronically stored/maintained by CGV Builders and made accessible to the Client. The web-based document management system that will be employed is Dropbox.

4.3 Retention of Documents

All quality related documents for this project will be retained for a period of 7 years following substantial completion. This includes both electronic and hard copy documents.

4.4 Shop Drawings

Shop drawings that require submission, review and approval will be specified in the Shop Drawing Management Schedule. The schedule can be accessed using the online document management system described in Section 5.1 and its content will be revised as required. A sample Shop Drawing Management Schedule is included in Appendix A.

4.5 Quality Control Turnover Package

A complete package of all quality management plan forms and reports will be assembled and bound. This package will include, but is not limited to; ITP's, Work Plans, Daily Quality Reports, Non-Conformance Reports, etc.

4.6 Close Out Documents

A complete package of all administration items will be compiled and bound. The package will include, but is not limited to; as-built drawings, permits, maintenance manuals, specifications, etc.

5 Communications

5.2 Internal Communications

Effective communication practices within the CGV Builders management team will be ensured through weekly team meetings. These meetings will cover overall project objectives and risk assessments. Daily conference calls with the site superintendent are essential for daily activities. Email correspondence will be documented and stored in directories accordingly.

5.3 Client Communications

Client communications will be maintained throughout the duration of the project. Continuous communication efforts will be ensured through regular coordination meetings on-site and at management level to discuss project concerns. Weekly conference calls will be implemented to ensure roll out of project. Substantial meetings can be arranged if the client or contractor deems appropriate for emergency items.

6 Quality Management Personnel

The responsibilities and authorities of key quality management personnel are defined in the following sections.

6.2 Quality Management Organizational Chart

All CGV Builders quality management personnel described in Section 7.0 are listed in the name-specific organizational chart in Appendix A. Each position is accompanied with relevant qualifications.

6.3 Quality Manager (QM)

The Quality Manager is responsible for the overall management and coordination of all quality control activities performed by or on behalf of CGV Builders. Qualifications are attached in Appendix A. QM responsibilities and authorities:

- Ensure that the Quality Assurance Plan is implemented and maintained.
- Ensure that quality management personnel responsibilities and authorities are communicated and understood.
- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.
- Identify the activities and processes that require ITP's, work plans, hold points etc. and develop/implement these documents.
- Coordinate with quality assurance officer to ensure that ITP's are scheduled and performed.
- Manage and coordinate all activities related to the quality of material fabrication, material delivery, material assembly/erection and all required inspections and testing.
- Develop mitigation procedures for all non-conforming work and/or material.
- Establish all hold points and witness points for the project.
- Provide all necessary resources to meet initial quality objectives.
- Responsible for approving and storing all documents pertaining to quality control.
- Main point of contact for all quality related inquiries.

6.4 Quality Assurance Officer (QAO)

The Quality Assurance Officer is responsible for overseeing day-to-day operations on the construction site and ensuring that quality standards are met. Qualifications are attached in Appendix A. QAO responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Participate in pre-activity meetings and communicate the ITP's that will be performed for the activity,
- Collaborate with project superintendent/supervisor with regards to weekly scheduling to ensure quality control requirements are met.
- Contribute quality related elements to all required project work plans.
- Ensure ITP's are performed and documented,
- Responsible for assessing non-conforming work and material and preparing a Non-Conformance Report accompanied with mitigation procedures.
- Submit inspection requests prior to attaining hold points,
- Coordinate and facilitate the quality assurances of all manufacturers, expeditors and sub-trades.

6.5 Engineering Manager (EM)

The Engineering Manager is responsible for managing activities related to the overall design of the project. Qualifications are attached in Appendix A. EM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Manage operations of civil, structural, mechanical and electrical departments,
- Establish working relationship with the client on matters relating to design,
- Responsible for assuring that all required engineering inspections are performed and approved by qualified personnel.

6.6 Project Manager (PM)

The Project Manager is responsible for the overall planning, coordination, control and execution of the project. Qualifications are attached in Appendix A. PM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Manage all operations related to the execution of the project,
- Prepare and maintain project schedule,
- Collaborate with quality manager to develop mitigation procedures for non-conforming work and/or material,
- Develop a list of activities that will require a pre-activity meeting,
- Main point of contact for all project related inquiries.

6.7 Site Superintendent/Supervisor (SS)

The Site Superintendent/Supervisor is responsible for overseeing all on-site operations and controlling the short-term schedule. SS Qualifications are attached in Appendix A. SS responsibilities and authorities:

Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.

- Coordinate quality related inspections with daily operations performed by CGV Builders and sub-trades.
- Prepare Daily Quality Reports,
- Schedule and lead pre-activity meetings.
- Develop and distribute weekly schedules that outline project activities for the following two week period.
- Control and maintain short term scheduling of the project.
- Ensure that sub-trades/suppliers are provided with the most recent set of drawings and project specifications.
- Submit inspection requests prior to attaining hold points,
- Ensure subcontractor field operations meet project quality objectives,
- Verify the overall condition/characteristics of all material delivered on-site and confirm that storage areas are suitable. Document this information in a Material Receipt Report,
- Responsible for subcontractor coordination.
- Promptly communicate on-site issues and all non-conforming material and work to quality management personnel.
- Responsible for timely submitting inspection requests.
- Main point of contact for all on-site inquiries.

6.8 Project Administrator (PA)

The Project Administrator will control, maintain and coordinate all contractual and project related documentation for the entire project. The PA will correspond with the Project Manager and the Quality Assurance Manager on a day to day basis to ensure project administration activities are in compliance with the Quality Management Plan. Qualifications are attached in Appendix A. PA responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Maintain the document management system,
- Responsible for processing project documents,

- Expedite flow of project communication and deliverables,
- Main point of contact for all administration related inquiries.

6.9 Manufacturing Manager (MM)

The Manufacturing Manager is responsible for managing daily operations and performance of the manufacturing facility. Qualifications are attached in Appendix A. MM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.
- Oversee the manufacturing process of materials and ensure that they meet design, quality and safety requirements.

6.10 Quality Control Inspectors (QCI)

Third party Quality Control Inspector's are responsible for performing required inspections during all phases of the project. Qualifications are attached in Appendix A.

QCI responsibilities and authorities:

- Perform all required ITP's and prepare related documentation,
- Recognize non-conforming work and/or material and promptly inform CGV quality management personnel.

6.11 Expediter

The Expediter is responsible for the safe and timely transportation of materials to the construction site. The expediter's responsibilities and authorities:

- Ensure that materials are delivered in-line with the project schedule.
- Ensuring the safe transportation and surveillance of materials.
- Verify that shipment contains appropriate materials and quantities.

Section 11 – Presentation Drawings

The presentation drawings issued as part of this proposal represent an illustration of the entire potential development. Our base bid includes for only the items referred to in the request for proposal. Our base bid does not include for any asphalt or concrete curbs and sidewalks for the parking lot and entrances. We have included for some concrete sidewalks along the building for wheelchair accessibility.

SECTION 2.1.

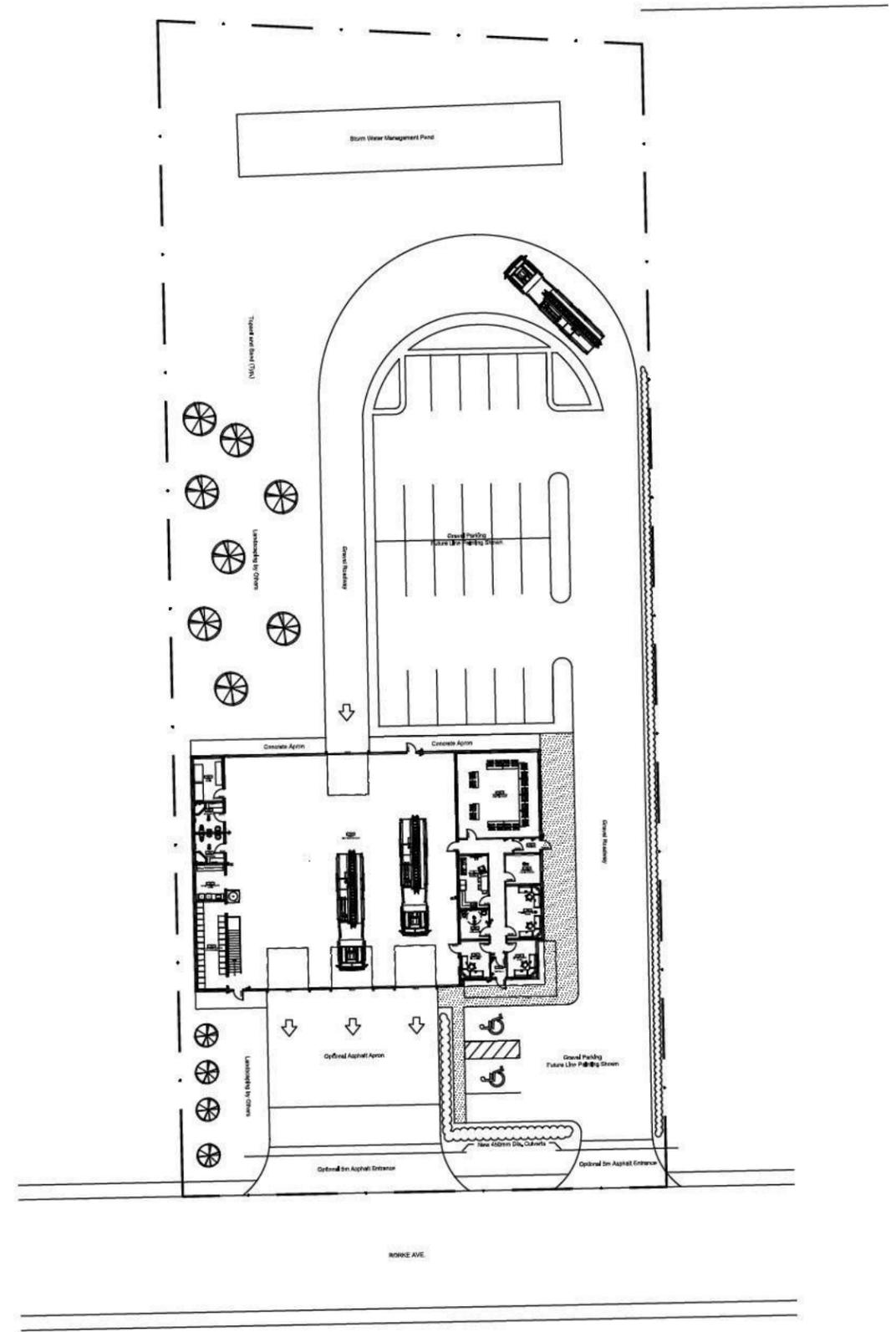


Aerial Axonometric View

SECTION 2.2.

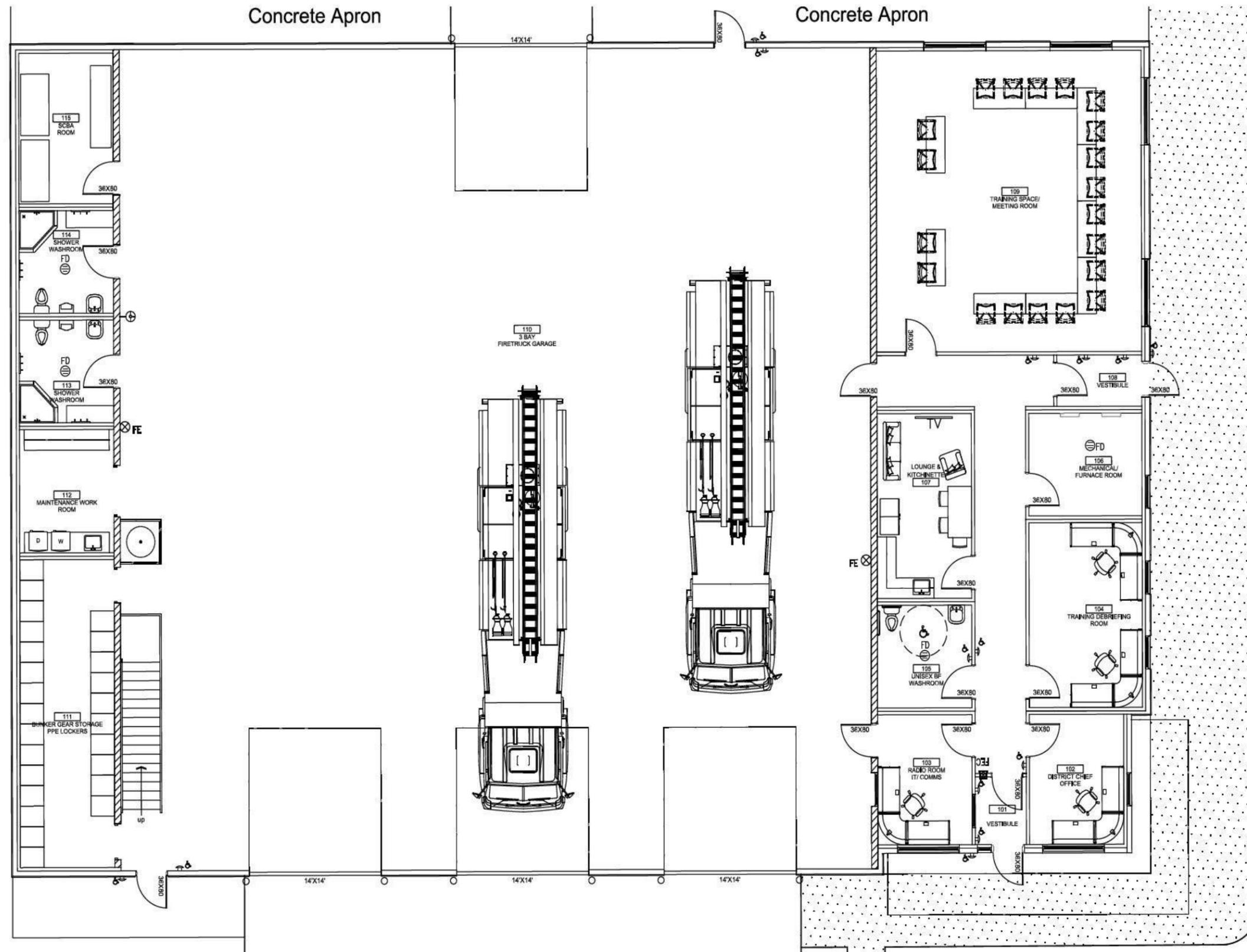


Site Context



Architectural Site Plan

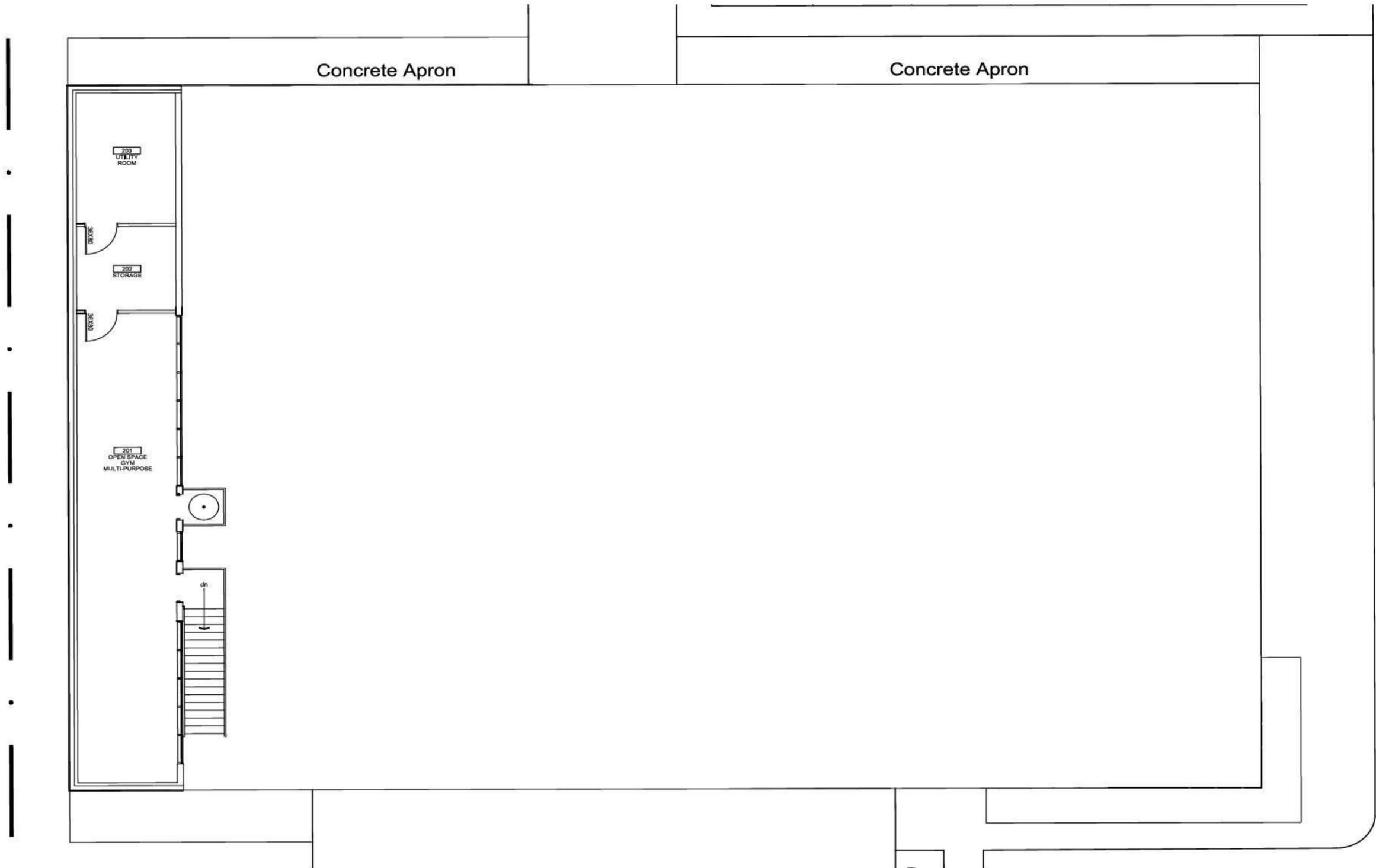
SECTION 2.3.



Gravel Roadway

Architectural Level 100 Plan





Architectural Level 200 Plan



SECTION 3.1.



Main Entrance Perspective

SECTION 3.2.



Front Perspective



Front Elevation

SECTION 3.3.



Main Entrance Close-up



Rear Entrance Perspective

Section 12 – Foundation Design & Interior Wall Assemblies



RS-RFP-002-2021 Haileybury Fire Station - Design
Build



CGV BUILDERS INC.

April 26, 2021

Authored by: Robert Vezeau, Vice President.
56 Connaught Avenue, Cochrane, ON P0L 1C0

Clarifications #1

1. There is no mechanical information provided in the submission. Are you able to provide the detailed scope of work as indicated in the submission?

HVAC - Office / Meeting room Area

- Ruud U96V 80,000 BTU Nat Gas furnace with 2 stage burner and VS fan 1-Ruud RA16 4 ton A/C with cased coil and refrigeration piping
- Supply air duct system with lay-in ceiling diffusers and ceiling cavity for return as per HVAC duct design.
- Econet WIFI thermostat
- 1-Fantech Hero200 HRV (energy star) 1-Fantech Ecotouch control
- 1-HRV duct system
- Dryer vent to exterior

HVAC -Locker , Showers ,SCBA room

- 1-Fantech Hero200 HRV
- 1-Fantech Ecotouch control
- 1-HRV duct system

HVAC - General

- Natural Gas piping system from meter location to service furnace, boiler, water heater and, generator
- Vehicle Exhaust Gas System not included.

HVAC - Hydronic Heat system ***OPTIONAL*** Refer to add on price.

- 1-Navien NFB-175 High Efficiency wall hung boiler with outdoor reset
- In-floor heat system for SCBA room, washrooms, maintenance room and locker room as per HVAC Hydronic design
- 1-Hydronic baseboard heater system upper floor - each heating zone controlled by individual thermostats
- 40 Gal Indirect fired water heater to service bathrooms and laundry - glycol additive for freeze protection

PLUMBING

Rough-in and completions for the following fixtures

- 3-Proflow comfort height toilets
- 1-Proflow urinal with auto flush valve
- 3- Proflow china drop-in basins with Moen faucet
- 2-Longevity A38NA Neo angle shower with pivot door and Moen pressure balance faucet
- 1-Kindred Single Bowl stainless steel kitchen sink with Moen single lever faucet 1-Oatey recessed washer box with water hammer arrestor
- 1-Mop sink and faucet
- Laundry sink and faucet
- All DWV piping as per code.
- Water service /meter piping L copper
- Fixture distribution piping PEX
- Pipe insulation as required.

PLUMBING - Specialty Items

- 1-Rheem 40 gal power vent Nat Gas water heater to service kitchen and unisex washroom
- 1-Uline H-5101 Guardian Emergency Shower / Eyewash Station
- Zurn oil interceptor to intercept apparatus bays trench drains.
- Interior water hydrant for pumper and tanker filling
- 1-Exterior water hydrant for filling fire and public works vehicles 2-General purpose exterior frost proof hose bibbs
- 4-General purpose interior hose bibbs in apparatus bays
- Pump chamber and sewage pump for force main connection not included.

2. **On one of your layouts of the proposed site it indicates there will be a storm water management pond at the back of the property. Was this for illustrative purposes only or has some consideration already been given for how storm water will be managed on the property?**

Our proposal includes for the design and construction of a storm water management system. We haven't performed a detailed design but our intentions are as follows:

- Supply & install 100m³ capacity storm water management pond at the west side of the property draining to south and north lot line swales.
- Supply & install two 450mm diameter entrance culverts to provide drainage from the north lot line swale to the existing ditch inlet catch basin at the southeast corner property line.
- Clean out existing property swales to ensure positive drainage to the southeast ditch inlet catch basin.

3. You have proposed a reinforced raft foundation and indicated that may change as more detailed design is conducted. What is the estimated likelihood that this will be the case? Have you utilized this foundation type for similar past projects? What kind of budget change would be expected if the foundation type changed?

The proposed raft foundation will be our approach. We have used this type of foundation many times and consider it a proven system. Once we get into detailed design if for some reason, we must consider a shallow type of foundation it will come at no additional expense to the project.

4. Please provide detailed cv's for the four members of the project team as listed in Section 2.

CV's attached.

5. The quality assurance plan in section 10 refers to a number of documents in appendix A which doesn't appear to be included. Can you include that appendix for review?

Updated Document attached.

6. Is there anything not included in the original submission that would help us in our review?

Missing was the detailed HVAC and Plumbing scope of work. At the time of closing, our local mechanical contractor had to take some time off work for personnel reasons which is why our original submission was missing HVAC & Plumbing details.

If there are any other questions, or concerns with our original proposal please let know and we'll provide additional information or clarifications.

Regards,

Bobby Vezeau, P.Eng
Vice President



Tel: [REDACTED]

Cell: [REDACTED]

Fax: 705-272-3453

Email: [REDACTED]

Website: www.cgvblders.ca

| 4/26/2021

Quality Assurance Plan

(Template - Design Build Projects)



1.0 Introduction

The data, information and examples portrayed in this dossier represent a Quality Assurance Plan developed by CGV Builders and prepared for review by the Client as it relates to the Design Build Project.

The Quality Assurance Plan has been established to ensure the project is completed in compliance and conforms to every aspect of the quality requirements described in the contract documents.

This manuscript outlines the practices and procedures that CGV Builders and affiliated subcontractors/suppliers will employ for all; design activities, fabricating operations, construction processes, preparation of documents and inspections/testing, with regard to quality control.

The Quality Assurance Plan and all related documents will be maintained and revised for the duration of the project, as applicable.

2.0 Reference Documents

The following documents were compiled and utilized in the creation of this Quality Assurance Plan:

- TBD

3.0 Quality Policy

The CGV team is committed to quality excellence and will consistently strive to provide services that surpass client expectations. Project success will be guaranteed through; knowledge, experience, strong relations with subcontractors / suppliers, use of best industry practices and a safe work environment for our employees and all those affected by our actions. Quality is a requirement, not only in the final product, but in our relationships with clients and business partners.

4.0 Project Quality Control Implementation

4.1 Scheduling and Work Planning

4.1.2 Pre-Construction Meeting

A pre-construction meeting will be held on a date, time and location that has been mutually agreed upon by; the Client, CGV Builders and all other parties involved in the construction of the design-build project.

The meeting will outline key elements of the project and will establish the necessary roles and responsibilities of all participating parties.

Critical items to be discussed include, but not limited to:

- establishing the construction phase procedures,
- identifying project milestones,
- work requiring inspections including hold points,
- lines of communication,
- forming key contacts,
- schedules and submittal requirements,
- site and safety issues,
- creation of formal Meeting Minutes on a recorded and documented basis,
- follow-up actions to be established and monitored during the project.

4.1.3 Work Plans

A detailed work plan will be prepared for each major project activity and will describe the procedures required to achieve a compliant outcome. Work plans will be completed no later than one week prior to the pre-activity meeting and will consist of, but are not limited to: a work sequence, a list of materials, a safety plan, a list of activity milestones, a sign-off checklist, a list of required inspections and a thorough description of responsibilities for all parties involved. Work plans will be modified and revised as required.

4.1.2 Work Plan Sign-Off Checklist

A sign-off checklist will be included at the end of each work plan. The field crew quality representative will sign-off on each checklist item confirming that all tasks specified in the work plan have been completed and meet requirements.

4.1.3 Pre-Activity Meetings

Pre-activity meetings will take place 24-hours prior to the start of each new activity. The goal is to communicate the details and procedures specified in the work plan. Attendees may include: the project superintendent/supervisor, the quality assurance officer and all CGV employees and sub-trades required to complete the activity. The project superintendent/supervisor will be responsible for coordinating and executing the pre-activity meetings.

4.1.4 Weekly Schedules

Weekly schedules will outline the planned project activities for the following two-week period. The content will be communicated through weekly progress meetings and can include: all planned work for the period, identification of new activities, upcoming pre-activity meetings, required hold points and/or inspections,

among others. All revisions to the weekly schedule will be promptly communicated to all parties and a revised copy of the schedule will be distributed.

4.1.5 Job-Forecasting

Project/Quality management personnel will meet regularly to examine the schedule and anticipate future activities that could potentially result in setbacks to the project. These can include construction activities, deliverables, inspections and others. Preparatory steps and procedures will be established in order to reduce the possibility of complications at all levels of the activity execution.

4.2 Inspection and Testing

4.2.1 Inspection and Test Plans (ITP)

An Inspection and Test Plan shall be prepared for all major activities performed by CGV Builders and collaborating sub-trades throughout the duration of the project. ITP's will identify the elements within an activity that require inspection, confirmation and/or verification before initiating subsequent work activities. Key components of the ITP can include: date/time of the inspection, inspector name with credentials, type of inspection/test, inspecting/testing procedure requirements, acceptance criteria, cause of rejection, commentary results, corrective actions required and reference drawings/specifications. ITP's will ensure that all work is completed in accordance with project standards, specifications and applicable codes.

4.2.2 Daily Quality Report

Daily Quality Reports will summarize the work performed on-site and outline the observations that pertain to quality control. Other items can include weather/site conditions, inspections, deliveries, and a list of sub-trades performing work on-site.

4.2.3 Witness Point

A witness point is an identified point during the execution of the project that may require a consultant and/or a licensed professional engineer to review, witness or inspect the process of work. The succeeding activities after witness may proceed and no approval is required.

4.2.4 Hold Points

A hold point is a mandatory verification point during the construction phase that requires the approval of a consultant, a licenced professional engineer, or a municipality inspector in order to proceed with the succeeding activity. Once the quality of the completed work has been verified and approved, the hold is released by means of inspection request approval.

4.2.5 Inspection Request

An inspection request will be submitted to the appropriate professional no less than 3 days prior to attaining a hold point. In the event that corrective actions are required following an inspection, the instruction to rectify will need to be addressed/released within a 3-day maximum turnaround period. This turnaround period is required to avoid any significant delays to the project schedule.

4.2.6 Substantial Inspection

As soon as the contractor believes substantial completion has been achieved, they may apply for a Substantial Inspection. This inspection conforms to the Construction Lien Act and requires all Life Safety Items and a 97% completion (more information in the Act). This will begin the process for holdback release.

4.3 Receipt of Material

4.3.1 Material Receipt Verification Form

The overall condition of the materials delivered to the construction site will be visually assessed in order to confirm that they are compliant based on material specifications.

The assessment results will be documented in a Material Receipt Verification Form along with field notes and other pertinent information. Material characteristics that can be examined include: appropriate dimensions, quantities, overall condition, special features and markings, among others. Any non-conforming material will be handled as instructed in Section 4.3.5.

4.3.2 Storage of Material

All material will be stored in an environment that will ensure that the preservation of its quality and integrity is maintained. On-site material storage areas will be coordinated with the Client and storage methods/procedures shall conform to manufacturer recommendations and industry standards. Stored material will be re-verified prior to use in order to ensure the condition coincides with the information described in the Material Receipt Verification Form.

4.3.3 General Procurement

A schedule listing all key delivery dates for the project will be available on the CGV Builders electronic document management system and will be revised, as necessary.

4.3.4 Non-Conforming Work or Material

All work and material not conforming to contract requirements will be identified and mitigation procedures will be established. The subject matter will be documented in a Non-Conformance Report.

4.3.5 Non-Conformance Mitigation Procedures

The non-conformance work and/or material rectification process is as follows:

1. Non-conforming work and/or material are identified,
2. A Non-Conformance Report is issued and is accompanied with commentary and a proposed resolution,
3. Client to approve or reject the proposed path forward,
4. In the event of a rejected proposal, both parties shall collaborate until an acceptable resolution is mutually agreed upon,
5. The approved resolution is executed,
6. Required inspections are performed.

4.3.6 Preventive Action Process

The preventive action process involves identifying the source of non-conforming work and establishing guidelines that will help prevent similar situations from occurring in the future.

4.4 Continual Improvement of Quality Management System

CGV Builders have established programs such as management reviews and quality audits that aim to continuously improve the effectiveness and efficiency of the quality management system. Quality management personnel is responsible for ensuring that all employees and subcontractors are aware of the importance of continuous improvement and are actively engaged in its implementation with regard to the performance to the work.

4.5 Site and Safety Issues

4.5.1 Health and Safety Policy

CGV Builders is committed to protecting the health and safety of all employees. To achieve this, our employees are required to work in a safe manner and are responsible for reporting any unsafe/unhealthy conditions to their supervisors, co-workers, Health and Safety Representative.

Management is responsible for ensuring that appropriate steps have been taken to control or eliminate all potential hazards and to ensure that safe and healthy work conditions are maintained throughout our work facilities.

Any contractors/subcontractors hired to perform work or to provide a service to CGV Builders is responsible for ensuring that their workers work in compliance with the regulations specified in the Occupational Health and Safety Act and any other legislation relating to the work/services being provided.

5.0 Quality Documentation

5.1 Document Management System

All project documentation including the items stated in Section 4 will be electronically stored/maintained by CGV Builders and made accessible to the Client. The web-based document management system that will be employed is SharePoint. All document distribution will be done through the SharePoint access system.

5.2 Retention of Documents

All quality related documents for this project will be retained for a period of 7 years following substantial completion. This includes both electronic and hard copy documents.

5.3 Shop Drawings

Shop drawings that require submission, review and approval will be specified in the Shop Drawing Management Schedule. The schedule can be accessed using the online document management system described in Section 5.1 and its content will be revised as required.

5.4 Quality Control Turnover Package

A complete package of all quality management plan forms and reports will be assembled and bound. This package will include, but is not limited to, ITP's, Work Plans, Daily Quality Reports, Non-Conformance Reports, etc.

5.5 Close Out Documents

A complete package of all administration items will be compiled and bound. The package will include, but is not limited to; as-built drawings, permits, maintenance manuals, specifications, etc.

6.0 Communications

6.1 Internal Communications

Effective communication practices within the CGV Builders management team will be ensured through weekly team meetings. These meetings will cover overall project objectives and risk assessments. Daily conference calls with the site superintendent are essential for daily activities. Email correspondence will be documented and stored in directories accordingly.

6.2 Client Communications

Client communications will be maintained throughout the duration of the project. Continuous communication efforts will be ensured through regular coordination meetings on-site and at management level to discuss project concerns. Weekly conference calls will be implemented to ensure roll out of project. Substantial meetings can be arranged if the client or contractor deems appropriate for emergency items.

7.0 Quality Management Personnel

The responsibilities and authorities of key quality management personnel are defined in the following sections.

7.1 Quality Management Organizational Chart

All CGV Builders quality management personnel described in Section 7.0 are listed in a name-specific organizational chart. Each position is accompanied with relevant qualifications.

7.2 Quality Manager (QM)

The Quality Manager is responsible for the overall management and coordination of all quality control activities performed by or on behalf of CGV Builders. QM responsibilities and authorities:

- Ensure that the Quality Assurance Plan is implemented and maintained.
- Ensure that quality management personnel responsibilities and authorities are communicated and understood.
- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.
- Identify the activities and processes that require ITP's, work plans, hold points etc. and develop/implement these documents.
- Coordinate with quality assurance officer to ensure that ITP's are scheduled and performed.
- Manage and coordinate all activities related to the quality of material fabrication, material delivery, material assembly/erection and all required inspections and testing.
- Develop mitigation procedures for all non-conforming work and/or material.
- Establish all hold points and witness points for the project.
- Provide all necessary resources to meet initial quality objectives.
- Responsible for approving and storing all documents pertaining to quality control.
- Main point of contact for all quality related inquiries.

7.3 Quality Assurance Officer (QAO)

The Quality Assurance Officer is responsible for overseeing day-to-day operations on the construction site and ensuring that quality standards are met. QAO responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,

- Participate in pre-activity meetings and communicate the ITP's that will be performed for the activity,
- Collaborate with project superintendent/supervisor with regards to weekly scheduling to ensure quality control requirements are met.
- Contribute quality related elements to all required project work plans.
- Ensure ITP's are performed and documented,
- Responsible for assessing non-conforming work and material and preparing a Non-Conformance Report accompanied with mitigation procedures.
- Submit inspection requests prior to attaining hold points,
- Coordinate and facilitate the quality assurances of all manufacturers, expeditors and sub-trades.

7.4 Engineering Manager (EM)

The Engineering Manager is responsible for managing activities related to the overall design of the project.

EM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Manage operations of civil, structural, mechanical and electrical departments,
- Establish working relationship with the client on matters relating to design,
- Responsible for assuring that all required engineering inspections are performed and approved by qualified personnel.

7.5 Project Manager (PM)

The Project Manager is responsible for the overall planning, coordination, control and execution of the project. PM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Manage all operations related to the execution of the project,
- Prepare and maintain project schedule,
- Collaborate with quality manager to develop mitigation procedures for non-conforming work and/or material,
- Develop a list of activities that will require a pre-activity meeting,
- Main point of contact for all project related inquiries.

7.6 Site Superintendent/Supervisor (SS)

The Site Superintendent/Supervisor is responsible for overseeing all on-site operations and controlling the short-term schedule. SS responsibilities and authorities:

Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.

- Coordinate quality related inspections with daily operations performed by CGV Builders and sub-trades.
- Prepare Daily Quality Reports,
- Schedule and lead pre-activity meetings.
- Develop and distribute weekly schedules that outline project activities for the following two week period.
- Control and maintain short term scheduling of the project.
- Ensure that sub-trades/suppliers are provided with the most recent set of drawings and project specifications.
- Submit inspection requests prior to attaining hold points,
- Ensure subcontractor field operations meet project quality objectives,
- Verify the overall condition/characteristics of all material delivered on-site and confirm that storage areas are suitable. Document this information in a Material Receipt Report,
- Responsible for subcontractor coordination.
- Promptly communicate on-site issues and all non-conforming material and work to quality management personnel.
- Responsible for timely submitting inspection requests.
- Main point of contact for all on-site inquiries.

7.7 Project Administrator (PA)

The Project Administrator will control, maintain, and coordinate all contractual and project related documentation for the entire project. The PA will correspond with the Project Manager and the Quality Assurance Manager on a day-to-day basis to ensure project administration activities are in compliance with the Quality Management Plan. PA responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Maintain the document management system,
- Responsible for processing project documents,
- Expedite flow of project communication and deliverables,

- Main point of contact for all administration related inquiries.

7.8 Manufacturing Manager (MM)

The Manufacturing Manager is responsible for managing daily operations and performance of the manufacturing facility. MM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.
- Oversee the manufacturing process of materials and ensure that they meet design, quality and safety requirements.

7.9 Quality Control Inspectors (QCI)

Third party Quality Control Inspector's are responsible for performing required inspections during all phases of the project. QCI responsibilities and authorities:

- Perform all required ITP's and prepare related documentation,
- Recognize non-conforming work and/or material and promptly inform CGV quality management personnel.

7.10 Expediter

The Expediter is responsible for the safe and timely transportation of materials to the construction site. The expediter's responsibilities and authorities:

- Ensure that materials are delivered in-line with the project schedule.
- Ensuring the safe transportation and surveillance of materials.
- Verify that shipment contains appropriate materials and quantities.

Addendum

To: Mayor and Council
From: Laura-Lee MacLeod, Treasurer
Date: May 4, 2021
Subject: New Haileybury Fire Hall
Attachments: Original Final Budget Summary
Proposed Final Budget Summary

Mayor and Council:

As per Administrative Report RS-010-2021, the estimates for the construction of a new Fire Hall in Haileybury are \$833,000 over the budget approved in principle in Resolution 2020-606 on December 15, 2020.

The Treasurer reviewed options to fund the overage while keeping within the approved borrowing limits as per the direction of the Corporate Services Committee on April 28, 2021.

2021 Gas Tax Fund Top Up - \$604,895

AMO announced top up funding thru the Gas Tax Fund (formerly Federal Gas Tax). The City of Temiskaming Shores will be receiving an additional \$604,895 in 2021 to be used towards eligible projects. There are eighteen (18) categories available thru this program.

Unfortunately, the Fire Hall does not meet the requirements for gas tax funding, so it is being recommended to use the 2021 top up funding to offset some of the borrowing which was approved by Council for the roads program. The debenture by-law was passed on April 20th and the funds are to be deposited on May 3rd. \$604,895 in borrowing will shift to the fire hall project, thereby keeping the amount of borrowing within the limits previously approved by Council.

New Liskeard Marina Building Project - \$108,000

The City Manager, Recreation Director and Treasurer discussed projects which could be deferred or have funds reallocated from. The recommendation is the defer the New Liskeard Marina Building project until 2022, shifting the own purpose revenue to the Fire Hall project in the amount of \$108,000



Community Development Fund - \$120,105

At the end of 2020 there was approximately \$361,372 in this reserve. \$300,000 has been allocated for use in the 2021 capital budget. As we will have additional revenues in the Community Development Reserve from land/asset sales completed in 2021 we can utilize reserve funds of \$120,105 to cover the additional funds required for the fire hall project.

The Treasurer recommends the following resolution for Council consideration:

Be it resolved that Council for the City of Temiskaming Shores directs the Treasurer to amend the final 2021 capital budget for the fire hall project as follows:

- Use \$604,895 in Gas Tax Funding for the Roads Program
- Reallocate \$604,895 from the Roads Program to the Fire Hall project
- Defer the New Liskeard Marina Building repairs and reallocate the own purpose revenue (\$108,000) to the Fire Hall project
- Utilize Community Development Reserve in the amount of \$120,105 for the Fire Hall Project

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Laura-Lee MacLeod
Treasurer

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2021-073

**Being a by-law to amend By-law No. 2019-018, as amended to
appoint community representatives to various Committees and
Boards for the 2019-2022 Term of Council**

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

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

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

Whereas Council adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2019-2022 term of Council; and

Whereas Council acknowledges the resignation of Ms. Angela Hunter as community representative from the New Liskeard Business Improvement Area Board of Management Committee; and

Whereas Council acknowledges the recommendation from the Temiskaming Shores Public Library Board to remove Ms. Jamie Lindsay as a community representative for non-attendance, in accordance with the Board's By-law.

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. 2019-018, as amended be further amended by removing **Angela Hunter** as a community representative to the New Liskeard Business Improvement Area (BIA) Board of Management Committee for the 2019-2022 Term of Council;
2. That Schedule "A" to By-law No. 2019-018, as amended be further amended by removing **Jamie Lindsay** as community representatives to the Public Library Board for the 2019-2022 Term of Council;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 4th day of May, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-Law 2021-074

Being a By-law to adopt an Agreement between the City of Timmins and the City of Temiskaming Shores for Interim Building Services

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

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

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

Whereas the Municipal Act, 2001, Section 20(1) provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

Whereas Council considered Memo No. 018-2021-CS at the May 4, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a n Interim Building Services Agreement with the City of Timmins for consideration at the May 4, 2021 Regular Council meeting.

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

1. That the Agreement between The City of Timmins and The City of Temiskaming Shores for the provision of providing Interim Building Services, as attached hereto as Schedule A, is hereby adopted.
2. That the Mayor and Clerk are hereby authorized to sign the Agreement on behalf of the Corporation of the City of Temiskaming Shores.
3. That this By-law shall come into force and take effect on April 19, 2021.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 4th, day of May, 2021.

Mayor

Clerk



Schedule A to
By-law No. 2021-074
Agreement between
The Corporation of the City of Timmins
and
The Corporation of the City of Temiskaming Shores

for Interim Building Services



BUILDING RELATED PROFESSIONAL SERVICES AGREEMENT

The City of Timmins agrees to provide the City of Temiskaming Shores the following Building Related Professional Services on an as needed basis effective April 20th, 2021.

SERVICES

Plans Examination Services:

- Provide cursory review of development plans submitted under the Ontario Building Code (OBC);
- Liaison with architects and engineers to ensure that OBC requirements are addressed in the design and engineering plans;
- Note any amendment or refinements required to the plans based on OBC requirements;
- Review amended plans to ensure compliance with the requirements of the OBC; and
- Qualified staff will strive to have plans examination services completed within five (5) working days for more routine, and 10 working days for more complex developments, from the date of receipt of complete drawings by the Chief Building Official.

Inspection Services:

- Conduct mandatory on-site inspections of items covered under the OBC;
- Liaise closely with contractors, engineers and architects during the construction phase to ensure that actual construction is taking place in compliance with the requirements of the OBC;
- Note any construction that is inconsistent with the final approved plans and with the requirements of the OBC;
- Conduct subsequent inspections as required to ensure compliance with the requirements of the OBC; and
- Qualified staff will strive to conduct inspections within three (3) working days from the time the inspection was requested by the applicant. Where possible, inspections from different developments should be coordinated in order to maximize efficiencies.

Other Services:

Additional services to those listed above may be considered and would be based on the costing structure provided below.

Accessibility:

The Building Department is accessible, Monday to Friday from 8:30 am to 4:30 pm and after hours by telephone message, cell phone or by email. Esa Saarela would be the key contact person and can be contacted at:

Esa Saarela
Chief Building Official
The Corporation of the City of Timmins
Tel (705) 360-2600 Ext 2980
Fax (705) 360-2699
Email: esa.saarela@timmins.ca

Qualifications & Experience:

Building Department Staff will be providing the above noted services listed in this document. The Department is currently staffed with four (4) qualified building inspectors with extensive cumulative work experience and who are competent in conducting plans review and inspection services required under the Ontario Building Code. The Department is also supported by an administrative assistant. Mr. Saarela will be responsible for allocating the necessary resources to meet work demands.

Competitive Costs:

Hourly rates, per diem and mileage and other expenses are very competitive. See cost structure below.

COST STRUCTURE

Plans Examination Services:

Hourly rate of \$125.00

Inspection Services:

Hourly rate of \$125.00 plus mileage @ 45 cents per kilometer

Other Expenses & Disbursements:

Any other expenses and disbursements resulting from services being provided to the client will be charged at cost plus a 15% administrative fee. Such charges would deem to include, among other charges, telephone/cell charges, long distance charges, photocopying, printing, meals, mail/courier, etc.

Above rates apply to the 2021 (January 1 to December 31) and any continuation of services beyond this period will result in a review and update of the cost structure.

LIABILITY & INSURANCE

1. The City of Temiskaming Shores agrees that it shall, at all times, indemnify and save harmless the City of Timmins, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the City of Timmins or any of its officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by the City of Timmins under this agreement; and

2. The City of Temiskaming Shores agrees to provide a Certificate of Liability (municipal errors and omissions liability) for minimum limits of \$5 million to include the City of Timmins as an additional named insured.

Dated this 20th day of April, 2021.

Dave Landers
City of Timmins

Mayor Carman Kidd
City of Temiskaming Shores

Logan Belanger – Clerk
City of Temiskaming Shores

The Corporation of the City of Temiskaming Shores

By-law No. 2021-075

Being a by-law to amend By-law No. 2021-005 to Authorize the Execution of the Contribution Agreement for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention between Her Majesty the Queen in Right of Canada Represented by the Minister of Economic Development and Official Languages and the Corporation of the City of Temiskaming Shores Project No. 852-512885 – Amendment No. 1

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

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

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

Whereas Council entered into a Funding Agreement with Industry Canada (FedNor) for the Northern Ontario Pavilion at the 2021 PDAC Event in Toronto—Project No. 852-512885, through By-law No. 2021-005 on January 5, 2021; and

Whereas Council considered Memo No. 020-2021-CS at the May 4, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2021-005 being an agreement with FedNor the 2021 PDAC Event in Toronto, for consideration at the May 4, 2021 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. 2021-005, be hereby amended by Amending Agreement No. 1, a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and

schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 4th day of May, 2021.

Mayor

Clerk



Schedule "A" to

By-law No. 2021-075

**Being a by-law to amend By-law No. 2021-005 to Authorize the Execution of the Contribution Agreement for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention between Her Majesty the Queen in Right of Canada Represented by the Minister of Economic Development and Official Languages and the Corporation of the City of Temiskaming Shores
Project No. 852-512885 – Amendment No. 1**



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

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

April 19, 2021
Project Number: 852-512885

Mr. Carman Kidd
Mayor
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J1K0

Dear Mr. Kidd:

**Re: PDAC 2021
Amendment Number: 1**

As a result of your request dated April 8, 2021, FedNor is prepared to amend our Contribution agreement of December 22, 2020 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before December 1, 2020 (the "Commencement Date") and is completed on or before April 30, 2021 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before December 1, 2020 (the "Commencement Date") and is completed on or before June 30, 2021 (the "Completion Date").

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates: b) Completion Date - April 30, 2021

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$500,000
- Supported	\$500,000	Other Federal	
- Not Supported	\$42,500	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	
		Other	\$42,500
Total	\$542,500		\$542,500

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental (virtual space)	\$250,000		\$250,000
SME Support (upgrades to on-line presence, equipment and technical support)	\$110,000		\$110,000
Consulting Fees	\$55,000		\$55,000
Marketing & Promotion	\$35,000		\$35,000
Professional Development & Training – In-kind Event Costs (Other – design of custom virtual pavilion)	\$50,000		\$50,000
Event Facility Rental (participating exhibitors)		\$42,500	\$42,500
TOTAL ELIGIBLE COSTS	\$500,000	\$42,500	\$542,500
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			\$542,500

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates: b) Completion Date - June 30, 2021

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$500,000
- Supported	\$500,000	Other Federal	
- Not Supported	\$33,500	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	
		Other	\$33,500
Total	<u>\$533,500</u>		<u>\$533,500</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental (virtual space)	\$179,500		\$179,500
SME Support (upgrades to on-line presence, equipment and technical support)	\$160,000		\$160,000
Consulting Fees	\$50,000		\$50,000
Marketing & Promotion	\$110,500		\$110,500
Event Facility Rental (participating exhibitors)		\$33,500	\$33,500
TOTAL ELIGIBLE COSTS	<u>\$500,000</u>	<u>\$33,500</u>	<u>\$533,500</u>
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			<u>\$533,500</u>

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

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

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault, Lucie
Date: 2021.04.19 13:30:42 -04'00'

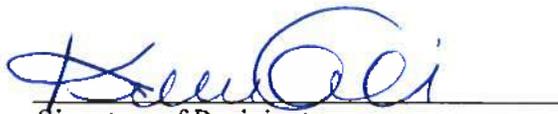
Lucie Perreault
Director of Program Delivery
FedNor

City of Temiskaming Shores
Project Number: 852-512885

Amendment Number: 1

The foregoing is hereby accepted this 20 day of April, 2021

Per: 
Signature of Recipient
MAYOR
Title

Per: 
Signature of Recipient
Deputy Clerk
Title

The Corporation of The City of Temiskaming Shores

By-Law No. 2021-076

**Being a By-Law to Adopt an Outdoor Patio Policy
for the City of Temiskaming Shores**

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

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

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

Whereas Council considered Administrative Report No. CS-019-2021 at the May 4, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to adopt an Outdoor Patio Policy for the City of Temiskaming Shores, for consideration at the May 4, 2021, 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 adopts an Outdoor Patio Policy for the City of Temiskaming Shores, identified as Schedule "A", attached hereto 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 4th day of May, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-076

**Being a By-Law to Adopt an Outdoor Patio Policy
for the City of Temiskaming Shores**

1. Purpose

- 1.1 The City of Temiskaming Shores considers the establishment of outdoor patios on public lands within the downtown areas to be advantageous between May 1st and September 30th. Where such patios need a lease agreement to occupy public space such as on City rights-of-way, regulation of the occupation is necessary to protect the public interest.

2. Definitions

- 1.2 *Lease Agreement* means the agreement prepared by the City of Temiskaming Shores setting out the terms by which occupation of the City owned right-of-way or other public lands over which the City has jurisdiction, can occur.
- 1.3 *City* means the Corporation of the City of Temiskaming Shore.
- 1.4 *Outdoor Patio* means an area within the City of Temiskaming Shores, which is contiguous to an indoor restaurant or business which is not enclosed by a roof or walls other than the exterior walls of the restaurant or an adjoining building or structure, where food is served, seating accommodation is provided and where beverages and alcoholic beverages may be served to the public on an annual basis for consumption on the premises and which is located wholly or partially on the City's property as owner, or having jurisdiction over, public sidewalks or other public lands pursuant to a lease agreement as the City shall deem appropriate.

3. Exclusions

- 3.1 This policy is not intended to address planning issues such as zoning provision, parking and setback requirements. This policy applies to the lease of occupation, enforcement, safety and noise regulations as currently set out in the applicable by-laws are addressed.
- 3.2 This policy does not apply to the issuance of the temporary (short term) special occasions permits.

4. Implementation of Policy

- 4.1 The Lease Agreement requires the applicant to obtain the following inspections, approvals and documents through the application process:
- Zoning Approval
 - Health Unit Certificate of Inspection
 - Copy of Liquor Licence for patio area

- Site Plan of patio and sidewalk, including all features (streetlights, garbage receptables, street trees, etc.) dimensions, and measurements from all proposed installations to the features listed above.
 - Certificate of Insurance naming the City as an additional insured
- 4.2 The Lease Agreement is intended to provide a lease for a specified period during the spring, summer and fall months only (May 1st to September 30th). These dates are subject to change based on the City's Public Works operations and maintenance of roadways and sidewalks.
- 4.3 The Director of Corporate Services shall be responsible for the administration and execution of the Lease Agreement considered by this policy.
- 4.4 The restaurant or business owner shall submit an application for a Lease Agreement to the Director of Corporate Services, not less than thirty (30) business days prior to the date the Lease Agreement is to be drafted for signature and acceptance. The application is attached as Appendix 1.
- 4.5 The safety and day to day guidelines for uses on the patio shall be addressed in the Lease Agreement.
- 4.6 The construction and design of the patio is to be addressed within the Lease Agreement.
- 4.7 The sidewalk deck design and construction must be in accordance with the engineered design as approved by City.
- 5. Fees**
- 5.1 The application fee for an outdoor patio will be \$400. This fee covers the administrative and inspection costs associated with the application approval process.
- 5.2 The lease agreement fee recommended and charged will be based on a conservative approach which attempts to charge based on the amount of City property utilized to a flat fee. The lease agreement fee structure will be reviewed and amended as determined by market conditions on the approval of Council. The lease agreement fee may also be prorated to the date of approval of the licence. The lease agreement fee for the use of City property will be included in the Lease Agreement.

6. APPENDIX 1 –APPLICATION FORM

Outdoor Patios on Municipal Property in the City of Temiskaming Shores	
---	---

Applicant Information

Application Date: _____

Applicant Name: _____

Applicant Phone Number: _____

Email: _____

Registered Name of Business: _____

Operating Name of Business _____

Street Address: _____

City: _____

Postal Code: _____

After Hour Contact Name: _____

Phone Number: _____

Date of Installation: _____

Subject to Approval from City of Temiskaming Shores upon completion of annual
spring maintenance (street sweeping, catch basin cleanout, etc.)

Date of Removal: _____

(Deadline) September 30th

Activity Information

Occupancy Type: _____

Width of sidewalk occupied: _____ Length of Sidewalk Occupied: _____

Number of parking spaces required for installation of sidewalk deck: _____

Does the Patio and Temporary Sidewalk maintain a 1.5m pedestrian sidewalk? _____

CONDITIONS

I/We hereby make application to The Corporation of the City of Temiskaming Shores (The "Corporation") to occupy the right of way for the purpose described and agreed to abide by the terms of By-Law 2021-075 and the conditions established on the application.

I/We agree to assume all liability and/or cost incurred by the Corporation as a result of road occupancy to maintain the work area and to indemnify and save harmless the Corporation until final completion and approval.

GENERAL CONDITIONS

1. The completed application must be received, for processing, no later than 30 (thirty) working days prior to the beginning of the activity.
2. An application fee of \$400 must be paid at the time the application is submitted.
3. By-Law 2021-075, available on City of Temiskaming Shores website, was reviewed by the applicant.
4. The Applicant shall be responsible for attaining any and all other permissions and permits necessary to perform the permitted work, including those from all applicable federal, provincial, and local government or agencies.
5. No person shall operate or maintain an outdoor patio extension to a restaurant or business on municipal property without first having a lease agreement to do so.
6. No person shall operate an outdoor patio on any municipal property other than that for which permission has been granted.
7. Where such premise is licensed to permit the consumption of alcoholic beverages, no person shall serve or allow the consumption of alcoholic beverages contrary to any law.
8. The applicant hereby certifies that the at-grade Patio or Sidewalk by-pass walkway is to be constructed in accordance with the standard drawings, approved by the City of Temiskaming Shores provided in the sidewalk patio package, engineering drawings STS 2020-020 as prepared by STS Ltd.

I, THE UNDERSIGNED HAVE READ AND UNDERSTOOD THE INFORMATION PROVIDED AND AGREE TO ABIDE BY ALL CONDITIONS LISTED ON THIS APPLICATION.

Authorized Representative

Date

Director of Corporate Services

Date

7. APPENDIX 1 –OUTDOOR PATIO CHECKLIST



OUTDOOR PATIO CHECKLIST

The following documents are required for the review and approval of an Outdoor Patio in the City of Temiskaming Shores downtown areas (Haileybury and New Liskeard extending along Whitewood Avenue to Regina Street). If all items listed below are not submitted, the processing of the application may be delayed or considered incomplete.

- Completed Application Form
- Application Fee of \$400
- Health Unit Certificate
- Liquor License for Patio Area, if applicable.
- Copy of Current Liability Insurance • General Liability Insurance from an insurer licensed in the province of Ontario for \$2,000,000 per occurrence with an aggregate limit of no less than \$5,000,000 to the Corporation of the City of Temiskaming Shores against any liability for property damage or personal injury, negligence including death which may arise from the applicant's operations under this agreement. • The Corporation of the City of Temiskaming Shores must be included as an "Additional Named Insured".
- Patio Site Plan

The applicant is required to provide a site plan properly labelled with the following minimum information:

- The location and dimension of the building establishment, including the entrances and exits and washrooms;
- The location and use of the adjacent buildings, including the entrances and exits;
- The location and dimension of the patio, including the entrances & exits;
- The area of the patio (in square feet);
- Location and dimension of any enclosures, umbrellas/tents, awnings, etc;
- The location, height and construction material to be used for the boundary fence, gate location and width of gate(s);
- Location of fire extinguishers;
- Location of table, chairs, etc;
- Expected occupant load;
- Location of all municipal services and/or assets within the patio or close proximity (e.g. location of curbs, municipal parking spaces to be utilized, sidewalk, hydrants, storm sewer grates, manholes, trees and diameter of trees etc.), all below grade and above grade utilities including below grade

chambers/vaults and hydro poles fire hydrants, along with distances between the Patio and services/fixtures. This can be completed with assistance from the Public Works department. Also identify whether any public street fixtures/furniture is required to be removed or relocated to accommodate the design. Additional fees may apply for removal or relocation.;

- The construction and design shall consider the following matters to be addressed on the site plan:
 - Location of services such as hydro, water and gas;
 - Railing installation, height, construction;
 - Effect on public sidewalk;
 - Accessibility;
 - Installation of any other fixtures to premises or lands;
 - Maintenance of City improvements, such as trees and shrubs;
 - Liquor License requirements; and
 - Road Right-of-Way requirements.

Minimum Information Requirements for Outdoor Patios

This information is included for applicant's consideration in order that information requirements and responsibility are fully understood.

- a) Design of the outdoor patio. Proposed patios at-grade or ones that are not structurally supported are not subject to the Building Code. However, proposed outdoor patios that are elevated and require structural support are subject to the Building and Zoning Department review and applicable fees.
- b) Installation of patios on corner lots where sight lines may be impacted. All proposed corner lot patios that occupy the municipal sidewalk must be review sight lines and ensure that the patio, its furniture, fencing, etc. will not negatively impact vehicle travel and sight lines within the intersection. A traffic impact study may be required. This is to be provided by the applicant at their expense. Due to circumstances, certain proposed patios may not be permitted due to the proximity of the patio to the intersection and the maintenance of existing and safe sight lines.
- c) Obstruction of underground utilities, drainage flows or fire department connections. Applications must be accompanied by a site plan that describes and depicts all underground and above grade utilities, drainage flows and municipal fixtures such as fire hydrants, parking meters, trees and grates, catch basins, manholes etc. Due to the site-specific circumstances, certain proposed patios may not be permitted due to required access to the utilities or their proximity. Applicants will be required to demonstrate that no municipal fixture or utility is being impacted and how the drainage flow is maintained. In the event that a fixture or utility appears to be impacted, written approval is required from the agency or department responsible for the fixture.

- d) Maintenance of a 1.5m sidewalk width (municipal or by temporary construction) for pedestrian movement is mandatory. Only sidewalk decks as per design STS 2020-020 by STS Ltd. will be permitted to be installed.
- e) Garbage/Recycling Pick Up. If outdoor patios are supported with an on-street temporary sidewalk, garbage and recycling bins are to be placed to the side of the patio on the sidewalk and not in front of the patio on the street in accordance with Public Works requirements.
- f) Design of the Temporary Sidewalk. All temporary sidewalks extending onto the on-street parking area must be in accordance with Drawing STS 2020-020 by STS Ltd.
- g) There are accessible parking spaces and bus stops in the downtown core. Outdoor patios that propose to temporarily remove these parking spaces and/or bus stops will not be permitted.

Outdoor Patio Fee Schedule

Application Fee: This fee covers the administrative and inspection costs associated with the approval of the application.

Lease Agreement Fee: This fee is a per square foot per month for the lease of City property for the purpose of an outdoor patio in accordance with the Policy for Outdoor Patios. All fees are payable to The City of Temiskaming Shores.

The Corporation of the City of Temiskaming Shores

By-law No. 2021-077

Being a by-law to remove Part Lot Control from Part of Block C, Plan M79NB, Temiskaming Shores (Roll No. 54-18-010-008-007.03)

Whereas under Section 50(7) of the Planning Act, R.S.O. 1990, c.P.13, as amended the Council of a municipality may by by-law provide that part-lot control does not apply to lands within a registered plan of subdivision or parts of them as are designated in the by-law; and

Whereas 2373775 Ontario Inc. has submitted an application to the Corporation of the City of Temiskaming Shores to removed part lot control for a temporary period of time so as to permit the transfer of properties; and

Whereas Council considered Administrative Report No. CS-020-2021 at the May 4, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to remove part lot control for consideration at the May 4, 2021 Regular Council meeting.

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

1. Section 50(5) of the Planning Act does not apply to Part of PIN 61339-0754, Part of Block C Plan M79NB, Part 5 Plan 54R-6121; Temiskaming Shores; District of Timiskaming.
2. The description of the resulting lot is: 108 Rivard Court – Pt Block C PL M79NB, Pt 5 PL 54R6121.
3. Pursuant to Section 50(7.3) of the Planning Act, this By-law shall expire on December 31, 2021 unless it shall have prior to that date been repealed or extended by the Council of the Corporation of the City of Temiskaming Shores.
4. This By-law shall not become effective until a certified copy of duplicate of the By-law has been registered in the proper Land Registry Office.
5. That this by-law shall come into force and take effect upon the enactment thereof.
6. 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 4th day of May, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2021-078

Being a by-law to enter into an agreement with Neptune Technology Group Canada Co. for the Supply and Installation of water meters for the Industrial, Commercial, and institutional (ICI) sector in the City of Temiskaming Shores

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

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

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

Whereas Council considered Administrative Report No. PW-012-2021 at the May 4, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Neptune Technology Group for the supply and installation of water meters for the ICI sector in the amount of \$ 93,899.00, plus applicable taxes, for consideration at the May 4, 2021 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 execute an agreement with Neptune Technology Group Canada Co. for the supply and installation of water meters for the ICI sector in the amount of \$93,899.00, plus applicable taxes a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 4th day of May, 2021.

Mayor

Clerk



Schedule "A" to

By-law 2021-078

Agreement between

The Corporation of the City of Temiskaming Shores

And

Neptune Technology Group Canada Co.

for the supply and installation of water meters for the ICI sector

This agreement made this 4th, day of May, 2021.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Neptune Technology Group Canada Co.

(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 within this Agreement.
- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Manager of Environmental Services, all the work by **August 15, 2021**.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for services aforesaid, in the amount of Ninety-Three Thousand, Eight-Hundred and Ninety-Nine Dollars and Zero Cents (\$93,899.00) plus applicable taxes, subject to additions and deductions as provided in the Contract Documents, as authorized by an approved Contract Change Order.
- 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:

Neptune Technology Group Canada Co.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9

Attn.: Scott Norris

The Owner:

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

Attn.: Steve Burnett, Manager of Environmental Services

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Appendix 01 to
Schedule "A" to

By-law No. 2021-078

Form of Agreement

#winyourday

Proposal Response to

City of Temiskaming Shores

2021 ICI Installation Project

March 31, 2021

Neptune Technology Group Canada Co.
7275 West Credit Ave.
Mississauga, ON L5N 5M9



NEPTUNE
TECHNOLOGY GROUP

March 31, 2021

City of Temiskaming Shores

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

Attention: Steve Burnett, Manager of Environmental Services

Re: Commercial water meter Installation - Proposal

Dear Steve,

On behalf of Neptune, we would like to thank the City for their continued support of Neptune's products and services. We appreciate the opportunity to provide the enclosed Proposal outlining Neptune's offering to complete water meter installations, replacements and upgrades for selected locations within the City.

As a **fully integrated service solutions provider and manufacturer for all products and systems**, Neptune Technology Group is the only company that can provide the City with a complete turnkey offering. Neptune provides a completely integrated solution and offers **full accountability** in all facets of product supply, installation, and project execution. As the manufacturer, Neptune has played an integral role in the advancement of water meter and reading systems technology. We have been committed to the water industry for over 120 years, and we extend this level of commitment to the long-term success of the City's metered system.

For your consideration we have included pricing for Neptune 360 data management software which would be provided by your local Neptune Distributor, Wamco Northern Supply at the conclusion of the project. The Neptune® 360™ data management platform is designed for the needs of water utilities. From basic meter reading and billing to beyond to give your town the essential tools and data for faster, more informed decisions. You have the option to integrate Neptune 360 with your current Billing Software provider or operate as a stand-alone solution utilizing Neptune's 360 File Mapper application. Pricing for File Mapper has been included within this proposal. The City would be required to contact their Billing Software provider to verify costs associated with creating the interface with Neptune 360. Fortunately, we have extensive experience working with most Billing Software providers which makes this option attainable. Neptune would be willing support any technical questions related to interface questions from the Billing company.

We would like to thank you for your interest in Neptune's products and installation services, and we look forward to the opportunity to discuss this program further with you. We hope that we have provided you with all of the information required, however if we have omitted any points of interest, please do not hesitate to contact me at [REDACTED] or at [REDACTED].

Respectfully,



Scott Norris
Territory Manager – Central and Northeastern Ontario
NEPTUNE TECHNOLOGY GROUP CANADA CO.

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INTRODUCTION

On behalf of Neptune Technology Group (Neptune), we would like to take this opportunity to thank the City of Temiskaming Shores (City) for the opportunity to provide a proposal for the supply and installation of water meters with radio frequency technology. The following proposal is intended to provide the City with additional supporting information related to the overall project management including supporting pricing details for the proposed project.

As a fully integrated service solutions provider and manufacturer for all products and systems, Neptune is the only company that can provide the City with a complete turnkey offering. Neptune has played an integral role in the advancement of water meter and reading systems technology. We have been committed to the water industry for 129 years, and we extend this level of commitment to the long-term success of the City's metered system.

PROFILE AND EXPERIENCE

Neptune Technology Group: Neptune has been a part of the North American water works industry for over 129 years and we are proud of our longstanding relationships with the more than 55,000 water utilities, distributors, and consultants serving the industry. Neptune is headquartered in Tallassee, Alabama as an independent corporation, and all products are manufactured in North America. www.neptunetg.com

Neptune has a dominant presence in Canada. In addition to being established directly in Canada for over 100 years, Neptune is a well-established field service operation team that leads Canada in water meter and system installations and related project management. Neptune Canada is headquartered in Mississauga, Ontario and has project offices and field service centres across Canada, in St. Albert Alberta, Burnaby British Columbia, Hamilton and Markham Ontario, and Miramichi New Brunswick. Operational for 31 years, Neptune field services offers a complete range of metering related services including:

- ◆ Turnkey Project Management;
- ◆ Installation services (inside and outside sets, residential, industrial, commercial, and institutional);
- ◆ Specializing in universal metering, replacement, and AMR/AMI projects;
- ◆ Public education design, implementation and evaluation;
- ◆ Operation & maintenance, reading, and billing activities; and
- ◆ Customer service, call centre support and administrative functions to the Canadian market.

Neptune offers a complete turnkey solution for the City's ICI Installation program. Neptune is in a unique position to service your needs, and we believe that our proposal will provide the best overall solution and value while satisfying or exceeding the City's requirements.

Market leader in manufacturing of water meters and reading systems with 129 years of experience

- ◆ Neptune manufactures & supplies over 2 million water meters per year

Leaders in the AMR industry with over 40 years of AMR experience

- ◆ Over 15,000,000 water radio transmitters sold in North America
- ◆ Over 15,000 meter reading devices installed in over 1,500 municipalities/utilities
- ◆ Our equipment is used to read over 30,000,000 meters every month

Canada's most experienced meter field services provider

- ◆ Over 2.2 million installations coast to coast
- ◆ Over 31 years of experience specific to water metering installation services
- ◆ As the meter and system manufacturer, we are in a unique position to expedite product to ensure implementation schedules are adhered to (i.e. we are not reliant on other third parties).

Neptune is the only company that can offer one point of contact for all facets of the program including:

- ◆ Product manufacturer (water meters, radio frequency transmitters, and reading systems);
- ◆ Field Services Provider (turnkey project management including installation services, comprehensive customer communication, call centre and appointment setting, customer service, inventory management, and complete data management.)

Our Integrated Solution: Neptune can provide the City with the most integrated offering in the industry. As a complete service solutions provider, water meter manufacturer and AMR/AMI manufacturer and systems integrator, Neptune is the only company that can provide a complete turnkey offering. Neptune is the only **water meter and AMR/AMI system manufacturer with in-house project management and installation service capabilities**; Neptune is a leader in all of these fields. Neptune is **one company** with **one vision** for the City. We are not a consortium of companies with diverging interests. Rather, Neptune provides **a completely integrated solution** and offers **full accountability** in all facets of product supply, installation, system integration, and project execution.

NEPTUNE'S PRODUCTS

MACH 10®)R900i Solid State Ultrasonic Water Meter

Neptune's integrated MACH 10®)R900i™ endpoint is an innovative "all in one" design that combines an MACH 10® absolute encoder with Neptune's R900 MIU®. Neptune's MACH 10®)R900i™ meters incorporate a 900MHz interleaved messaging scheme that enables meters to be read in mobile AMR and fixed network AMI mode simultaneously assuring **AMI network compatibility with mobile AMR backup support**, eliminating significant costs associated with replacing, reprogramming or paying license fees regardless of reading system needs. The MACH 10®)R900i™ technology provides hourly consumption profile information over an account's last 96 days, along with alerts for leak, backflow, excessive flow, or low battery. This smart water endpoint allows a proactive identification for customer service issues – heading off high bill complaints, reducing delinquent payments and eliminating write-offs. Neptune's approach is a build-on rather than a change-out model assuring **forward and backwards compatibility** while leveraging our R900™ technology.



The MACH 10) R900i provides high resolution, 8-digit remote meter reading and value-added features including true leak detection, reverse flow, excessive forward flow, and low battery detection. The MACH 10 also provides a visual read out on rate of flow every ten seconds when the LCD is activated.

As part of the Neptune® Managed Services platform, the R900® was designed to eliminate the costs, frustrations, and maintenance of deploying your own AMI network infrastructure. Mobile and fixed network messages are interleaved and continuously transmitted, allowing your utility to maintain backup mobile reading capability of the same end-points.

Using Neptune® 360™ host software, the City can leverage detailed data from the MACH 10)R900i to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the MACH 10)R900i can help the City make better, more informed decisions.

Key Features

- ◆ Available in sizes: 5/8", 3/4", 1", 1-1/2", 2", 3", 4", 6", 8", 10" & 12"
- ◆ UL listed and FM approved
- ◆ 8-digit remote meter reading
- ◆ Advanced flags: leak, reverse flow, excessive forward flow, and low battery detection
- ◆ Solid-state absolute encoder – fully submersible

- ◆ Long-life lithium battery with capacitor
- ◆ Simultaneous mobile and fixed network reading capabilities with no end point programming required
- ◆ Interleaved mobile and high-power fixed network messages.
- ◆ 2-Way communications
- ◆ 96 days of hourly consumption data available through local interrogation
- ◆ Easy to install wireless endpoint available through local interrogation

Neptune® 360™ Cloud-Based Data Management Platform



Neptune® 360™ is designed as a single cloud-based platform providing a single source of secure, accurate data and access for all meter reading types including AMR and AMI enabling powerful data consolidation whenever needed, with *Neptune® 360™*. Neptune is responsible for hosting the application and providing all software management activities to ensure that utilities' metering data is accurate and actionable.

Neptune® 360™ intuitive and modern design is built upon the most advanced technological infrastructure focusing on data integrity. Neptune has partnered with Amazon Web Services (AWS) as its hosting provider because of its flexibility, exceptional security, deployment speed and performance. These AWS features, along with Neptune's metering and data integrity experience, allows us to provide a fast lane project start-up within a secure environment along with advanced servicing and support of daily operations for our utility partners.



The platform has data storage capabilities for warehousing, cleansing and processing all data received from various field metering and collections devices prior to data usage. The platform stores real-time online metering data for twenty-four (24) months for long-term data analysis. Additional years of data storage is available upon request.

Neptune® 360™ Mobile Application

Neptune®360™ Mobile is included within the HES platform that allows for exception meter reading for AMI solutions, mobile meter reading, either drive-by, handheld, or “*Bring Your Device*” (BYOD) technology using the utility’s existing Android or IOS cell phones or table devices to perform meter reading.



Neptune® 360™ Mobile Application provides direct communication via wireless from the field using an alternative to ruggedized devices, without the need to bring your mobile device back into the office to synchronize information with the host software. Other application capabilities include:

- ◆ *Meter Reading* — Complete exception for readings missed by AMI or complete route AMR route readings.
- ◆ *RF Test* — Validate that the device is sending readings through the RF MIU radio.
- ◆ *Data Log* — Capture 96 days of hourly historical consumption stored in all Neptune R900 MIUs.
- ◆ *Pressure*— Analyze water pressure with 3rd party sensors.

The *Neptune® 360™ Mobile Application* is available and is designed to integrate with the host platform application to provide exception meter reading and data logging through connection with the mobile *MRX920™ and R900®Belt Clip Transceiver (BCT)* collection hardware. This enables the user to perform out-of-cycle reads, to support monthly reading routes, and/or perform local data logging in response to customer inquiries.

To review detailed information as well as full terms and conditions of Neptune’s products and services, we have included all applicable Brochures, Product Sheets and Warranty Certificates at the end of this submission.

NEPTUNE’S SERVICES

Project Experience

Our proposal will provide you with an understanding of our proven technology, our project management methodology, our customer service and communication capabilities, and our data management expertise. Neptune offers **complete turnkey services** with a proven project management methodology. As the manufacturer of the water meters and AMR/AMI equipment, Neptune’s Service Group is **Canada’s only factory authorized installation team**; our installation expertise enhances the overall long-term performance of the City’s metered and AMR/AMI system.

Neptune has unrivaled experience in implementing this type of contract in Canada. Our references, project experience and proven products highlight Neptune’s commitment to providing quality products and services.

SERVICE EXPERTISE	
Canada’s Most Experienced Water Meter Service Provider	Completed over <i>550 metering projects</i> in Canada. Awarded one of the largest AMI projects in North America - the City of Toronto project involves 465,000 water meter installations including <i>395,000 meter replacements</i> .
Water Meter Installation Experience in Canada	Neptune has executed over <i>2.2 million water meter installations</i> in Canada.
Canadian Experience Radio Frequency AMR/AMI Projects	Neptune has unrivalled experience with industry leading read success rates. Neptune has executed <i>more radio frequency projects in Canada than any other service provider</i> .
Project Completion	<i>Neptune has a long history of completing projects on time or ahead of schedule.</i>
Installation Quality	Canada’s only Factory Authorized Installation Team
Health and Safety	<p><i>Neptune has a comprehensive Health and Safety program that includes; exclusive and dedicated department and staff, all-inclusive manuals, detailed training and continuous monitoring, review and communication to the entire organization. Neptune is COR (Certificate of Recognition) certified by the Infrastructure Health and Safety Association (IHSA) for the past two years and running.</i></p> <p><i>The safety and well-being of both homeowners and our technicians are always our top priority. Now with recent events due to COVID-19, we are taking precautionary measures to help keep our communities safe. We are committed to implementing best practices to help prevent the spread of the disease while ensuring a high level of customer service. This has led to the successful and safe completion of over 70,000 water meter appointments from April 2020 to February 2021.</i></p>
Customer Satisfaction	<i>Neptune has received over 216 testimonial letters since 2008.</i>

Call Centre Capabilities	<i>Neptune's Call Centre managed 390,000 calls over the last three years</i>
Data Management Integrity	Propriety database that validates the integrity of the data where more than 200,000 work orders are processed annually. Neptune has strict protocols to ensure accuracy of the required data.

Meter Installation Experience

The City will be provided with the peace of mind in that we will have the capacity to successfully execute your project. Following is a summary of some key water meter installation projects that are relevant in scope to the City's ICI project, as well as projects of greater size to illustrate our capabilities.

Project Methodology

Neptune has successfully completed universal metering projects, replacement projects, AMR/AMI projects, meter testing, conservation, and public education programs for municipalities across Canada. Our approach to Project Management is to provide a **turnkey service**. Some key features of our service include:

Sunshine Coast, BC	West St. Paul, MB	Toronto, ON
Kamloops, BC	Brandon, MB	Windsor, ON
Richmond, BC	Thompson, MB	Kingston, ON
Langley, BC	Dauphin, MB	Port Colborne, ON
Nelson, BC	RM Macdonald, MB	Hamilton, ON
Grand Forks, BC	Selkirk, MB	Durham, ON
Barriere, BC	RM Whitemouth, MB	Halton, ON
Enderby, BC	Lacombe, AB	Peel, ON
Lytton, BC	Peace River, AB	Ottawa, ON
Summerland, BC	Oyen, AB	Richmond Hill, ON
Westbank Irrigation, BC	Bonnyville, AB	Grimsby, ON
Peachland, BC	Fox Creek, AB	Cambridge, ON
Central Okanagan R.M., BC	Drumheller, AB	Markham, ON
Westbank First Nation, BC	Aquatera Utilities, AB	Dryden, ON
Lakeview Irrigation, BC	Lethbridge, AB	Minto, ON
Region of Oliver, BC	Spruce Grove, AB	Welland, ON
West Vancouver, BC	Spirit River, AB	Moosonee, ON
RD Central Okanagan, BC	Whitecourt, AB	Iroquois Falls, ON
RD, East Kootenay, BC	Vulcan, AB	Southgate, ON
Village of Chase, BC	High Level, AB	Pelham, ON
Region of Gibsons, BC	Eckville, AB	Arnprior, ON
Village of Lumby, BC	Mannville, AB	Fort Erie, ON
Region of Golden, BC	Athabasca, AB	Eganville, ON
Corporation of Delta, BC	Rimbey, AB	Red Lake, ON
Cape Breton, NS	Clive, AB	Nation, ON
Antigonish, NS	Yellowhead, AB	Manitowadge, ON
Annapolis Country, NS	Rycroft, AB	Georgina, ON
Trenton, NS	Millet, AB	Barry's Bay, ON
Pictou, NS	City of Humboldt, SK	Walkerton, ON
Six Nation, ON	Portage La Prairie, MB	Kapuskasing, ON

- **Project Team:** A project team will be assigned including a **Project Manager** and a **Senior Project Manager** who will have ultimate accountability for the success of the project from an upper management level. Importantly, there will be a dedicated Project Manager for the operational phase of the contract. Neptune offers a deep pool of resources including Project Managers, experienced installers, IT support, public communication experts, technical support, administrative support and customer service expertise. The combination of these resources ensures effective implementation of the metering program. Neptune offers highly skilled professionals who are committed to completing the program **on time and on budget**, while offering your customers the highest levels of customer service.
- **Team Availability:** This team will have direct interaction with the City for the duration of the metering program. Our team provides managerial expertise, various support services and project execution. Their qualifications will clearly demonstrate their expertise in managing the complexities of this program.
- **Senior Project Manager:** Our Senior Project Manager will play a leadership role particularly during start-up, which is one of the most intense components of the project. He will provide support to the Project Manager and has ultimate responsibility from an upper management level.
- A **Project Manager** will be assigned to the project. His/her responsibilities would include implementation of project from start-up to completion, training and customer service assurance of field technician, quality assurance including data management, and ensuring customer satisfaction.
- Neptune will conduct installations from 8:00am to 8:00pm Monday to Friday and Saturday 9:00am to 6:00pm);
- Appointments will be offered in four-hour time blocks Monday to Friday, 8:00am to 12:00pm (morning), 12:00pm to 4:00pm (afternoon) and 4:00pm to 8:00pm (evening). On Saturdays, the time blocks are 8:00am to 1:00pm (morning) and 1:00pm to 6:00pm (afternoon).
- Neptune will provide 24-hour emergency service; and
- Uniformed installation teams provide professional, customer-friendly image. Proper identification cards will be worn by each technician.
- **Supporting Departments - Project Administration, Information Technology and Call Centre Services:** Neptune has an entire department dedicated to the management and integrity of data collected in the field. A **Senior Project Administrator** and a **project administrator** will be assigned to the project to fulfill the requirements of this project from an administrative perspective including data management and reporting. **Neptune's IT department** also plays an integral role in data management, security, and backup protocols. Neptune's **Call Centre Manager** will oversee the management of Neptune's Call Centre team which is dedicated to appointment scheduling and customer service.

- **Project Management Relationship and City Staff Time Requirements:** Neptune wishes to build a strong and open relationship with the City's project team. Neptune's project team works in an independent manner and provides a turn-key solution as we manage all aspects of the project. We will work closely with City personnel to ensure that we keep the City informed on pertinent project details but without overwhelming the City's team with day to day operational items. Our team will keep the City personnel informed through a variety of methods including a pre-construction meeting, formal and informal meetings, emails, and phone calls.



Neptune will work closely with the City on an as needed basis should obstacles in booking appointments arise (for example customer refusals). Neptune strives to complete the project on-time and we would request that the City provide on-going and timely responses to any items where approvals (or similar) are needed.

Training Programs

- All Neptune technicians receive training equivalent to that specified by the Ministry of Advanced Education and Skill Development requiring **compulsory certification** for water meter technicians (certification 800A) – which for clarification is a Province of Ontario requirement; we have standardized this level of training for all Neptune technicians nationwide.
- Extensive training programs for all personnel including training for technicians: in-class and in-field, special equipment training, customer service, quality assurance, data integrity, health & safety. As the manufacturer, all technicians are factory trained for meter installation and operation of RF technology.
- Their duties will also be conducted such that they will observe and respect the customer's property and conduct the work at hand in a safe and responsible manner.
- They have the technical knowledge to execute the work using industry best practices.

Territory Assignments and Area Management: The process involves working with an accurate database for the accounts assigned, and a map of the service area (geographical breakdown of the area into specific installation territories). This methodology of "sweeping" the service area is an essential component of Neptune's success. It ensures efficiency, drives motivation for the technicians, and reduces an abundance of difficult installations scattered across the service area at the end of the project. This can be further discussed during the pre-construction meeting.

Fully Functional Customer Service Call Centre:

- Our goal is to create a positive experience for all call centre end-users. What makes Neptune's call centre services unique is our ability to use leading edge call centre technology in combination with our knowledgeable and professional representatives who are trained specifically for water meter/AMR programs;



- Our call centre technology is used to measure and ensure service levels;
- **Real time call traffic monitoring** allows Neptune to effectively control service levels and manage resources on a daily basis, as needed. Our continuous visibility of real time call centre activities and our proactive management approach differentiates Neptune as a service provider.

- **Reporting mechanisms** allow Neptune to closely monitor the overall call centre service levels against key performance indicators (total incoming calls, total answered calls, total abandoned calls, abandonment rate percentage, average wait time (in seconds), monthly, yearly, and project to date average wait times.



- Call Centre Representatives can promptly view all pertinent project information at a glance. This ability provides consistency while also reducing call talk times.
- Access to Frequently Asked Questions specific to water meters and reading technology to service the customer in a single contact in the fastest time possible.
- Toll free telephone access & multi-line capacity (46 lines);
- Access to booking an appointment 24 hours a day / 7 days a week - handled by a fully automated system;
- Live service representation from Monday to Thursday 8:00am to 8:00pm (ES) and Friday 8:00am to 6:00pm (EST).

Installation Integrity - Quality Assurance:

- ◆ Neptune will set up a Quality Assurance Program, which will ensure the quality of workmanship and customer service. All of these will help ensure that the installation has been carried out to specification. In addition, there will be inspections carried out by an authorized Neptune representative. Post installation customer service comment cards will be utilized to ensure that our staff has conducted themselves in a friendly, courteous manner while making sure that the customer is fully aware of the program and the work that was carried out.

Final Check – Neptune installers are factory trained in the installation and operation of radio frequency technology for the proposed R900 technology. As a quality assurance measure, Neptune has factored into the program for each technician to be equipped with Neptune’s proprietary Electronic Work Order (EWO) tool to capture reading the RF MIU at the time of the installation in accordance with the City’s specification. The advantage of our EWO tool is that the workflow incorporates the test read as a mandatory step to ensure the installer has completed the work at the time of installation. More detailed information on the EWO tool is provided in the proposal, but a unique feature to our device is that it automatically links the information to the account and Neptune’s service order for added data integrity. This information is available in real-time to City staff via our Neptune Connect Utility Portal, Neptune installers are factory trained in the installation and operation of radio frequency technology for the proposed R900. Alterations will be performed (if necessary) to minimize the need of returning to the site.

Installation Safety Measures – COVID-19

COVID-19 has had a significant impact across many industries, including water meter services. As soon as COVID-19 started to shut down operations across the country, Neptune reacted quickly to meet as an operations group and identify strategies to quickly shut down projects, while maintaining a high level of customer service with our utility partner constituents. Neptune also took the opportunity to develop a strategy for Neptune to get back to work once the restrictions started to lift.

As a COR (Certificate of Recognition) certified organization in Ontario and Alberta, our team is highly focused on the safety of our field services operation. Health and Safety is one of two foundational elements upon which our Neptune Management System is built, the other being quality. As a COR certified company, one of the software platforms we use to ensure safety and compliance in the field is eCompliance. Leveraging this system as part of our COVID-19 restart and ongoing operations plan, Neptune was able to quickly deploy check ins and inspections to ensure that all of our strategies were implemented and working as intended (inspected) across the country. Having developed these protocols and procedures, Neptune is now back to work in 7 provinces across the country having completed over 70,000 orders requiring safe entry and exit of properties since shut down in March.



Communication is also a key aspect of any project and when operating in the time of a pandemic it is increasingly important to share what measures have been put in place to protect them.

Homeowners need to know their utility has selected a partner that exemplifies safety. As a result, Neptune created an insert that goes out with every communication as well as updated links on our online booking site that explain the measures Neptune has put in place to protect property owners. Neptune also created an online link that can be included in any social media campaigns and our utility partners can use as links on their sites.

Below is a list of additional measures Neptune has put in place to further support our return to work during the pandemic:

- Determine list of required Personal Protective Equipment (PPE) for return to work and place orders – use and when based on province mandates;
- Refined our Call Centre scripting for homeowner screening;
- Developed an online technician health assessment form (To be completed 3 times a day)
 - Daily inspection conducted 3 times daily by technician;

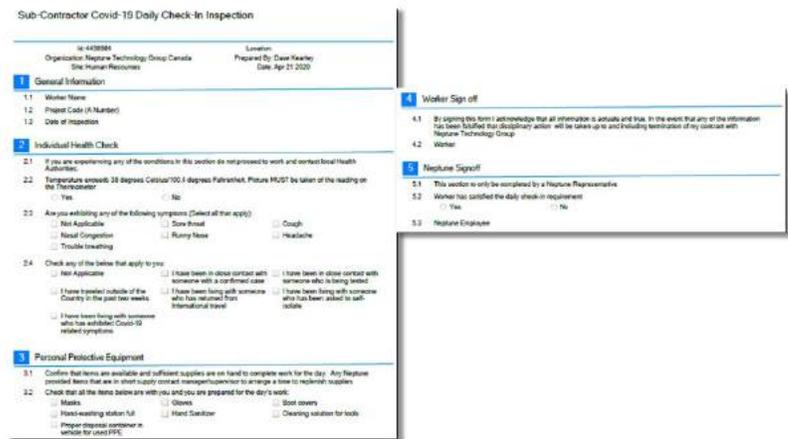
- 7:30am
- 11:30am
- 3:30pm

- Each check-in is signed off by our Project Management team;

- Developed 18 new COVID-19 specific SOP's (Standard Operating Procedures);
- Created two new tasks (Health Concern – homeowner and Health Concern – technician) to be applied to accounts where homeowner or technician concerns exist;
- Modified our cold calling and door knocking procedure to align with new HSE protocols;
- Developed a questionnaire to be answered at the door prior to entry. Failure to any of the questions will result in a rebooking of the appointment.

- Key Questions:
 - Before we continue is anyone in your household suspected to have COVID-19?
 - Has anyone had a cough, fever, difficulty breathing in the last week?
 - has anyone returned from traveling out of the province or internationally in the last month?
 - Has anyone been in recent contact with anyone that has had COVID-19?
 - Is there anyone in the residence that may fall under the vulnerable group category such as underlying conditions or elderly as we would like to ensure our technician are made aware?

- Modified the closing script when wrapping up calls in our call centre:



Sub-Contractor Covid-19 Daily Check-In Inspection

Id: 428284 Organization: Neptune Technology Group Canada Location: Prepared By: Dawn Kealey Date: Apr 21 2020 Site: Human Resources

1 General Information

1.1 Worker Name: _____
 1.2 Project Code (if Number): _____
 1.3 Date of Inspection: _____

2 Individual Health Check

2.1 If you are experiencing any of the conditions in this section do not proceed to work and contact local Health Authorities.
 2.2 Temperature exceeds 38 degrees Celsius/100.4 degrees Fahrenheit. Probe MUST be taken at the reading on the thermometer.
 Yes No

2.3 Are you exhibiting any of the following symptoms (Select all that apply)?
 Red, Swollen Sore Throat Cough
 Nasal Congestion Runny Nose Headache
 Trouble Breathing

2.4 Check any of the below that apply to you:
 Not Applicable I have been in close contact with someone with a confirmed case I have been in close contact with someone who is being tested
 I have traveled outside of the Country in the past two weeks I have been living with someone who has returned from International travel I have been living with someone who has been tested to with COVID-19 related symptoms

3 Personal Protective Equipment

3.1 Confirm that items are available and sufficient supplies are on hand to complete work for the day. Any features considered items that are in short supply must be managed/procured to ensure a team to replace supplies.
 3.2 Check that all the items below are with you and you are prepared for the day's work.
 Masks Gloves Boot covers
 Hand-sanitizing solution full Hand Sanitizer Cleaning solution for tools
 Proper disposal container in vehicle for used PPE

4 Worker Sign off

4.1 By signing this form I acknowledge that all information is accurate and true, in the event that any of the information has been supplied that distribution action will be taken up to and including termination if you contact with Neptune Technology Group.
 4.2 Worker: _____

5 Neptune Signoff

5.1 This section is only to be completed by a Neptune Representative.
 5.2 Worker has satisfied the daily check-in requirement.
 Yes No
 5.3 Neptune Employee: _____

- Reconfirm the date and time of the appointment;
- Person over the age of 18 is on site to provide the technician access into the home;
- “The health and safety of everyone is our main priority, we ask you to please
 - keep any pets away from the technician”
- “Notify us as soon as you can if there are any changes to the medical condition of anyone in the household prior to the appointment date or even after.
 - Ensure a minimum distance of 6 ft is kept between you and the technician for the duration of the appointment
 - Ensure all doors, panels and objects to the meter are kept open or moved away to limit the amount of contact in your home.”
- “Thank you for calling “
- PPE used on site:
 - Mask
 - Disposable Gloves
 - Boot Covers
 - Each installer will have Hand Washing Station available on site
 - Hand Sanitizer
 - Sanitizing Spray to clean tools
- PPE Inspections
 - Inspection created to assess PPE preparedness
 - Donning/Doffing training
 - Appropriate use and disposal
 - Check to ensure sufficient supply before starting the day



Our team continues to meet on a weekly basis to react to the ever-changing regulations set by Public Health and government. Neptune also has weekly progress meetings with all our utility partners at which time any regional specific changes in regulations are discussed and field procedures adapted to comply.

Public Education & Customer Communication Program: Proven techniques for appointment booking and customer education include:

- Trifold colour pamphlet, initial contact letter, canvassing, telemarketing, reminder notices, or final notice letters.
- Real-Time On-line Appointment Website www.watermeterappt.com
- Prepaid customer service comment cards

Customer Contact Methodology Installations

City Initial Contact Letter: Neptune would request that the City mail an initial contact letter at the beginning of the program to impacted customers to introduce the program and Neptune (the City would be responsible for all costs associated with this letter). Following this initial letter, Neptune would be responsible for all customer contacts and appointments. In order to secure appointments with customers for **inside installations**, Neptune will make three contacts with each customer (if necessary) using a combination of our proven techniques for appointment bookings (informational pamphlet, canvassing – including door knocker, telemarketing, possibly reminder letter, or final notice letter).

Informational Trifold Pamphlet: Neptune offers our premium informational pamphlet as an initial contact. This double-sided, full colour, 6 column informational pamphlet will be the corner stone of our communication plan. This proven communication piece provides the City's customers with a clear, comprehensive guide to everything a customer needs to know about the meter replacement program, from how to make an appointment, to water conservation tips. The informational pamphlet would be delivered to customers prior to the technician's arrival in a particular territory. The pamphlet can include:

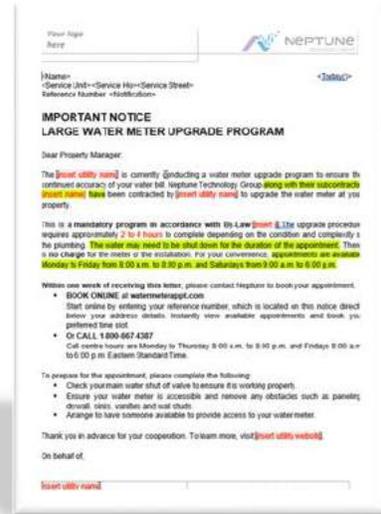
- ◆ An introduction of the program (why meters are being installed) and Neptune Technology Group;
- ◆ Straightforward description of the work to be completed;
- ◆ Meter reading instructions and information on how to detect leaks;
- ◆ Water conservation information;
- ◆ Frequently asked questions; and
- ◆ Toll free telephone number and on-line booking website - how to book an appointment or inquiry about the program.

The pamphlet offering assumes using Neptune's pamphlet template (content, creative and layout). Neptune will update the template based on the project scope and the City will be invited to participate in the booklet content approval process. Neptune's allows for moderate content modifications, if needed. Excessive revisions have not been factored into this offering



Initial Contact Letter: Neptune’s also offers an initial contact letter which has been the cornerstone of messaging for our ICI projects. This proven communication piece provides the City’s customers with clear messaging to everything a customer needs to know about the meter installation program, from how to make an appointment, to tips on how to prepare for the appointment. The initial letter would be delivered to customers prior to the technician’s arrival in a particular territory. The letter can include:

- ◆ An introduction of the program (why meters are being installed) and Neptune Technology Group;
- ◆ Straightforward description of the work to be completed;
- ◆ Toll free telephone number and on-line booking website - how to book an appointment or inquiry about the program.



COVID Insert: Along with our Tri-fold pamphlet or initial contact letter, Neptune will also include a Precautionary Safety Measure insert relating to COVID that describes additional procedures the technicians are taking to keep themselves and homeowners safe.



Reminder Notice: Neptune also uses notification letters to contact homeowners. In the letter, we can reference by-law information (if applicable). Our experience has proven that the inclusion of by-law information is directly related to achieving a higher success rate for appointment generation. It gives the letter additional weight and helps to close out remaining hold-out accounts. The letter provides all the necessary information for a homeowner to book an appointment. We have many samples which we can share.



Door Tag: While technicians are out in areas to conduct installations, they will call on houses that did not make appointments. A door tag will be left at any residences where face to face contact was not made. The door tag also prompts the homeowner to call Neptune to book an appointment. Some service providers do not provide this service. Our 31 years of experience definitely shows that door tagging, when integrated with the mailing of a tri-fold or letter, can increase the combined success of these contacts by 10-20%.



Outbound Phone Attempt: If telephone numbers are provided, Neptune's call centre representatives can also assist by making outbound phone calls to book appointments. Additional information on our call centre has been provided with this proposal submission.

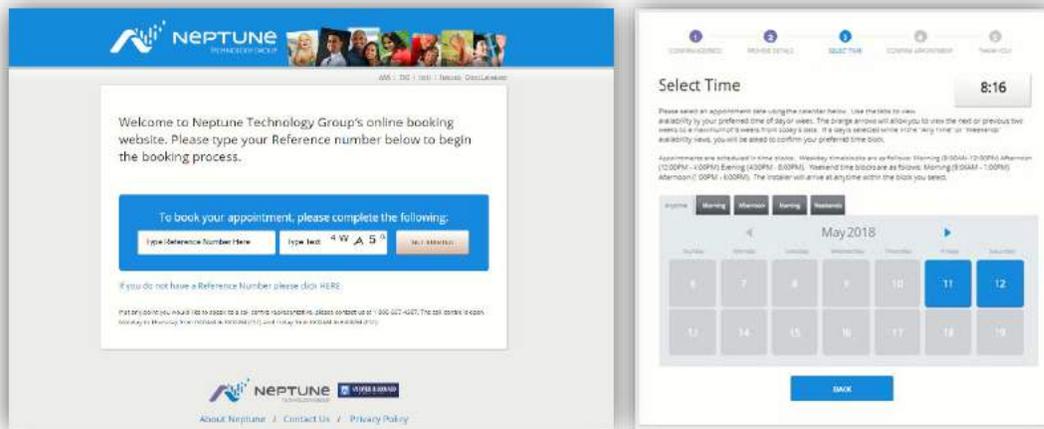
Final / Notice Letter: Similar to our Reminder Notice, the Final Letter provides the homeowner with all the necessary information in order to book the appointment, including by-law information (if applicable). It also outlines that previous contact attempts were made and not responded to and will instruct the customer to phone and book an appointment within a one-week time span. We have many samples which we can share.



All Contacts Made and Returned to the City: In the event that the homeowner/account fails to respond within 10 days following the third contact, Neptune will advise the City that the installation could not be complete. The Project Manager and the City can review at each Progress Meeting contacts completed and identify these soft refusal accounts to the City. At this point, Neptune has fulfilled its contractual obligation with that account. Should the City be able to support in securing an appointment during the operational phase of the contract, Neptune will be happy to fulfill the installation request. All remaining accounts will become the responsibility of the City. Appointments will be booked through Neptune's Call Centre or by way of Neptune's On-line Appointment website. Neptune will electronically document all customer contact attempts. Neptune will manage all administration and provide data back to the City in a digital format.

On-line Appointment Capability: The public education plan will also include an option for homeowners to schedule real-time Online Appointments. It is expected that at least 40% of appointments will be booked through Neptune's on-line booking site. Your customers will have access to Neptune's online appointment website, which provides them the ability to go on-line and book an appointment time, 24 hours a day. Quick and easy! Book from anywhere! Homeowners can conveniently book their appointment online from their PC, tablet or smart phone. Instantly view available appointments and book their preferred time slot. At the time of booking, a confirmation will be provided, and appointment details may be emailed. Our website also allows homeowners to provide comments such as special instructions that they would like the technician to know (e.g. please use side door entrance). These comments are carried forward to the technician who will perform the work. We believe that this attention to detail helps to provide the best overall customer care for all program participants.





What Differentiates Neptune's Communication Strategy: Public education is one of the most important aspects of any metering program and the success of the entire program rides on public acceptance, which is strongly influenced by a well designed and implemented education program. Successfully generating appointments is fundamental to ensuring a project operates on schedule. Our strength comes from years of experience installing water meters - we know how to gain public acceptance for water meters and how to get appointments. We focus our efforts towards maximizing the effectiveness of each of contact. By focusing on the success rate of each contact, we can maximize the number of appointments generated while being the least intrusive to homeowners and reducing costs. Our approach also allows Neptune to execute the project in the shortest amount of time while also mitigating the number of customer refusals (Neptune has less than 5% soft refusals). Contacts are made following a detailed internal protocol (for example triggered by a set number of days passing). Neptune's approach is also designed to minimize missed appointments and offer homeowners a trouble-free experience. Neptune has the greatest experience in Canada in developing materials specific to water metering projects and we believe that this makes Neptune unique and a valuable partner to the City. Neptune's professional style materials are all creatively produced in-house at Neptune. Neptune has a dedicated marketing team that will manage all aspects of creative content and design. While others may opt to work with outside advertising agencies, we believe that Neptune offers greater value to the City with our long term proven educational program.

Difficult Situation or Reluctant Customers: Neptune applies our knowledge gained from extensive experience across the country to proactively address any potential or foreseeable challenges during the operational phase of this program:

- ◆ Extensive training programs - our technicians are trained to handle all situations encountered in the field.
- ◆ Communication programs of this nature should be based on the concept of social

marketing based on removing barriers that may prevent the public from participating in a program. For example, our communication plan is designed to eliminate those barriers and it encourages residents to make their installation appointments in a timely manner, thereby helping to **reduce the completion time for the entire metering program.**

- ◆ Once the installation is complete, the technician will explain to the homeowner: how the meter works, how to read the meter, and how to check for leaks. We believe this extra care offers a higher and more personal level of service to the residents.
- ◆ All customer complaints/inquiries are documented on a Quality Assurance Form. This allows for an optimal level of responses to our customer personally carried out by the Project Team.

Progress Meetings: On a bi-weekly (or as requested) basis, a progress meeting will be arranged to discuss all items related to the project such as production, contact attempts, and accounts returned to the City for reasons including customer refusals, curb stops, etc. Although Neptune works hard to manage all of the day to day activities, this project will require support from the City. Our project team is allocated and budgeted to be on-site with the objective of successfully executing this contact within the agreed upon scheduled timeframe. To achieve this goal the City will be asked to provide timely response to approvals and support in addressing the difficult accounts noted above. A sample project abstract has been provided, which is one tool that Neptune uses to monitor accounts by status. This will be a very valuable report for territory management and area completion monitoring.

Customer Data: The City would be responsible for providing a complete database to Neptune a minimum of 4- 6 weeks in advance of the installations. Please provide data in Excel format - Service address with postal code separated by column (i.e. unit #, street number, street name, city, province, postal code), account number, tenant (occupant) name, tenant (occupant) phone number, owner address with postal code separated by column, Owner name, owner phone number. For existing meters, please provide the following information for each account: meter size, meter type (manufacturer), unit of measure, reading technology, meter serial number, meter ID number, date of installation (YYYYMMDD), meter location (pit or inside, description of exact location), remote location.

Accurate Data Management: Our customized data management system is custom designed to manage the information which is relevant to water meter AMI/AMR projects. Our system includes queries, restrictions and validations to guarantee the accuracy of the data. The combination of our data management technology and our experienced personnel provide the ideal tools for handling projects of this type. Neptune's database system is also designed to manage customer contacts, customer contact history and appointment scheduling as well as area management, and includes back-up security protocols.

Project Electronic Work Order & Reporting (Data Management):

Each Neptune technician will use an electronic data capture tool to ensure the accuracy and timeliness of data transfer. Neptune has used a field Electronic Work Order (EWO) system for our turn-key installation projects for over 5 years and has developed best in class processes in the design of the system. Neptune proposes to use our EWO technology to maximize operational efficiencies and data integrity. Data tracking is critical to a metering project. All information, including customer contacts, is captured in our electronic database. As part of our proven project management deliverables, we will provide a Production Report to the City on a regular agreed upon basis. This report will be available to the City in an electronic format. This information will be the cornerstone of your billing system, so Neptune has created validation and audit processes, which will ensure the validity of the information.



Neptune's Production Report includes the following data:

- ◆ Installation date
- ◆ Item/service description
- ◆ Area/Ward (if applicable)
- ◆ Account number
- ◆ Work Order Number (if applicable)
- ◆ Address (number, street name)
- ◆ Customer Name (if available)
- ◆ New and Old Meter Information including:
 - Meter serial number, meter location, meter size, meter type, unit of measure, remote type, remote location, remote identification number.

Our data management system is custom designed for the water industry and, more specifically, to manage the information which is relevant to water meter and AMI/AMR projects. Our system includes queries, restrictions and validations to guarantee the accuracy of the data as well as manage customer contacts, customer contact history and appointment scheduling and area management. Neptune would manage the project administration for the meter program using our custom designed electronic work order system. This work order system will play a critical role in the management of in-field installation data and data quality. Each field technician would be equipped with a handheld device to be used at the time of installation. For each appointment, the City provided account data is electronically populated into technician's handheld. The electronic work order system captures the required in-field data which is seamlessly transferred into Neptune's database system.

Neptune offers the unique benefit of one centralized service tool which is capable of:

- ◆ Electronic data entry
- ◆ Barcode scanning
- ◆ Real-time wireless connectivity
- ◆ Digital signature capture
- ◆ Automated in-field validations
- ◆ Installation tracking
- ◆ Installation time logging
- ◆ GPS capture
- ◆ Electronic picture management

Electronic Data Entry: Maximizes the quality of the data compared to manually capturing the data in the field on traditional paperwork orders while also eliminating the need for manually entering the data into the project database.

Bar Code Scanning: The ability to bar code scan removes the need to manually key in long 8-9 digit serial numbers and mitigates transposition errors. Neptune understands that this data is critical for City billing and asset management. We believe that incorporating the ability to scan in serial numbers, IDs and meter billing determinants provides the highest level of data integrity for the City, thus providing the most assurance for accurate billing.

Real Time Wireless Connectivity: Provides better visibility and efficiencies for reporting to the City. Technicians are connected wirelessly to Neptune's host software while they are working in the field. This allows data to transmit seamlessly both to and from the technician at any time. Both data integrity and efficiency is vastly improved as the information is constantly synchronized between the field and the office. The installation information is updated in Neptune's host software upon completion of the work, so there are no delays in updating the status of the account or providing timely and accurate data back to the City. From a customer service perspective, this is very valuable as Call Centre Representatives can directly change installer schedules while they are in the field (cancelled appointments, time changes). In addition, Call Centre and Data Administrators have real time access to what has been completed on site. If the customer or City calls, the representatives can confidently communicate what has occurred on site, including access to pictures and related comments.



GIS/GPS: Using Neptune’s electronic work order system, GIS/GPS coordinates of the service address will be captured and provided to the City. Coordinates will be captured at the time of installation using the handheld device which automatically links the coordinates to the correct account. There is no need to transcribe or manually associate GPS coordinates which would be necessary if using a separate, dedicated GPS device or if the system did not have the sophistication in place to directly link to the correct account in the backend system. The level of integration provided by Neptune’s electronic work order system is essential to data integrity. Value added features inherent to Neptune’s EWO include GPS tracking of other field activities that aid in managing a project of this scope and magnitude. For example, the EWO device captures GPS coordinates, as well as the date and timestamp, as proof of the contact for all door knocking attempts. The same data is captured in the event that a homeowner misses an appointment. This provides the City with the added assurance that the work was completed as documented, in the event of a dispute from the homeowner.

Electronic Picture Management/Value Added Feature: Neptune will also capture pictures with the electronic work order system. As a minimum, Neptune will take before and after pictures, including a picture of the final reading.

Neptune Advantages: Other key advantages of electronic data capture include the inherent environmental benefits achieved from eliminating paper while drastically improving data integrity. Neptune’s fully integrated solution also provides improved project communication and efficiency as, each day, Neptune’s Project Manager can closely monitor key project indicators (number of meters installed, door knocking attempts, etc.). The timeliness of data will benefit the City in that it will allow Neptune to more efficiently manage the project, which can result in better project timeframes (i.e. faster project execution). Timely reporting is also important to ensure that critical customer data is up to date to maintain accurate billing and minimal customer disruption. Not all Electronic Work Order Systems are the same. Neptune’s EWO solution is fundamentally different from other solutions in the market. A common approach is to “copy” the paperwork order into an electronic “form” without validating that all relevant installation data is collected at the time of installation and characterize this as an electronic work order. Neptune’s system is fundamentally different with much greater functionality and is designed to mirror Neptune’s best practice installation workflow. The handheld screen prompts the technician through the entire workflow process from the start to the end of the appointment and includes all installation protocols from interacting with the customer, installation methodology, inspections, and sign off. The technician must follow all procedures, or the handheld will not complete the transaction. This ensures consistency by all technicians. The system has sophisticated logic that validates installation data and contains



mandatory fields for data capture. These immediate checks and balances ensure that all required data fields are captured at the time of the installation. This mitigates the chance of data being missed, as the technician cannot complete the transition without filling in all the required data.

REPORTING

Neptune provides industry leading reporting processes with the highest level of data security and integrity to meet or exceed the City's requirements. The project production data is always available via our **Neptune Connect** secure online utility portal which is described below. In addition, Invoicing reports are automatically sent from Neptune's MIS system on a monthly schedule, including all back up reports as required. We understand the importance of timely data, but more importantly the importance of data integrity and security. Neptune's end-to- end processes and MIS system provides the City with the reassurance that they will receive accurate and secure data in a timely manner. In summary Neptune will provide:

- **Progress Reports (Daily):** Updated account/installation data for each account available via **Neptune Connect** by way of simply downloading/extracting from the File Share tile.



NEPTUNE
CONNECT

File Share						
File Type	Last Updated	Next Delete	Last 7 days	Last 30 days	31-90 days	All
Production Report	Nov 12/2020	Sep 19/2019	44	221	362	3723
Standard Reports	Nov 09/2020	Sep 10/2020	2	0	41	217
Invoice	Oct 29/2020	Jun 26/2020	0	46	76	752
Meeting Notes	Oct 07/2020	Jan 03/2020	0	0	1	4
LM Survey	Feb 19/2020	Apr 26/2020	0	0	0	30

- **Invoice Summary Report (Monthly):** Summary invoice (line item, quantities completed during that month, and sums the total invoice).
- **Invoice Back-Up Report (Monthly):** Detail report for the Invoice Summary Report that details the line items used at each account.

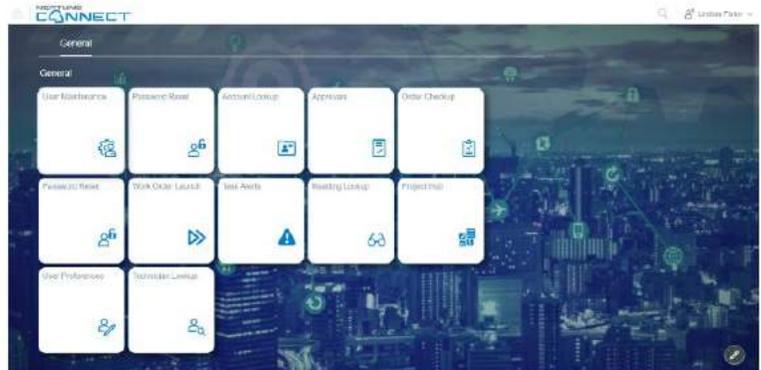
NEPTUNE CONNECT

To make doing business faster, more efficient, and secure, today's preference in both business and consumer interactions is trending towards easy web-access. Neptune's automated web-portal (referred to as Neptune Connect) removes the need for detailed telephone conversations, requests for documentation and queries. Neptune **offers on-demand**



24/7 secure access to essential project data; interactive access to project data empowers your utility and promotes customer satisfaction. As privacy and data security requirements heighten, Neptune Connect eliminates the need for email communication with sensitive customer information and includes controlled access through user authentication.

Project Hub: The focal point of Neptune Connect begins with your access to our Project Hub module. The **Project Hub** provides your team with real-time access to your project dashboard, overall project status and reports. The project dashboard delivers a consolidated graphical view of the project status and project health, communicated in a way that is in line with proven industry best practices:



- ◆ Deciphers the information need by Neptune and City project managers
- ◆ Quick visibility of risks and issues that may hinder the project's success
- ◆ Facilitates proactive decision making
- ◆ Allows for earlier identification and evidence-based course for correction
- ◆ Effectively keeps your project on track

The Project Hub includes reports that can be generated on an as-needed basis by your team:

- ◆ Provides on-demand data into the hands of your team 24/7
- ◆ Supports data-driven decisions and removes delays in requesting documentation

- ◆ Your team will have the ability to export/print report details which is useful for senior level presentations/analysis

Neptune's Project Hub module is just the beginning. **Neptune Connect Plus** will allow your utility to access valuable project data organized into separate modules designed specifically with your utility end-users in mind (Utility project manager, field inspectors, finance, and customer service representatives). Your pricing includes Neptune Connect and Neptune Connect Plus customer portal based on current version available at the time of the project. Those modules include:



Order Checkup: Review completed work from the convenience of your desk! This module will transform the way you do inspections by bringing your project manager "into the field" without the expense of rolling a truck or disrupting a homeowner. From your desk, review before and after installation pictures and conduct cycle inspections (review accounts by invoicing cycle, search accounts within a cycle, access historical cycles, and select a percentage of accounts to randomly inspect). For example, for a project with 1,000 accounts, proper project oversight by a typical utility would include inspection of 10% of installations (100 site visits). If the average cost to roll a truck is \$110 per occurrence, this module mitigates over \$11,000 in costs.



Task Alerts: With a project of this type, there will always be a percentage of accounts that need attention from the utility in order to proceed. In a metering project, these are referred to as "Utility Tasks", such as curbstop repairs or customer refusals. The Task Alerts module provides an in- depth review of utility tasks with the ability to filter by the type of task. Utility personnel also have the ability to view details for a specific task on an account (pictures of the task). This visibility allows the utility to organize and dispatch resources in a coordinated manner based on task work type which results in faster resolution of tasks and expedites project completion.



Account Lookup: This module provides the most customer focused view; access a 360° view of any account and lookup its current state. This is an excellent tool for dispute resolution or customer interactions as utility staff will have all supporting data at their fingertips (for the current status by account). This module allows utility personnel (for example customer service or finance) to search for a specific account within the project and have a clear picture of the status of the account (i.e. able to understand whether an account is bookable and if not, why). Utility personnel will have the ability to book an appointment on behalf of a homeowner. Utility personnel can see:

- ◆ Activities (contacts made on account, validate doorknockers against date/time and GPS etc.)
- ◆ Tasks (status, assigned to, pictures, task data including GPS, reason codes, etc.)

- ◆ Order Detail views (pictures, work order data, export/print options for work order form).

This module empowers utility personnel with respect to single account concerns and maximizes first call resolution for utility customers.



Reading Lookup: This module was also designed with your customer service or finance/billing departments in mind. Maximize your service level with instant access to old meter read data to support customer service calls. Your team will have the ability to search for specific accounts within the project to verify final reads. Enjoy access to final read data and pictures in one place with the ability to email information to your customers with high bill complaints. Customers are looking for fast resolutions to their problems and this module provides a great way to keep focused on the customer experience. First-call resolution (or FCR) means meeting a customer's needs fully the first time they call. This module supports just that. Every 1% improvement made in FCR, translates into a 1% improvement in customer satisfaction.



Technician Lookup: This module provides you with access to booked appointments and technician calendars. This value-added feature allows you to view schedules by technician and supports the utility's desire to conduct in-field inspections. It also allows utility personnel to provide quick and efficient verification for homeowner inquiries (i.e. homeowner asks to confirm that that technician is authorized or verified).



File Share: This module provides you with on demand access to project documents! There is no longer a need to wait for these reports to be sent via email, which can also contain sensitive information. It also eliminates the need to create a Secure File Transfer Protocol (sFTP) client. File Share ensures all documents will be shared securely and meet data privacy requirements. The following documents will be available and can be downloaded directly from Neptune Connect; Production Reports, Invoices and Back-up Reports and Large Meter Flow Test Certificates.

On Going Inspections & Quality Assurance: Neptune will set up a Quality Assurance Program, which will ensure the quality of workmanship and customer service. With each installation there will be an RF connectivity test. All of these will help ensure that the installation has been carried out to specification. In addition, there will be inspections carried out by an authorized Neptune representative. Post installation customer cards will be provided to ensure that our team has conducted themselves in a friendly, courteous manner while making sure that the customer is fully aware of the program and the work that was carried out.

Valve Location & Operation: Where curb stop operation is required to perform a water meter replacement, Neptune can operate the curb stop. If the contract allows, Neptune can also replace the inside shutoff valve where a valve does not exist, is inoperable, not stopping the water, is leaking, or is otherwise non-functional. If the curb stop is not visible, the technician can use an

electronic locator and/or off-set measurements to minimize the need for the City's support. If this fails, we will request assistance (this should be minimal). In the event that both the valve and curb stop are inoperable in low risk situations, Neptune has the ability to use a freeze kit to stop the water flow and complete the installation (to be discussed at the preconstruction meeting with the City). If Neptune is unable to freeze the line or if the situation is deemed high risk, Neptune will turn the account back to the City. The City will be able to view these accounts daily through the utility portal **Neptune Connect**. Should the customer already have an operational valve in place, the installer will turn the valve off and complete the meter installation. If a valve is used by a Neptune technician in the normal course of operation and a leak develops, Neptune will not be held responsible for the cost to replace this valve.

Emergency Contact: Neptune will provide 24-hour emergency service for the operational phase of the project. Emergency response is a standard process across all Neptune projects. The homeowner contacts Neptune through our toll-free number whereby prompts activate a call to either a pager or the cell phone of our on-call staff (e.g. Project Manager). The Project Manager would contact the customer to determine the extent of the emergency and address the situation accordingly. Further, the City would also have the direct contact number of the Project Manager if needed.

Definition of Complete: It is Neptune's goal to address 100% of accounts based on the following - an account is considered complete when either: a meter has been installed, or the required number of contacts attempts have been made, or the account is cancelled/returned to the City.

$$\text{Project completion} = (A+B)/(C-D)$$

A = Number of installations

B = Number of accounts returned to the customer (e.g. refusals, all contacts made, poor conditions, extra ordinary circumstances, vacant property/lot, inoperable curb stop)

C = Total number of accounts issued by customer

D = Number of canceled accounts

Project Schedule: Key factors that impact start-up include a signed contract, receipt of the database and alignment with Neptune Project Manager availability. Neptune and the City would determine a mutually agreeable start date.

Installation Warranty: Neptune will warrant our work for a period of 30 days from the date installation. The warranty shall only apply to work performed by Neptune. Installation warranty includes leaks from fittings installed by Neptune (if applicable). Neptune will be responsible for damage caused by our negligence. In the event damage is caused by age of plumbing (e.g. thin/aged copper service, faulty existing infrastructure, inoperable fitting, etc.) or a latent defect, Neptune will not be held responsible and corrections will not be billable to Neptune.

Warehouse Space: The City has permitted Neptune to work from the City's office and offered

storage space. Neptune would like to request approximately 500 square feet of storage space for the operational phase of the contract.

Additional Project Details:

- ◆ Pricing does not include confined space entry.
- ◆ Pricing does not include constrained space.
- ◆ Pricing for line freeze is up to and including 1". For freezing on larger sizes, Neptune can provide alternate pricing if required.
- ◆ Payment terms are net 28 from the date of the invoice.
- ◆ All installations are inside (no pits).
- ◆ No asbestos and/or existing asbestos pipe insulation. Town responsible for asbestos removal if applicable.
- ◆ Licenses, permits etc. required from the Town, Province etc. have not been factored.
- ◆ Neptune has not made provision for registered letters (pricing available upon request).
- ◆ Removed meters will be returned to Municipality for recycling (scrap meters), if applicable.
- ◆ Pricing does not include dewatering.
- ◆ Pricing assumes regular business hours.
- ◆ Pricing does not include reinstallation of insulation.

POST INSTALLATION SUPPORT

System Training

As part of our commitment to be your most valuable partner, Neptune has structured our training program to help ensure that you realize the potential of your meter reading solution.

A Neptune trained, and certified System Implementation Specialist will work with the City at the onset of the project and will be available every step of the way to assist with any technical configuration and setup for the AMR system. Neptune has worked with many municipalities who use Vadim and successfully completed integration and implementation for each of them. As such, we recommend developing a transfer file between Vadim and Neptune 360. This will ensure the systems are maintained and are in sync. Should the Town not be in a situation where they can invest into a transfer file, we have quoted an alternative called File Mapper Tool. This tool supports the import and utilization of "flat" files for the purposes of transferring data between a utility's Customer Information System (CIS) and Neptune 360. These flat files are not required to have a hierarchical record structure,

are plain text-based and use delimited variable-length fields rather than fixed-length fields and records. Support for flat files allows implementers to begin inter-operating with Neptune 360 more rapidly. In many cases, a CIS may be able to support a flat transfer file with little to no intervention from the CIS vendor.

The first part of training covers the overall system management requirements. All training classes will be conducted utilizing actual equipment to be installed in the City's production meter reading system. Your facilities will be utilized to conduct all training classes and we encourage all users to have computers with them to follow along in the software to become as comfortable as possible with system navigation and functionality. The goal of the training session is to ensure you're comfortable with the reading system, be fully trained to bill customers, as well as leverage all the advanced features available to optimize the City's operations and customer service.

The session includes the modules outlined below. We permit our trainers to take liberties and adjust the agenda topics, order, and length based upon your preferences and specific goals. The standard agenda is as follows:

Module 1 – System Overview

- An overview of the entire system including the data path from the meter through the software and general information on all components in the system. Provides a baseline understanding of how the entire system functions for all users.
- Walk through the agenda of the training, what each module covers, and who should attend.
 - *Recommended Staff Attendance: Everyone*

Module 2 – Introduction to Neptune 360 Software

- Provides a high-level overview of all the features available in Neptune 360. Briefly touches on all screens and features, with detailed hands-on training reserved for individual groups in upcoming modules.
 - *Recommended Staff Attendance: Everyone*

Module 3 – Billing Integration

- Detailed training on the billing software's integration with Neptune 360 including importing and exporting
- Discuss how the account updates are performed
 - *Recommended Staff Attendance: Billing Staff*

Module 4 – Account Maintenance

- Detailed training on the proper procedure for new installations, changing MIUs, removing meters, soft disconnects, and compound meters.
 - *Recommended Staff Attendance: Billing Staff*

Module 5 – Customer Service

- Detailed training on common customer service tasks and questions.
 - *Recommended Staff Attendance: Customer Service Staff*

Module 6 – Meter Reading Hardware

- Detailed training on the set up and use of all meter reading provided, including utilizing the Belt Clip and Mobile app for capturing billing reads or as troubleshooting tools
 - *Recommended Staff Attendance: Billing Staff, Operations Staff*

Module 7 – Value-added features

- Detailed training on the options available within Neptune 360: examples include available KPIs, reports, and mapping.
 - *Recommended Staff Attendance: Everyone*

Module 8 – IT/Troubleshooting

- Provides an overview on what errors may be encountered, what to do, and who to contact when issues do occur.
 - *Recommended Staff Attendance: IT Staff; Management*

We understand that there is simply too much to learn when users are new to a system which is why we've developed this comprehensive approach. Neptune trainers will work directly with your end users to address their specific questions and review some common use cases depending on department and goals. Neptune's aim is to ensure the City is fully self-sufficient with our system at the conclusion of the training session.

System and Software Support

Neptune is committed to provide technical support and ongoing training while also garnering feedback from our partners to continue to improve our products and services. To accomplish this goal, Neptune has a Systems User Support Group that can be contacted through support@neptunetg.com or by calling 1 800 647-4832. The group consists of highly qualified specialists to address all meter and systems concerns. This group is focused on providing support for existing and new products and they are devoted to customer satisfaction either over the phone or by site visits. As part of your Neptune 360 subscription, Neptune will provide at your request 4 hours of on line software training. This service is at no additional cost. Please contact your local distributor or Neptune TM to arrange.

Product Support

As previously, the City will continue to be serviced by their current Neptune product provider, Wamco Northern Supply located in Sudbury, Ontario. The City will work closely with Wamco post project for ongoing product support. Wamco is well versed in Neptune's RMA process and can

support the City through warranty situations as well as general product support.

The City will be provided technical phone support assistance from 8:00 a.m. to 6:00 p.m. EST through unlimited toll-free Telephone Help Desk. Help Desk services include the following functions:

- Host PC software operations;
- Facilitation of equipment repair and maintenance;
- Requests for training;
- System evaluation and recommendation;
- System administration guidance;
- Problem troubleshooting.

For support calls outside of the regular system support hours Neptune will promptly return calls the next business day by 11:00 AM (EST).

Neptune Customer Support personnel utilize a Customer Relationship Management System for tracking/resolving customer issues. Our Customer Support Team tracks their performance on a monthly basis and typically exceeds our internal Support Metrics:

- First Call Resolution – 95%
- Same Day Resolution – 95%

All calls for assistance will be answered by one of our qualified support personnel or will be directed to one for a return call as soon as possible. Every effort will be made to resolve any problem over the phone on the first call. If this is not possible, a plan of action will be set to track and resolve the problem.

Neptune Customer Support staff routinely go above and beyond the scope of our own systems to provide “total system support” to our clients from the PC down to the meters being read, including consultation with billing system administrators and programmers. Neptune Customer Support stands ready to help you prevent problems by consulting on any items that may be excluded from support.

Additional Training Seminars:

Lunch and Learns: Lunch and Learn training sessions are specifically designed for the customer that will experience the training. Working with the Territory Manager, the customer will identify areas of their system or team in which they would like to build and strengthen. The Territory Manager will then bring in the required resources and a half day presentation and training will be conducted. These resources can range from Product Managers, Customer Service Representatives

and Department Managers. These sessions are completely specific to the customer and their needs.

Large Meter School: Neptune offers a large meter training school 1-2 times per year in Canada, and 1-2 times at our factory in Tallassee, Alabama. The Large Meter Training School is specifically designed to train City personnel and provide you with the skills to size and select meters properly for the application, installing meters correctly and repairing and testing meters. During the 2-day session all meters (Positive Displacement, Turbine Meters, Compound Meters, Fire Service Meters, Ultrasonic and Electromagnetic Meters) are reviewed and all questions are answered. Due to COVID-19 these programs are tentatively on hold. Please contact your local Territory Manager for updates.

Included with classroom instruction, participants get a half day of hands on experience where meters are broken down and thoroughly examined and explained and then rebuilt. The below table is an example of a typical agenda for a large Meter School:

Neptune Systems Users Groups: Dependent on demand and the need, Neptune Canada holds a Systems User Group for all Neptune AMR and AMI systems users. This one-day session serves as refresher training for City users looking to refresh their knowledge of their AMR and or AMI systems that they use. Participants also have the opportunity to interact amongst their peers within the industry to share knowledge and exchange information.



Schedule of Pricing

Neptune Mach 10 Ultrasonic R900i Water Meter

Item	Item Description	Est'd Qty	Unit Price (each)	Project Cost
Replacements				
1	Supply and replace 3/4" meter with Neptune 3/4" MACH 10 water meter with integrated R900i RF Transmitter	2	\$ 522.00	\$ 1,044.00
2	Supply and replace 1" meter with Neptune 1" MACH 10 water meter with integrated R900i RF Transmitter	4	\$ 606.00	\$ 2,424.00
3	Supply and replace 1 1/2" meter with Neptune 1 1/2" MACH 10 water meter with integrated R900i RF Transmitter	3	\$ 1,243.00	\$ 3,729.00
4	Supply and replace 2" meter with Neptune 2" MACH 10 water meter with integrated R900i RF Transmitter	4	\$ 1,403.00	\$ 5,612.00
5	Supply and replace 3" meter with Neptune 3" MACH 10 water meter with integrated R900i RF Transmitter	1	\$ 4,175.00	\$ 4,175.00
New Installations				
6	Supply and install Neptune 5/8x3/4" MACH 10 water meter with integrated R900i RF Transmitter	18	\$ 516.00	\$ 9,288.00
7	Supply and install Neptune 3/4" MACH 10 water meter with integrated R900i RF Transmitter	2	\$ 547.00	\$ 1,094.00
8	Supply and install Neptune 1" MACH 10 water meter with integrated R900i RF Transmitter	4	\$ 631.00	\$ 2,524.00
9	Supply and install Neptune 1 1/2" MACH 10 water meter with integrated R900i RF Transmitter	3	\$ 1,544.00	\$ 4,632.00
10	Supply and install Neptune 2" MACH 10 water meter with integrated R900i RF Transmitter	3	\$ 1,717.00	\$ 5,151.00

Proposed Meter Downsizes (note after additional review some meters are now straight replacements) the below prices are all inclusive less any additional valves which require replacing				
11	180 Craven Drive - Downsize ¾" meter to Neptune 5/8x3/4" MACH 10 water meter with integrated R900i RF Transmitter including tailpieces	1	\$ 516.00	\$ 516.00
12	130 Lakeshore Rd N – Supply and Replace 4" meter with Neptune 4" MACH 10 water meter with integrated R900i RF Transmitter including tailpieces	1	\$ 5,281.00	\$ 5,281.00
13	704024 Rockley Rd – Supply and Replace 1 ½" meter with Neptune 1 ½" MACH 10 water meter with integrated R900i RF Transmitter including tailpieces	1	\$ 1,243.00	\$ 1,243.00
14	883303 Highway 65 E – Supply and Install Neptune 2" MACH 10 water meter with integrated R900i RF Transmitter including tailpieces, valves, supports, fittings, pipe and flanges	1	\$ 3,117.00	\$ 3,117.00
15	997453 Highway 11 – Supply and Install Neptune 2" MACH 10 water meter with integrated R900i RF Transmitter including tailpieces, supports, fittings, pipe and flanges	1	\$ 2,487.00	\$ 2,487.00
16	997471 Highway 11 – Supply and Replace 2" meter with Neptune 2" MACH 10 water meter with integrated R900i RF Transmitter including tailpieces	1	\$ 1,481.00	\$ 1,481.00
17	191 Drive-in-Theatre Rd – Retrofit 2" PD meter with 2" ProCoder R900i register	1	\$ 383.00	\$ 383.00
18	143 Bruce St – Supply and Replace 3" meter with Neptune 3" MACH 10 water meter with integrated R900i RF Transmitter including tailpieces, supports, pipe and flanges	1	\$ 7,022.00	\$ 7,022.00
19	100 Bruce St – Supply and Replace 3" meter with Neptune 3" MACH 10 water meter with integrated R900i RF Transmitter including tailpieces	1	\$ 4,260.00	\$ 4,260.00

Register Upgrade Only				
20	Retrofit register upgrade T10 meter - 1 register (all sizes)	1	\$ 383.00	\$ 383.00
21	Retrofit register upgrade Tru/Flo meters - 2 registers (all sizes)	1	\$ 453.00	\$ 453.00
22	Project Management Fee & Mobilization ¹	Lump sum	\$ 15,000.00	\$ 15,000.00
23	Provisional Estimate		\$ 7,500.00	\$ 7,500.00
24	Neptune 360 AMR Essentials SaaS Subscription, Training & Setup (year 1) ^{2 3}	1	\$ 5,100.00	\$ 5,100.00
Project Total (before taxes)				\$ 93,899.00
HST 13%				\$ 12,206.87
Project Total (after taxes)				\$ 106,105.87

1. Project Management and Mobilization Fee includes the onsite management, administration, equipment and supplies during operational portion of contract.
2. Pricing for Software will be invoiced through Wamco.
3. For budgeting purposes, the ongoing annual subscription fee for Neptune 360 is as follows - Year 2 Subscription = \$3,155, Year 3 Subscription = \$3,715. Optional pricing for Neptune's 360 File Mapper solution is \$2,500 and is only applicable if the City chooses NOT to integrate the Neptune 360 software with your current Vadim iCity Billing software. Related costs for creating the transfer file between Neptune 360 and iCity will be at the expense of the City.

Provisional Items			
	<i>Provisional items include Supply and Installation (where applicable).</i> <i>Note: Cost to the City to be based on <u>actual</u> quantities used during the project.</i>		
A	Supply & Installation of Building Control Valve (BCV) up to 1 inch valve	Each	\$ 95.00
B	Supply & Installation of 1 ½" Ball Valve	Each	\$ 735.00
C	Supply & Installation of 2" Ball Valve	Each	\$ 888.00
D	Supply & Installation of 3" Gate Valve	Each	\$ 1,628.00
E	Supply & Installation of 4" Gate Valve	Each	\$ 2,267.00
F	Minor Plumbing Modifications - Moving a valve or similar fixture or a single branch line. 1-2 fittings (beyond initial 1-2 fittings) up to 1-inch fittings	Each	\$ 33.00
G	Semi Major Plumbing Modifications - Relocate single branch line or 3-5 fittings (beyond initial 1-2 fittings) and length of pipe (up to 25mm) where necessary up to 1-inch fittings	Each	\$ 51.00
H	Major Plumbing Modifications - Hourly for relocating branch line or greater than 5 fittings and length of pipe (up to 25mm) where necessary and all plumbing. Materials are extra (as approved by the City) up to 1 inch fittings	Hourly	\$ 90.00
I	Supply & Installation of 37mm Plumbing Fitting	Each	\$ 136.00
J	Supply & Installation of 50mm Plumbing Fitting	Each	\$ 177.00
K	Supply & Installation of 75mm Plumbing Fitting	Each	\$ 450.00
L	Supply & Installation of 100mm Plumbing Fitting	Each	\$ 920.00
M	Supply & Install of 40mm Pipe	Each	\$ 63.00
N	Supply & Install of 50mm Pipe	Each	\$ 81.00
O	Supply & Install of 75mm Pipe	Each	\$ 156.00

P	Supply & Install of 100mm Pipe	Each	\$ 191.00
Q	Site Survey	Each	\$350.00
R	Minor Carpentry - To include cutting open a wall and/or removing a portion of a stud	Each	\$ 35.00
S	Carpentry with Box - To include cutting open a wall/and or removing a portion of a stud and supply and installation of a finishing cabinet	Each	\$ 55.00
T	Carpentry Hourly - To include extensive work above the scope described in minor carpentry or carpentry with box.	Hourly	\$ 45.00
U	Curbstop Fee	Each	\$ 65.00
V	Line Freezing using Freeze Kit	Each	\$ 130.00
W	Service Call (Hourly)	Hourly	\$ 65.00
X	Service Call (Plumber)	Hourly	\$ 100.00

THIS AGREEMENT MADE IN DUPLICATE

THIS 31 DAY OF MARCH, 2021

BETWEEN:

CITY OF TEMISKAMING SHORES

(Hereinafter called "the Owner")

OF THE FIRST PART

-and-

NEPTUNE TECHNOLOGY GROUP CANADA CO., a body corporate with office at

7275 West Credit Avenue, Mississauga, Ontario L5N 5M9 (Hereinafter called "the Contractor")

OF THE SECOND PART

WHEREAS, the Owner issued a request for a proposal for supply and Installation of water meters with radio frequency technology for the City of Temiskaming Shores.

AND WHEREAS Neptune Technology Group Canada Co. responded to the said request with a proposal, entitled 2021 ICI Installation Project.

THEREFORE WITNESSETH: That the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK:

The Contractor shall:

- a) perform all the Work required by the Contract Documents
- b) do and fulfill everything required by this Agreement, and
- c) complete the Work of this Agreement within a mutually agreed upon schedule.

Time is of the essence of this Contract.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents:

1. Appendix 1: Neptune Technology Group's proposal dated March 31, 2021 to the City of Temiskaming Shores entitled, 2021 ICI Installation Project.
2. Appendix 2: The City of Temiskaming Shore's confirmation to proceed email to Neptune Technology Group (Mr. Steve Burnett to Mr. Scott Norris) dated February 16, 2021, entitled "ICI Water Meter Proposal".
3. Appendix 2: The City of Temiskaming Shore's Council Resolution Letter No. 2021-053 directing staff to enter into contract negotiations with Neptune Technology Group dated February 2, 2021, entitled "Administrative Report No. PW-001-2021 – ICI Water Meter Program".
4. Appendix 3: Neptune Technology Group's "intent to negotiate letter" dated February 8, 2021 to City of Temiskaming Shores.
5. Appendix 4: Neptune Technology Group's "budgetary pricing letter" dated January 21, 2021 to City of Temiskaming Shores.

ARTICLE A-3 CONTRACT PRICE

The Contract Price is based on the Schedule of Prices and valued at One Hundred and Three Thousand Two Hundred and Sixty-Nine Dollars (\$103,269.00) in Canadian Funds. This Contract Price is subject to adjustments as may be determined in accordance with the conditions of the Contract. Taxes are not included in Contract Price. Holdback is not applicable. Payment terms net 28 days.

ARTICLE A-4 TITLE TRANSFER AND PAYMENT

- a) In accordance with the provisions of the Contract, the Owner shall:

Take title and enjoy the use of the equipment on the day the equipment is installed.

Make monthly payment to the Contractor on account of the Contract (unit prices per the Pricing Schedule). The amounts of such payments shall be based on the Invoices/Progress Claims submitted to City of Temiskaming Shores, and subject to such adjustments, additions and deductions as provided in the Contract.

b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of One (1%) percent per month of such unpaid amounts including earned interest, shall also become due and payable until payment. Such interest shall become calculated and added to any unpaid amounts monthly.

ARTICLE A-5 PROPER LAW

The law of the Province of Ontario shall govern this Contract.

ARTICLE A-6 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Owner shall be delivered or sent to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended to the address below. Such notices shall be deemed to be received when delivered, or, if sent by prepaid mail, when they should in due course of mail service be delivered.

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

Attention: Steve Burnett Manager of Environmental Services

The Contractor: Neptune Technology Group Canada Co.
7275 West Credit Avenue.
Mississauga, Ontario
L5N 5M9

Attention: David Oner Director Service Operations

ARTICLE A-7 SUCCESSION

The General Conditions of the Contract hereto annexed, and all other Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject law and the provisions of the Contract Documents shall endure to the benefit of and be binding upon the parties hereto, their prospective heirs, legal representatives, successors and assigns.

ARTICLE A-8 CONFIDENTIALITY

Neither party shall disclose any information provided to it by the other party, specifically proprietary, sensitive, personal or confidential information or that developed or resulting from the performance of this Agreement, to any other person without the express written consent of the other party.

ARTICLE A-9 LIMITED WARRANTY

The product and the installation warranties provided by Supplier to Owner are contained in Appendix 3. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE A-10 LIMITATION OF LIABILITY

No claims, regardless of form, arising out of the products, installation services, or software to which these agreements applies may be brought by Owner more than 2 years after the cause of action arises or performance is completed or terminated, whichever is earlier. With respect to bodily injury liability to third parties, each party will be responsible in such proportion as reflects its relative fault for damages arising from or related to the use or operation of Supplier's products; provided, however, that Supplier will have no responsibility whatsoever and, unless prohibited by applicable law, Owner will defend and hold harmless Supplier from and against, any losses, liabilities, damages or injuries arising out of (1) the handling, storage, installation, operation, service, or use of any product in violation of these Terms, (2) any non-Supplier or custom design, manufacture, or installation of Products pursuant to Owner's requirements, specifications or designs. This Section states each party's entire liability for bodily injury. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE PURCHASE ORDER. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST SELLER, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.

Owner acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

ARTICLE A-11 EXCUSABLE DELAYS

Supplier will not be liable for non-performance or delay in performance when such delay is directly or indirectly caused by or in any manner arises from events beyond its reasonable control, including without limitation delay or failure to deliver by Supplier's suppliers, fires, floods, accidents, riots, war, governmental action or embargoes, strikes, or shortages of materials or labor, or other causes (whether or not similar to those specified) beyond its control. For delays resulting from such causes, time for performance will be correspondingly extended, and Supplier agrees to make, and Owner will accept, delivery or performance at a reasonable time after the causes for delay or non-performance have been removed.

ARTICLE A-12 INSURANCE COVERAGE

For the entire duration of this contract, 2021 ICI Installation Project, Neptune will obtain and maintain insurance coverage as outlined below, provided by an insurance company licensed to transact business in Canada and of satisfactory financial standing for the City of Temiskaming Shores;

- Commercial General Liability Insurance on an occurrence basis in the amount of \$5,000,000 each occurrence, \$5,000,000 products and completed operations aggregate and \$5,000,000 general aggregate.

Policy includes, but not limited to, bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Neptune, cross liability and severability of interest and contractual liability. The City of Temiskaming Shores will be named as an additional insured, but only with respect to the operations of the Named Insured.

- Automobile Liability Insurance per claim meeting statutory requirements covering all non-owned vehicles, operated or leased by the Neptune and used in any manner in connection with the performance of the terms of this contract in the amount of \$2,000,000.

Neptune will be entirely responsible for the cost of any deductible maintained in the insurance policy.

The policy is with an insurer licensed to underwrite insurance in Canada.

Required limits can be satisfied through a combination of primary and excess liability policies.

SIGNATURES

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be properly executed.

CITY OF TEMISKAMING SHORES

PER: _____
Print name and title

PER: _____
Signature

DATE: _____

NEPTUNE TECHNOLOGY GROUP CANADA CO.

PER: _____
Print name and title

PER: _____
Signature

DATE: _____

Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 5/8", 3/4", and 1"
- Extended low-flow range for superior leak detection
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Advanced ultrasonic technology
- Lead free, high-copper alloy maincase
- Certified to UL 327B (3/4", 1") for residential fire service applications
- No maintenance

Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified

(Optional on ¾", 1")

Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Options

Sizes

- 5/8", 5/8" x 3/4"
- 3/4", 3/4" x 1"
- 1", 1" x 1 1/4"

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Warranty

- Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

System Compatibility

- Compatible with Neptune R900® and CMIU. Also available as MACH 10®)R900i™ for an integrated radio solution and MACH 10®)TC for Sensus Touch Coupler compatibility.

Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
5/8"	0.10 to 25 U.S. gpm 0.02 to 5.68 m³/h	0.2 to 20 U.S. gpm 0.05 to 4.54 m³/h	0.05 U.S. gpm 0.01 m³/h
3/4"	0.10 to 35 U.S. gpm 0.02 to 7.95 m³/h	0.5 to 30 U.S. gpm 0.11 to 6.81 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.09 to 12.49 m³/h	0.75 to 50 U.S. gpm 0.17 to 11.35 m³/h	0.25 U.S. gpm 0.06 m³/h

Available Units of Measure

Consumption	Rate
Gallons	GPM
Cubic Feet	GPM
Cubic Metres	LPM
Cubic Meters (International)	LPM
Imperial Gallons	GPM
Acre-Feet*	GPM
Litres*	LPM
Kilolitres*	LPM

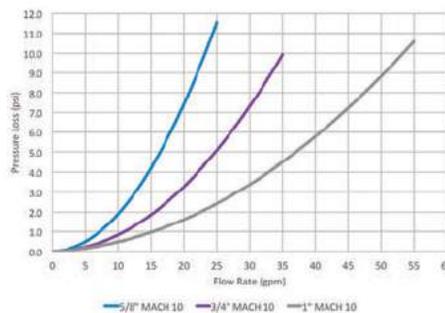
*Unit cannot be displayed on LCD

Dimensions

Meter Size	Length	Height	Threads (NPSM)
5/8"	7 1/2"	3 3/16"	3/4" - 14"
5/8" x 3/4"	7 1/2"	3 3/16"	1" - 11 1/2"
3/4"	9"	3 3/16"	1" - 11 1/2"
3/4" SL	7 1/2"	3 3/8"	1" - 11 1/2"
3/4" x 1"	9"	3 3/16"	1 1/4" - 11 1/2"
1"	10 3/4"	3 1 1/16"	1 1/4" - 11 1/2"
1" x 1 1/4"	10 3/4"	3 1 1/16"	1 1/2" - 11 1/2"

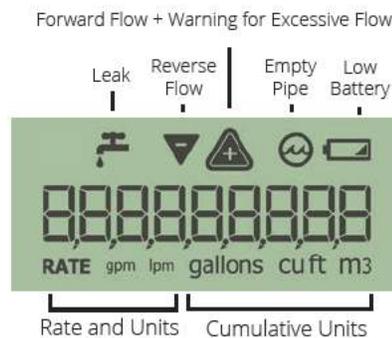
Pressure Loss

This chart shows typical meter performance. Individual results may vary.



LCD Display

9-digit display for extra resolution on manual reads.



Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres



Residential Fire Service Meter



neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293

Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 1½" and 2"
- Extended low-flow range for superior leak detection
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Advanced ultrasonic technology
- Lead free, high-copper alloy maincase
- Certified to UL 327B (1½", 2") for residential fire service applications
- No maintenance

Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL 327B Certified

(Optional for 1½", 2")

Application

- Cold water measurement of flow in potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Options

Sizes

- 1½"
- 2"

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Warranty

- Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

System Compatibility

- Compatible with Neptune R900® and CMIU. Also available as MACH 10®)R900i™ for an integrated radio solution and MACH 10®)TC for Sensus Touch Coupler compatibility.

Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	2.0 to 100 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	2.5 to 160 U.S. gpm	0.50 U.S. gpm

Dimensions

Meter Size	Length	Height	Flanges
1½"	10"	6½"	Oval
	13"	6½"	Oval
	12⅝"	6½"	Internal Thread
	12⅝"	6½"	External Thread
2"	10"	6½"	Oval
	15¼"	6½"	Oval
	17"	6½"	Oval
	15¼"	6½"	Internal Thread
	15¼"	6½"	External Thread

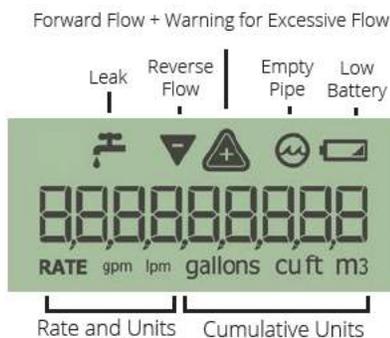
Available Units of Measure

Consumption	Rate
Gallons	GPM
Cubic Feet	GPM
Cubic Metres	LPM
Cubic Meters (International)	LPM
Imperial Gallons	GPM
Acre-Feet*	GPM
Litres*	LPM
Kilolitres*	LPM

*Unit cannot be displayed on LCD

LCD Display

9-digit display for extra resolution on manual reads.

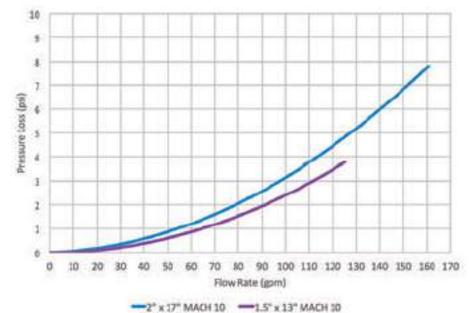


Registration

High Resolution (8-digit reading)		1½"	2"
1	U.S. Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres	✓	✓

Pressure Loss

Typical meter performance. Individual results may vary.



Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293

Neptune[®] 360[™] Data Management Platform

A Product of Neptune Technology Group





Turn Information into Action

Data is just data unless you can use it effectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all — empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.



Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.



Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.



A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering

collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third-party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.



Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

NEPTUNE 360™

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.

METERS MATTER

Stream critical actionable data right into Neptune® 360™.



WALK-BY DATA

Sync collected data easily.



FUTURE PROOF AMI

Connect AMI network data.



MOBILE

Incorporate mobile data collection.



BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



THIRD-PARTY SOFTWARE

Link data with third-party applications (such as CIS and Esri).



CUSTOMER RELATIONSHIPS

Streamline utility data management and provide exceptional customer service.



- + ACT QUICKLY
- + PLAN FOR THE FUTURE
- + MANAGE GROWTH



Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:

- Android:
 - Recommended device manufacturers: Samsung, Nexus, or Motorola
 - Supported OS Versions: 5.1 – 10
- iOS:
 - Versions 10.3.1 – 13

Neptune 360 Sync

Neptune 360 supports the use of Trimble Nomad 900B, 1050B, 1050LE, and Trimble Ranger 3XE Handheld through the use of Neptune 360 Sync. Supported operating systems for Neptune 360 Sync:

- Windows 7 Professional and Enterprise
- Windows 8 Professional and Enterprise
- Windows 10 Professional and Enterprise

Minimum computer requirements for running Neptune 360 Sync:

- Processor: Intel® Core™ 2 Duo 2-gigahertz (GHz) or faster processor
- Memory: 4 gigabytes (GB) of RAM
- Hard disk drive: at least 1.5 GB of available space on the hard disk

Neptune® 360™ Mobile

Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.

Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

96
days of hourly
historical
consumption



neptunetg.com
#winyourday

Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293



Neptune[®] 360[™] Essentials

Software-as-a-Service

The Neptune[®] 360[™] Cloud Platform delivers an intuitive, user-friendly design, making AMR and AMI meter reading data clear and easy to interpret. System-wide Key Performance Indicators and geographical views assist with identifying areas of concern and ways to maximize operational efficiency and improve overall customer service and quality of service.

Description of Services

The Neptune 360 Software-as-a-Service subscription provides the customer with a non-transferable license to access the Neptune 360 application for all internal personnel. The Customer shall not permit the use of the Service by any unauthorized third parties, unless mutually agreed in writing. The subscription includes the following services:

- Secure access to the Neptune 360 Platform which includes:
 - Neptune 360 Web App
 - Neptune 360 Mobile App
- 24x7 Application and security monitoring
- Database preventive maintenance and scalability monitoring
- Software upgrades and updates, with prior notice via email
- Providing all server operating system and hardware updates requirements
- Data back-up and replication
- Data Security and Business Continuity Plan (BCP) processes
- Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm Central time, excluding corporate holidays and email support at support@neptunetg.com

Service Level Objectives

- **Availability.** Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- **Ticket Issuance.** Neptune will open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- **Response Time.** The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.



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Neptune® 360™
File Mapper Layout
Version 1.4

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Neptune® 360™ File Mapper Layout v1.4
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Table 1: Glossary Terms 1

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Neptune® 360™ supports the import and utilization of “flat” files for the purposes of transferring data between a utility’s Customer Information System (CIS) and Neptune 360. These flat files are not required to have a hierarchical record structure, are plain text-based, and use delimited variable-length fields rather than fixed-length fields and records. Support for flat files allows implementers to begin inter-operating with Neptune 360 more rapidly. In many cases, a CIS may be able to support a flat transfer file with little to no intervention from the CIS vendor.

Glossary

Table 1 contains terms referenced throughout this document.

Table 1: Glossary Terms

Term	Definition
Customer Information System (CIS)	The software used by a utility to conduct billing and revenue collection processes.
Delimited	The boundaries between field values in each record / row are indicated by a specific text character.
Import File	A file created by and transferred out of the CIS to be imported into Neptune 360.
Export File	A file created by Neptune 360 to be imported into CIS.
Meter Configuration	A combination of a meter body and register which can also include an integrated or stand-alone radio (MIU).
Premises	The physical location at which a utility service is provided and measured.

References

The following is a list of references used in this guide.

- **RFC 2119** — "Key words for use in RFCs to Indicate Requirement Levels," <https://tools.ietf.org/html/rfc2119>.
- **RFC 5234** — "Augmented BNF for Syntax Specifications: ABNF," <https://tools.ietf.org/html/rfc5234>.

Character Types

For both the import and export file, field definitions include a character type specifying the expected data within that field. Character types are shown in a different font throughout this document (***DIGIT*** for example,) and when used they are to be interpreted as described below and as adapted from RFC 5234. Character types do not directly reflect nor prescribe the database types used to store field values.

- ***ALPHA*** – ASCII letters A-Z or a-z (%x41-5A or %x61-7A).
- ***CRLF*** – Standard carriage return linefeed characters (%x0D and %x0A).
- ***DIGIT*** – Numbers 0 - 9 (%30x-39).
- ***DQUOTE*** – Double quote " (%x22).
- ***SP*** – Space character (%x20).
- ***ALPHANUM*** – Visible characters (%x21-7E) and spaces (%x20) are allowed.
- ***VTEXT*** – Visible characters (%x21-7E), accented ASCII letters (%80-A5), and spaces (***SP***) are allowed.
- ***DECIMAL*** – Only numbers (***DIGIT***) and the punctuation characters en dash (-) or period (.) are allowed (%2D-2E).
- ***BOOL*** – Only the uppercase letters Y or N are allowed (%x59 or %x4E).
- ***EMAIL*** – Visible characters (%x21-7E) and punctuation (***PUNCT***) are allowed.
- ***PUNCT*** – Only these characters are allowed: at sign (@), period (.), exclamation (!), number sign (#), dollar sign (\$), percent (%), ampersand (&), single quote ('), asterisk (*), plus sign (+), en dash (-), forward slash (/), equal sign (=), question mark (?), caret (^), underline (_), accent mark (`), braces { }, and tilde (~).
- ***SIZE*** – Only numbers (***DECIMAL***), the letter x, spaces (***SP***), and the special characters forward slash (/), en dash (-), or ***DQUOTE*** are allowed.
- ***ERRREAD*** – Only numbers (***DIGIT***), special characters colon (:) or question mark (?), or uppercase letters M or U are allowed.
- ***DELIM*** – Vertical bar or pipe character (|) (%x7C).

The import file contains records and field data from a utility's Customer Information System (CIS) and is imported into Neptune® 360™. The imported data is used in billing for service usage, as well as enabling features within Neptune 360 that support meter reading and utility customer service activities.

When a flat file is initially imported into Neptune 360, Neptune personnel perform a manual process to map the fields / columns of data in the utility's imported file to the Neptune 360 internally-supported fields. Then the utility can generate an import-capable file without having to specifically export to a structured file format. After successful completion of the mapping process, the resulting configuration is used for all subsequent imports from the CIS into Neptune 360.

File Types / Extensions

The import file is a plain text-based file. Each file consists of a Header Row followed by one or more records. Each record occupies a row or line in the file. There cannot be a hierarchy of records. Each record consists of multiple variable-length fields and fields that are demarcated by the inclusion of a text delimiter character. The same delimiter character is used throughout the import file.

An import file does not require a specific, pre-defined file extension; however, Neptune 360 requires a flat, delimited text file. File extensions such as .txt, .csv, or .imp can be used. Do not use an extension commonly associated with either a non-text data type such as .jpg, .exe or a formatted text-based file extension such as .rtf or .pdf. Use of such extensions can cause the file to fail validation.

There are no specific naming requirements or conventions for an import file. However, make the file name descriptive, readily identifiable for import into Neptune 360, and differentiate one file from other generated files.

Header Row

A utility's import file contains a Header Row. The Header Row contains all the field names (i.e., column names) included in the file's import records. There can be only one Header Row in a file, and it is the first row / record in the file. The Header Row contains the plain text names of the fields present in the import records and each separated by a delimiter character. The Header Row cannot contain duplicate field names. Each field name needs to be between 1 and 26 *VTEXT* characters.

Import Record

The Import Record is used to transfer account-related data from the CIS into Neptune 360. An import file can have any quantity of Import Records; however, there is at least one Import Record per file. Each data field within an Import Record is separated by a delimiter character and each Import Record in the file ends with *CRLF*. Each Import Record contains the same number of fields as indicated in the header row.

Record and Field Formatting

This list provides information on formatting a field.

- Each row / line for a specific record type contains the same quantity of fields.
- Every field in a record except the final field ends with a delimiter character, even if the field is not populated with data. The final field in a record cannot end with a delimiter character.
- When a field is populated, data cannot include preceding or trailing space characters—white space may be trimmed by the system.
- Field data containing letters are not case-sensitive; "ABCD", "abcd", "aBcD" are considered the same values.
- Field data containing commas, spaces, double quotes, or other escapable characters can be enclosed within two *DQUOTE* characters (example: "Smith, John".) A double quote inside the field can be preceded (i.e., escaped) with another *DQUOTE* (examples: 5/8"" or "5/8""").
- Every record is terminated with a *CRLF*. The *CRLF* for the final record in the file also serves as the end of file indicator. Note that *CRLF* characters are non-visible and non-printing and are represented as letters or symbols throughout this document for illustrative purposes only.

Data Formatting Examples

The following example has three records and each record has four fields. Each field is separated from the next by a delimiter character—in these examples, the vertical bar or pipe | character—and there is no delimiter character between the last field and record-terminating *CRLF*.

record1field1 | field2 | field3 | field4CRLF

record2field1 | field2 | field3 | field4CRLF

record3field1 | field2 | field3 | field4CRLF

In this example, **field2** data contains a comma, a space, and is enclosed within two *DQUOTE* characters.

```
record4field1|"field, 2"|field3|field4CRLF
```

In this example, the second and third fields are optional and have not been specified. They must have their own delimiter character to demarcate the fields and to ensure the field count is correct for that record.

```
record5field1|||field4CRLF
```

In this example, the record contains spaces at the end of **field1** and at the beginning of **field3**. Neither condition is prohibited, but both are discouraged. These extraneous spaces can cause validation and data integrity issues within Neptune 360.

```
record6field1 |field2| field3|field4CRLF
```

Field Use Requirements

Each field in the import file is either required or optional.

- A REQUIRED field is populated with data that complies with their corresponding field specifications.
- An OPTIONAL field can either be populated with data or left empty. However, when an optional field is populated with data, the data must comply with the corresponding field specifications.

REQUIRED Fields

The fields in this section are required by Neptune 360 and have an equivalent field and data in the import file. For each import record field, the field name is given along with a brief description of the field. Requirements for the field's use—including any recognized values—are specified along with the character type, minimum and maximum allowed character counts. Example data is provided for reference; each example includes a reference delimiter character. These fields are listed in alphabetical order.

Account Holder City

Account Holder City indicates the city associated with the account holder address. Account Holder City contains at least 1 and up to 26 *VTEXT* characters.

Examples:

- **Duluth|**
- **La Côte-de-Gaspé|**
- **Española|**

Account Holder City can be the same as Premises City.

Account Holder Delivery Address

Account Holder Delivery Address Indicates the address number and street name associated with the account holder. Account Holder Delivery Address contains at least 1 to 64 *VTEXT* characters.

Examples:

- **3100 Breckinridge Blvd Bldg 2100|**
- **832 Avenue Sévigny|**
- **"1234-A NW Main St S Apt 1201"|**

Account Holder Delivery Address cannot contain the city, state / province, or zip / postal code. Account Holder Delivery Address conforms with the USPS or Canada Post guidelines for Delivery Address Line or Civic Address line, respectively, which can include other address information such as pre-direction, unit, or post direction. Account Holder Delivery Address can be the same as Premises Delivery Address.

Account Holder Name

Account Holder Name indicates the full name or names of the account holder(s). Account Holder Name contains at least 1 and up to 26 *VTEXT* characters.

Examples:

- **Johnny Appleseed|**
- **Hélène François|**
- **"Appleseed, Johnny & Jane"|**
- **Smith, Donna / Jones, Dave|**

Account Holder Name can contain embedded commas, forward slashes, and ampersand characters, especially if representing multiple persons.

Account Holder State

Account Holder State indicates the state or province associated with the account holder delivery address. Account Holder State contains two *ALPHA* characters.

Examples:

- **GA|**
- **ON|**

Account Holder State is expressed as a standardized two-letter abbreviation and is capitalized. Account Holder State can be the same as Premises State.

Account Holder Zip

Account Holder Zip indicates the zip or postal code associated with the account holder delivery address. Account Holder Zip contains at least 5 and up to 10 characters and is formatted as indicated below.

Examples:

- **30096|**
- **30096 - 4985|**
- **L5N 5M9|**

U.S. zip codes contain at least five *DIGIT* characters and can be followed by a dash and an additional four *DIGIT* characters. U.S. zip codes cannot include spaces. Canadian postal codes have seven total characters and can be in *ALPHA DIGIT ALPHA SP DIGIT ALPHA DIGIT* format. The *ALPHA* characters are capitalized. Account Holder Zip can be the same as Premises Zip.

Account Number

Account Number identifies the account number associated with the premises. Account Number contains at least 1 and up to 20 *ALPHANUM* characters.

Examples:

- **DLTH0987654321|**
- **abcde12345fghjk67890|**
- **123-0000293847**

Each Account Number is unique within the CIS.

Account Status

Account Status indicates the current billing status of the customer account. Account Status contains at least one to four *ALPHA* characters. Neptune 360 recognizes four Account Status types:

- **Active** – customer account is active in the CIS.
- **Active Warn on Zero Use** – customer account is active in the CIS; indicate if there is no service usage.
- **Inactive** – customer account is inactive in the CIS.
- **Inactive Warn on Use** – customer account is inactive in the CIS; indicate if there is service usage.

Examples:

- **ACTI |**
- **Inac |**
- **A |**

Minimally, an Account Status value is mapped to Active. Any non-mapped value indicated in Account Status is treated by Neptune 360 as Inactive.

Company

Company identifies the entity administering the locations, offices, and personnel responsible for meter reading and billing. Company contains at least one and up to four *ALPHANUM* characters.

Examples:

- **NEPT |**
- **nep |**
- **00A1 |**

Company is most often the name or an abbreviated name of the utility. In Neptune 360, a Route ID is the combination of the Company, Office, Cycle, and Route fields, joined by dash characters.

Customer Name

Customer Name indicates the full name or names of the customers at the address where the meter / service is located. Customer Name contains at least 1 and up to 26 *VTEXT* characters.

Examples:

- **Johnny Appleseed |**
- **Hélène François |**
- **"Appleseed, Johnny & Jane" |**
- **Smith, Donna / Jones, Dave |**

Customer Name can be the same as Account Holder Name, and can contain embedded commas, spaces, forward slashes, and ampersand characters, especially if representing multiple persons.

Cycle

Cycle Identifies a grouping of routes. Cycle contains at least one and up to four *ALPHANUM* characters.

Examples:

- **Mwk1** |
- **0 02** |
- **A** |

Cycle is often a designator for the period in which the accounts within a route are to be billed. In Neptune 360, a Route ID is the combination of the Company, Office, Cycle, and Route fields, joined by dash characters.

Decimals

Decimals indicate the number of digits placed to the right of the decimal point on a meter reading. Decimals are specified as a one *DIGIT* character with values between zero and eight, inclusive. Decimals can contain two *DIGIT* characters with values between 00 and 08, inclusive.

Examples:

- **0** |
- **01** |

Meter Manufacturer

Meter Manufacturer names the manufacturer of the meter installed at the premise. Meter Manufacturer contains at least 1 and up to 25 *ALPHANUM* characters. Neptune 360 recognizes the following values: **Neptune**, **Sensus**, **MasterMeter**, **Other**, **Itron**, **Hersey / Mueller**, **Badger**, **Elster / Amco**, **Metron-Farnier**.

Examples:

- **Neptune** |
- **Other** |

Each Neptune 360 Meter Manufacturer value has a mapped import value. Any non-mapped value indicated in Meter Manufacturer are considered as Other by Neptune 360.

Meter Number

Meter Number identifies the physical meter body installed at a premises. Meter Number contains at least 1 and up to 20 *ALPHANUM* characters.

Examples:

- **W1AH8201** |
- **09876543211234567890** |

Meter Number is the meter body serial number or other identifier designated by the meter manufacturer and is unique within the CIS. Meter Number can have one or more leading zeros.

Meter Size

Meter Size denotes the size of the meter installed at the premises. Meter size contains at least 1 and up to 20 *SIZE* characters. Neptune 360 recognizes the following core meter size values: **5/8, 3/4, 1, 1 1/2, 2, 3, 4, 6, 8, 10, 12, 16, 20**.

Examples:

- **5/8** |
- **6x8"** |
- **"1 1/2""** | (see "Record and Field Formatting" on page 4 for notes on double quotes)

Each Neptune 360 Meter Size value is a mapped import value. Any non-mapped value indicated in Meter Size is considered as 5/8 by Neptune 360. Single fractional characters such as $\frac{1}{2}$, $\frac{3}{4}$, and $\frac{5}{8}$ cannot be used. Alternate lay lengths, decimal equivalents (e.g., .75 for 3/4), and numeric-only fractional representations (e.g., 58 for 5/8) can be mapped to a Meter Size.

Number of Dials

Number of Dials indicates the number of digits expected for a meter reading. Number of Dials is specified; it contains one *DIGIT* character with values between one and eight, inclusive. Number of Dials can contain two *DIGIT* characters with values between 01 and 08, inclusive.

Examples:

- **8** |
- **06** |

Number of Dials can be used to audit the entered reading and / or to control the reading field size displayed on the handheld device. Number of Dials cannot have a value of 0 or 00 and the value indicated cannot include the decimal nor the digits after the decimal. A register's combined values for Number of Dials and Decimals cannot exceed nine.

Office

Office identifies an individual location or working group of personnel within the Company. Office contains at least one and up to four *ALPHANUM* characters.

Examples:

- **Off1|**
- **1234|**
- **Of 1|**

In Neptune 360, a Route ID is the combination of the Company, Office, Cycle, and Route fields, joined by dash characters.

Premises City

Premises City indicates the city where the meter / service is located. Premises City contains at least 1 and up to 26 *VTEXT* characters.

Examples:

- **Duluth|**
- **La Côte-de-Gaspé|**
- **Española|**

Premises City can be the same as Account Holder City

Premises Delivery Address

Premises Delivery Address indicates the address number and street name where the meter / service is located. Premises Delivery Address contains at least 1 and up to 64 *VTEXT* characters.

Examples:

- **3100 Breckinridge Blvd Bldg 2100|**
- **832 Avenue Sevigny|**
- **"1234-A NW Main St S Apt 1201"|**

Premises Delivery Address cannot contain city, state / province, or zip / postal code. Premises Delivery Address conforms with USPS or Canada Post guidelines for Delivery Address Line or Civic Address line, respectively, which can include other address information such as pre-direction, unit, or post-direction. Premises Delivery Address can be the same as Account Holder Delivery Address.

Premises Key

Premises key provides a unique identifier for a physical premises or service location. Premises Key contains at least 1 and up to 20 **ALPHANUM** characters.

Examples:

- **001-1234567890 |**
- **A270C75BB6398AE02D14 |**
- **"102 /9876543" |**

If an alternate unique key cannot be generated by the CIS, each Premises Key can be the same as Account Number. Premises Key is unique within the CIS and remains the same for any records corresponding with the same premises or location.

Premises State

Premises State indicates the state or province where the meter / service is located. Premises State is two **ALPHA** characters.

Examples:

- **GA |**
- **ON |**

Premises State is expressed as a standardized two-letter abbreviation and is capitalized. Premises State can be the same as Account Holder State.

Premises Zip

Premises Zip indicates the zip or postal code where the meter / service is located. Premises Zip contains at least 1 and up to 10 characters and is formatted as indicated below.

Examples:

- **30096 |**
- **30096-4985 |**
- **L5N 5M9 |**

U.S. zip codes contains at least 5 *DIGIT* characters and can be followed by a dash and an additional four *DIGIT* characters. U.S. zip codes cannot include spaces. Canadian postal codes contains seven characters and i *ALPHA DIGIT ALPHA SP DIGIT ALPHA DIGIT* format. The *ALPHA* characters are capitalized. Premises Zip can be the same as Account Holder Zip.

Read Sequence

Read Sequence is used to convey the order in which meters are expected to be read. Read Sequence contains at least one and up to six *DIGIT* characters.

Examples:

- **13** |
- **000971** |

Each Read Sequence value within a specific route is unique. Read Sequence can have leading zeros and cannot contain spaces.

Register ID

Register ID contains the serial number for the register associated with a meter at a premises. Register ID contains at least 1 and up to 10 *DIGIT* characters.

Examples:

- **1234867530** |
- **2011417** |

The identifier represented in Register ID is unique within a given utility and cannot be repeated within a transfer file.

Register Manufacturer

Register Manufacturer identifies the manufacturer of the register used to collect reading data. Register Manufacturer contains at least 1 and up to 25 *ALPHANUM* characters.

Examples:

- **Neptune** |
- **Other** |

Register Multiplier

Register Multiplier indicates the value used for multiplication of raw reads when calculating consumption. Register Multiplier contains at least one and up to six **DECIMAL** characters and is a power of 10 between .00001 and 100000.

Examples:

- **0.0001** |
- **1** |
- **100** |

Register Multiplier cannot contain a zero or a dash. The zero before the decimal can be omitted. If the actual value is not known, Multiplier is set to one.

Register UOM

Register UOM identifies the unit of measure designated by the meter's register. Register UOM contains at least one and up to eight **ALPHANUM** characters and is one of the following values:

Cubic Feet = FT3, CF, CF3, CCF, F^3, Cu Ft or Cu. Ft.

Cubic Meters = M3, CM, CM3, CCM, M^3, kl, Cu M or Cu. M.

Gallons = Gallons, G, Gal. or GAL

Imperial Gallons = IPG, Imp gal, Imp. gal. or galUK

Liters = LTR, l, liters or DM3

Examples:

- **CCF** |
- **"M^3"** |

Route

Route identifies the route associated with the cycle to which a premises or account belongs. A Route contains at least 1 and up to 10 **ALPHANUM** characters.

Examples:

- **DuluthGA01** |
- **DULUTH1** |
- **22** |

In Neptune 360, a Route ID is the combination of the Company, Office, Cycle, and Route fields, joined by dash characters.

OPTIONAL Fields

The fields in this section are optional for import into Neptune 360. The source import file can contain equivalent fields and data. These fields are listed below in alphabetical order.

Account Holder Email

Account Holder Email indicates an email address associated with the account holder. Account Holder Email can be specified and contain up to 50 **EMAIL** characters.

Examples:

- **marketing@neptunetg.com|**
- **"sales@neptunetg.com" |**

Account Holder Email can be the same as Premises Email.

Account Holder Phone

Account Holder Phone indicates the phone number associated with the account holder. Account Holder Phone can be specified and contain up to 10 **DIGIT** characters.

Examples:

- **5552034032 |**
- **8006338754 |**

Account Holder Phone data is numeric and excludes dashes, spaces, plus signs or parentheses. Account Holder Phone can be the same as Premises Phone.

High Limit

High Limit defines the highest reading expected to be captured for the given register. High Limit can be specified; if present, it contains at least 1 and up to 10 **DIGIT** characters.

Examples:

- **2598 |** (Number of Dials = 4)
- **002598 |** (Number of Dials = 6)

The number of characters used for High Limit matches the value specified for the corresponding Number of Dials. High Limit can contain leading zeros. If a high reading limit is not prescribed by the CIS, High Limit is left empty.

IsSensor

IsSensor denotes whether the device associated with the MIU ID is a sensor device such as a pressure or leak monitor rather than a meter or register. If MIU ID is specified, IsSensor is specified; if present, it is a one **BOOL** character and has a value of either Y or N.

Examples:

- **Y** |
- **N** |

If MIU ID is not specified, IsSensor is empty.

Low Limit

Low Limit defines the lowest reading expected to be captured for the given register. Register Low Limit can be specified; if present, it contains at least 1 and up to 10 **DIGIT** characters.

Examples:

- **2402** | (Number of Dials = 4)
- **002402** | (Number of Dials = 6)

The number of characters used for Low Limit should match the value specified for the corresponding Number of Dials. Low Limit can contain leading zeros. The value for Low Limit is often the same as Previous Read. If a low reading limit is not prescribed by the CIS, Low Limit should be empty.

Meter Latitude

Meter Latitude designates the signed decimal degrees latitude (y-coordinate) corresponding with the meter location. Meter Latitude can be specified; if present, Meter Latitude contains at least 1 and up to 12 **DECIMAL** characters.

Examples:

- **32** |
- **33.963832129** |



All North American latitudes are positive and must not be preceded by a dash. The latitude of the premises can be used to represent Meter Latitude. Meter Latitude should conform to Web Mercator.

Meter Longitude

Meter Longitude designates the signed decimal degrees longitude (x-coordinate) corresponding with the meter location. Meter Longitude can be specified; if present, Meter Longitude contains at least 1 and up to 12 *DECIMAL* characters.

Examples:

- **-84 |**
- **-84.14464 |**



All North American longitudes are negative and are preceded by a dash. The longitude of the premises can be used to represent Meter Longitude. Meter Longitude should conform to Web Mercator.

Meter Type

Meter Type is used in conjunction with Read Type to designate a grouping of meters that are expected to be read using the same method. Meter Type contains at least one and up to four *ALPHANUM* characters.

Meter Type examples:

- **0001 |**
- **R900 |**
- **MAN |**

MIU ID

Contains the serial number / FCC ID for the radio collection device associated with a meter at a premises. MIU ID can be specified; if present, it has at least 1 and up to 13 *DIGIT* characters.

MIU ID examples:

- **1112223333 |**
- **2223334444555 |**

The identifier represented in MIU ID is unique within a given Utility and cannot be repeated within a transfer file. If the radio collection device identifier is unknown, MIU ID should be empty.

Premises Email

Premises Email indicates an email address associated with the customer at the address where the meter / service is located. Premises Email can be specified and up to 50 *EMAIL* characters.

Premises email address: **marketing@neptunetg.com** |

Example: "**sales@neptunetg.com**" |

Premises Email can be the same as Account Holder Email.

Premises Phone

Premises Phone indicates the phone number associated with the customer at the address where the meter / service is located. Premises Phone can be specified and contain up to 10 *DIGIT* characters.

Premises Phone: **3342836555** |

Example: **9058584211** |

Premises Phone data is numeric and excludes dashes, spaces, plus signs or parentheses. Premises Phone can be the same as Account Holder Phone.

Previous Read

Previous Read displays the reading recorded by the CIS for the previous billing period. Previous Read can be specified; if present, it contains at least 1 and up to 10 *DIGIT* characters for a normal, numeric reading.

Previous Read examples:

- **17294** |
- **0000654321** |

Previous Read can contain leading zeros and excludes non-numeric data. If the previous reading recorded by the CIS contained errors / non-numeric data, Previous Read should be empty.

Read Type

Read Type describes the type of read or measurement expected for an individual register. Used in conjunction with Meter Type. Read Type is at least one and up to four *ALPHANUM* characters.

Read Type_A examples:

- **WAT |**
- **HIGH |**
- **LOW |**

Special Instruction 1

Special Instruction 1 contains account or premises-related information or instructions for use by a meter reader on a handheld device. Special Instruction 1 can be specified and contain up to 300 *VTEXT* characters.

Special Instruction 1: **contact homeowner before accessing property |**

Example: **"gate code = 0625; park to side of garage" |**

Special Instruction 2

Special Instruction 2 contains additional account or premises-related information or instructions for use by a meter reader on a handheld device. Special Instruction 2 can be specified and contain up to 300 *VTEXT* characters.

Special Instruction 2 examples are the same as Special Instruction 1.

Utility Custom 1

Utility Custom 1 allows any utility-defined information to be provided. Utility Custom 1 can be specified and contain up to 40 *VTEXT* characters.

Utility Custom 1 examples:

- **Check w/bldg mgr. before accessing meter |**
- **001 /17590378164 |**

Utility Custom 2

Utility Custom 2 allows any utility-defined information to be provided. Utility Custom 2 can be specified and contain up to 40 *VTEXT* characters.

Utility Custom 2 examples are the same as Utility Custom 1.

Utility Custom 3

Utility Custom 3 allows any utility-defined information to be provided. Utility Custom 3 can be specified and contain up to 40 *VTEXT* characters.

Utility Custom 3 examples are the same as Utility Custom 1.

Utility Custom 4

Utility Custom 4 allows any utility-defined information to be provided. Utility Custom 4 can be specified and contain up to 40 *VTEXT* characters.

Utility Custom 4 examples are the same as Utility Custom 1.

Utility Custom 5

Utility Custom 5 allows any utility-defined information to be provided. Utility Custom 5 can be specified and contain up to 40 *VTEXT* characters.

Utility Custom 5 examples are the same as Utility Custom 1.

Utility Custom 6

Utility Custom 6 allows any utility-defined information to be provided. Utility Custom 6 can be specified and n contain up to 40 *VTEXT* characters.

Utility Custom 6 examples are the same as Utility Custom 1.

Utility Custom 7

Utility Custom 7 allows any utility-defined information to be provided. Utility Custom 7 can be specified and can contain up to 40 *VTEXT* characters.

Utility Custom 7 examples are the same as Utility Custom 1.

Utility Custom 8

Utility Custom 8 allows any utility-defined information to be provided. Utility Custom 8 can be specified and contain up to 40 *VTEXT* characters.

Utility Custom 8 examples are the same as Utility Custom 1.

Utility Custom 9

Utility Custom 9 allows any utility-defined information to be provided. Utility Custom 9 can be specified and contain up to 40 *VTEXT* characters.

Utility Custom 9 examples are the same as Utility Custom 1.

Utility Custom 10

Utility Custom 10 allows any utility-defined information to be provided. Utility Custom 10 can be specified and contain up to 40 *VTEXT* characters.

Utility Custom 10 examples are the same as Utility Custom 1.

The Neptune® 360™ File Mapper export file contains records and field data that communicate premises and billing-related data from Neptune 360 back to the CIS. Many field values in an export file are sourced within Neptune 360, from a handheld device, or from a register or sensor device. Some field values in the export file are passed through from Import Record data sourced by the CIS.

The export file consists of two components: the Export Header Row and the Export Records.

Export Header Row

The Export Header Row contains the column names and represents all the Neptune 360 File Mapper export fields included in the Export Record. There can only be **one** Export Header Row in an export file, and it is the first row / record in the file.

The Export Header Row is 1,507 total characters including 1,505 *ALPHANUM* and *DELIM* characters followed by a terminating *CRLF*. The Export Header Row consists of the following literal text:

```
Company|Office|Cycle|Route|Account Number|Premises Key|Meter
Number_A|MIU ID_A|Register ID_A| Reading_A|Raw Reading_A|Read
DateTime_A|35 Day No Flow flag_A|Reverse Flow flag_A|35 Day leak
flag_A| Current Leak flag_A|Reader ID_A|Order Status_A|Skip
Code_A|Comment Code 1_A|Comment Code 2_A|Note_A| Re-entry Count_
A|Meter Number_B|MIU ID_B|Register ID_B|Reading_B|Raw Reading_
B|Read DateTime_B| 35 Day No Flow Flag_B|Reverse Flow Flag_B|35
Day leak Flag_B|Current Leak Flag_B|Reader ID_B| Order Status_
B|Skip Code_B|Comment Code 1_B|Comment Code 2_B|Note_B|Re-entry
Count_B|Meter Number_C| MIU ID_C|Register ID_C|Reading_C|Raw
Reading_C|Read DateTime_C|35 Day No Flow Flag_C| Reverse Flow
Flag_C|35 Day Leak Flag_C|Current Leak Flag_C|Reader ID_C|Order
Status_C|Skip Code_C| Comment Code 1_C|Comment Code 2_C|Note_
C|Re-entry count_C|Meter Number_D|MIU ID_D|Register ID_D|
Reading_D|Raw Reading_D|Read DateTime_D|35 Day No Flow Flag_
D|Reverse Flow Flag_D|35 Day leak Flag_D| Current Leak Flag_
D|Reader ID_D|Order Status_D|Skip Code_D|Comment Code 1_
D|Comment Code 2_D|Note_D| Re-entry Count_D|Meter Number_E|MIU
ID_E|Register ID_E|Reading_E|Raw Reading_E|Read DateTime_E| 35
Day No Flow Flag_E|Reverse Flow Flag_E|35 Day leak Flag_
E|Current Leak Flag_E|Reader ID_E| Order Status_E|Skip Code_
E|Comment Code 1_E|Comment Code 2_E|Note_E|Re-entry Count_
E|Utility Custom 1| Utility Custom 2|Utility Custom 3|Utility
Custom 4|Utility Custom 5|Utility Custom 6|Utility Custom 7|
Utility Custom 8|Utility Custom 9|Utility Custom 10
```



The line breaks in the above text presentation are for clarity in reading this document. There is no white space between a *DELIM* character and the subsequent text.

Export Record

The Export Record transfers meter reading data from Neptune 360 back to the CIS. Each Export Record contains 101 fields / columns which correlate with the columns named in the Export Header Row record. The Export Record is logically organized into categories, although there is no visual or other separator within the record to demarcate these sections.

This section identifies and describes each of the fields in the Export Record and appears in the order presented in the Export Header Row. An export file may have any quantity of Export Records; however, there is at least one Export Record per file. The *DELIM* character separates each data field within the Export Record and each Export Record in the file ends with *CRLF*.

Some field values in the Export Record reflect values provided to Neptune 360 in an import file. Reading-related field values are sourced by Neptune 360, a handheld device, or a register or other metrology device. Each Export Record field includes:

- Field name
- Field description
- Example data

Requirements for the field's use (including any expected and or allowed values) are specified along with the character type and minimum and maximum allowed character counts.



An Export Record does NOT have any field data enclosed in *DQUOTE* characters unless the field data were enclosed in *DQUOTE* characters when imported from the CIS.

ROUTE MANAGEMENT

The CIS sources all Route Management fields (Company, Office, Cycle, and Route), which pass through from the Import Record to the Export Record unchanged.

Company

Company has the same value in the Export Record as was in the Import Record and contains up to four *ALPHANUM* characters.

Company examples:

- **NEPT** |
- **nep** |
- **00A1** |

Office

Office has the same value in the Export Record as in the Import Record and contains up to four *ALPHANUM* characters.

Office examples:

- **Off1** |
- **1234** |
- **Of 1** |

Cycle

Cycle has the same value in the Export Record as in the Import Record and contains up to four *ALPHANUM* characters.

Cycle examples:

- **Mwk1** |
- **0 02** |
- **A** |

Route

Route has the same value in the Export Record as in the Import Record and contains up to 10 *ALPHANUM* characters.

Route examples:

- **DuluthGA01** |
- **DULUTH1** |
- **22** |

ACCOUNT and PREMISES INFORMATION

These few Account and Premises Information fields are present in the Export Record to facilitate matching with the corresponding Import Record the CIS produces. The CIS sources all Account and Premises Information fields, which pass through from the Import Record to the Export Record unchanged.

Account Number

Account Number has the same value in the Export Record as in the Import Record and contains at least 1 and up to 20 *ALPHANUM* characters.

Account Number examples:

- **DLTH0987654321 |**
- **abcde12345fghjk67890 |**
- **123-0000293847 |**

Premises Key

Premises Key has the same value in the Export Record as in the Import Record and contains at least 1 and up to 20 *ALPHANUM* characters.

Premises Key examples:

- **001-1234567890 |**
- **A270C75BB6398AE02D14 |**
- **"102 /9876543" |**

METER READING INFORMATION

The Meter Reading Information category of fields provides meter reading-related data from Neptune 360 back to the CIS for the purposes of billing. The Export Record includes five (5) independent Meter Reading structures which correlate with the meter configurations in the Import Record. Field descriptions, requirements for use, and examples are given for Meter Reading_A. Those same specifications apply to each of Meter Reading_B, Meter Reading_C, Meter Reading_D, and Meter Reading_E.

An Export Record only includes Meter Reading data for the same meter configurations specified in the corresponding Import Record. For Meter configurations not specified in an Import Record, all corresponding Meter Reading fields are empty in the Export Record. For example, if only Meter_A and Meter_B were specified in an Import Record, only Meter Reading_A and Meter Reading_B contain data in the Export Record. The CIS sources some Meter Reading fields, which pass through from the Import Record to the Export Record unchanged.

METER_READING_A

Meter Number_A

Meter Number_A has the same value in the Export Record as in the Import Record and contains up to 20 *ALPHANUM* characters.

Meter Number_A examples:

- **W1AH8201 |**
- **09876543211234567890 |**

MIU ID_A

MIU ID_A has the same value in the Export Record as in the Import Record and contains up to 13 *DIGIT* characters.

MIU ID_A examples:

- **1112223333 |**
- **2223334444555 |**

Register ID_A

Register ID_A has the same value in the Export Record as in the Import Record and contains up to 10 *DIGIT* characters.

Register ID_A examples:

- **1234867530 |**
- **2011417 |**

Reading_A

Represents the meter reading for the order formatted using Number of Dials. Reading should be specified; if present, it contains at least one and up to eight *DIGIT* characters for a normal, numeric register reading.

Reading_A examples:

- **3108 |** (Number of Dials = 4)
- **002407 |** (Number of Dials = 6)
- **:::~:~:~: |** (read error)

Reading can represent either a reading manually keyed into a handheld device or a reading collected via radio or probe. If Order Status has a value of "skipped" or "incomplete," the corresponding Reading is not specified. Reading may contain leading zeros and may contain up to eight *ERRREAD* characters.

Raw Reading_A

Represents all transmittable digits for a radio or probe-collected meter reading on the order. Raw Reading should be specified; if present, it contains at least six and up to eight *DIGIT* characters for a normal, numeric register reading.

Raw Reading_A examples:

- **31082302|** (radio read)
- **074326|** (probe read)
- **:::~::~:|**(read error)

If Order Status has a value of “skipped” or “incomplete,” or if the reading for an order was manually keyed and the corresponding Raw Reading is not specified. Raw Reading may contain leading zeros and may contain up to eight *ERRREAD* characters.

Read DateTime_A

Represents the UTC date and time the Order Status was recorded. Read DateTime contains 20 *ALPHANUM* characters and is expressed in MM/DD/YYYY 24HH:MM:SS format.

Read DateTime_A examples:

- **08/01/2019 18:37:21|**
- **12/14/2018 01:12:58|**

35 Day No Flow flag_A

Code representing a range of consecutive days out of the previous 35 days the system recorded no consumption (no flow) for a register. A 35 Day No Flow flag may be specified; if present, it is one *DIGIT* character and one of the following values:

- **0** = 0 days (flow every day) **4** = 15 to 21 days
- **1** = 1 to 2 days **5** = 22 to 34 days
- **2** = 3 to 7 days **6** = 35 days (no flow detected)
- **3** = 8 to 14 days
- **4** = 15 to 21 days
- **5** = 22 to 34 days
- **6** = 35 days (no flow detected)

35 Day No Flow flag_A examples:

- **0|**
- **6|**

Only a register operating in E-CODER PLUS mode reports a 35 Day No Flow flag. For all other register types (or if the reading for an E-CODER register has been manually keyed), 35 Day No Flow flag is empty. If there are multiple, separate periods of consecutive days with no consumption, the 35 Day No Flow flag returns the code that correlates with the longest period. If a value of **7** is received for 35 Day No Flow flag, you can ignore it.

Reverse Flow flag_A

Code indicating the level of any reverse flow event measured by a register within the past 24-hours. Reverse Flow flag may be specified; if present, it is one *DIGIT* character and one of the following values:

- **0** = No reverse flow indicated
- **1** = minor reverse flow
- **2** = major reverse flow

Reverse Flow flag_A examples (all valid values):

- **0|**
- **1|**
- **2|**

Only a register operating in E-CODER PLUS mode reports Reverse Flow flag. For all other register types, or if the reading for an E-CODER register has been manually keyed, Reverse Flow flag is empty. The water volumes that trigger values of **1** or **2** for Reverse Flow flag vary based on meter size and register unit of measure. If a value of **3** is received for Reverse Flow flag, you can ignore it.

35 Day Leak flag_A

Code representing a range of the total number of days out of the previous 35 there was intermittent or continuous consumption reported by a register. The 35 Day Leak flag may be specified; if present, it is one *DIGIT* character and one of the following values:

- **0** = 0 days
- **1** = 1 to 2 days
- **2** = 3 to 7 days
- **3** = 8 to 14 days
- **4** = 15 to 21 days
- **5** = 22 to 34 days
- **6** = 35 days (intermittent or continuous consumption every day)

35 Day Leak flag _A examples:

- **5|**
- **2|**

Only a register operating in E-CODER PLUS mode reports 5 Day Leak flag. For all other register types, or if the reading for an E-CODER register has been manually keyed, 35 Day Leak flag is empty. If a value of **7** is received for 35 Day Leak flag, you can ignore it.

Current Leak flag_A

Code categorizing the quantity of 15-minute periods of consumption measured by a register within the past 24-hours. Current Leak flag MAY be specified; if present, it is one *DIGIT* character and one of the following values:

- **0** = normal (0 to 49 15-minute periods within 24 hours)
- **1** = intermittent consumption (50 to 95 15-minute periods within 24 hours)
- **2** = continuous consumption (All 96 15-minute periods within 24 hours)

Current Leak flag _A examples (all valid values):

- **0|**
- **1|**
- **2|**

Only a register operating in E-CODER PLUS mode reports Current Leak flag. For all other register types, or if the reading for an E-CODER register has been manually keyed, Current Leak flag is empty. A value of **1** or **2** for Current Leak flag may indicate a leak condition at the premises associated with the register. If a value of **3** is received for Current Leak flag, you can ignore it.

Reader ID_A

Identifies the person or handheld device that obtained the reading for the order. Reader ID is at least 1 and up to 50 *ALPHANUM* characters.

Reader ID_A examples:

- **bmadison@neptune360.com|**
- **HANDHELD12|**

Reader ID should be a Neptune 360 username (email address) and may be a handheld device identifier depending on the device used. Note that the data in the Reader ID field may appear truncated.

Order Status_A

Indicates the status of the order when it was recorded. Order Status is up to 10 *ALPHA* characters and one of the following values:

- **Complete** = valid reading obtained
- **Incomplete** = reading not yet obtained
- **Skipped** = reading not obtained and skip code applied

Order Status_A examples (all valid values):

- **Complete|**
- **Incomplete|**
- **Skipped|**

Skip Code_A

Code entered on a handheld device indicating a specific reason why a reading for an order was not obtained. Skip Code may be specified; if present it is at least one and up to four *ALPHANUM* characters.

Skip Code 1_A examples:

- **SK01|**
- **s3|**

Skip Code is specified if Order Status has a value of “skipped” and is specified if Order Status is either “complete” or “incomplete.” All Skip Code values and related descriptions originate within Neptune 360.

Comment Code 1_A

Code entered on a handheld device representing a meter situation or conditions at the premise which could affect obtaining a reading on future orders. Comment Code 1 may be specified and can contain up to four *ALPHANUM* characters.

Comment Code 1_A examples:

- **INSC|**
- **c7|**

Comment Code 1 may be associated to an order via a handheld device. All Comment Code values and related descriptions originate within Neptune 360.

Comment Code 2_A

Code representing an additional meter situation or condition at the premise. Comment Code 2 may be specified and can contain up to four *ALPHANUM* characters.

Comment Code 2_A examples same as Comment Code 1_A.

Comment Code 2 may be associated to an order via a handheld device. All Comment Code values and related descriptions originate within Neptune 360.

Note_A

Represents freeform text notes input on a handheld device regarding a premises or meters at a premises.

Note may be specified and can contain up to 128 *ALPHANUM* characters.

Note_A examples:

- **mulch and dirt covering pit cover|**
- **major renovation@residence; owner says water shut off inside|**

Re-entry Count_A

Indicates the number of different manually keyed readings attempted by a user for the order. Re-entry Count may be specified; if present, it is one *DIGIT* character.

Re-entry Count_A examples:

- **1|**
- **6|**

METER READING_B

Meter Number_B

Meter Number_B has the same value in the Export Record as in the Import Record and contains up to 20 *ALPHANUM* characters.

Meter Number_B examples are the same as Meter Number_A.

MIU ID_B

MIU ID_B has the same value in the Export Record as in the Import Record and contains up to 13 *DIGIT* characters.

MIU ID_B examples are the same as MIU ID_A.

Register ID_B

Register ID_A has the same value in the Export Record as in the Import Record and contains up to 10 *DIGIT* characters.

Register ID_B examples are the same as Register ID_A.

Reading_B

Same meaning, requirements, and examples as Reading_A.

Raw Reading_B

Same meaning, requirements, and examples as Raw Reading_A.

Read DateTime_B

Same meaning, requirements, and examples as Read DateTime_A.

35 Day No Flow flag_B

Same meaning, requirements, and examples as 35 Day No Flow flag_A.

Reverse Flow flag_B

Same meaning, requirements, and examples as Reverse Flow flag_A.

35 Day Leak flag_B

Same meaning, requirements, and examples as 35 Day Leak flag_A.

Current Leak flag_B

Same meaning, requirements, and examples as Current Leak flag_A.

Reader ID_B

Same meaning, requirements, and examples as Reader ID_A.

Order Status_B

Same meaning, requirements, and examples as Order Status_A.

Skip Code_B

Same meaning, requirements, and examples as Skip Code_A.

Comment Code 1_B

Same meaning, requirements, and examples as Comment Code 1_A.

Comment Code 2_B

Same meaning, requirements, and examples as Comment Code 2_A.

Note_B

Same meaning, requirements, and examples as Note_A.

Re-entry Count_B

Same meaning, requirements, and examples as Re-entry Count_A.

METER READING_C

Meter Number_C

Meter Number_C has the same value in the Export Record as in the Import Record and contains up to 20 **ALPHANUM** characters.

Meter Number_C examples are the same as Meter Number_A.

MIU ID_C

MIU ID_C has the same value in the Export Record as in the Import Record and contains up to 13 **DIGIT** characters.

MIU ID_C examples are the same as MIU ID_A.

Register ID_C

Register ID_A has the same value in the Export Record as in the Import Record and contains up to 10 **DIGIT** characters.

Register ID_C examples are the same as Register ID_A.

Reading_C

Same meaning, requirements, and examples as Reading_A.

Raw Reading_C

Same meaning, requirements, and examples as Raw Reading_A.

Read DateTime_C

Same meaning, requirements, and examples as Read DateTime_A.

35 Day No Flow flag_C

Same meaning, requirements, and examples as 35 Day No Flow flag_A.

Reverse Flow flag_C

Same meaning, requirements, and examples as Reverse Flow flag_A.

35 Day Leak flag_C

Same meaning, requirements, and examples as 35 Day Leak flag_A.

Current Leak flag_C

Same meaning, requirements, and examples as Current Leak flag_A.

Reader ID_C

Same meaning, requirements, and examples as Reader ID_A.

Order Status_C

Same meaning, requirements, and examples as Order Status_A.

Skip Code_C

Same meaning, requirements, and examples as Skip Code_A.

Comment Code 1_C

Same meaning, requirements, and examples as Comment Code 1_A.

Comment Code 2_C

Same meaning, requirements, and examples as Comment Code 2_A.

Note_C

Same meaning, requirements, and examples as Note_A.

Re-entry Count_C

Same meaning, requirements, and examples as Re-entry Count_A.

METER READING_D

Meter Number_D

Meter Number_D has the same value in the Export Record as in the Import Record and contains up to 20 **ALPHANUM** characters.

Meter Number_D examples are the same as Meter Number_A.

MIU ID_D

MIU ID_D has the same value in the Export Record as in the Import Record and contains up to 13 **DIGIT** characters.

MIU ID_D examples are the same as MIU ID_A.

Register ID_D

Register ID_A has the same value in the Export Record as in the Import Record and contains up to 10 **DIGIT** characters.

Register ID_D examples are the same as Register ID_A.

Reading_D

Same meaning, requirements, and examples as Reading_A.

Raw Reading_D

Same meaning, requirements, and examples as Raw Reading_A.

Read DateTime_D

Same meaning, requirements, and examples as Read DateTime_A.

35 Day No Flow flag_D

Same meaning, requirements, and examples as 35 Day No Flow flag_A.

Reverse Flow flag_D

Same meaning, requirements, and examples as Reverse Flow flag_A.

35 Day Leak flag_D

Same meaning, requirements, and examples as 35 Day Leak flag_A.

Current Leak flag_D

Same meaning, requirements, and examples as Current Leak flag_A.

Reader ID_D

Same meaning, requirements, and examples as Reader ID_A.

Order Status_D

Same meaning, requirements, and examples as Order Status_A.

Skip Code_D

Same meaning, requirements, and examples as Skip Code_A.

Comment Code 1_D

Same meaning, requirements, and examples as Comment Code 1_A.

Comment Code 2_D

Same meaning, requirements, and examples as Comment Code 2_A.

Note_D

Same meaning, requirements, and examples as Note_A.

Re-entry Count_D

Same meaning, requirements, and examples as Re-entry Count_A.

METER READING_E

Meter Number_E

Meter Number_E has the same value in the Export Record as in the Import Record and contains up to 20 **ALPHANUM** characters.

Meter Number_E examples are the same as Meter Number_A.

MIU ID_E

MIU ID_E has the same value in the Export Record as in the Import Record and contains up to 13 **DIGIT** characters.

MIU ID_E examples are the same as MIU ID_A.

Register ID_E

Register ID_A has the same value in the Export Record as in the Import Record and contains up to 10 **DIGIT** characters.

Register ID_E examples are the same as Register ID_A.

Reading_E

Same meaning, requirements, and examples as Reading_A.

Raw Reading_E

Same meaning, requirements, and examples as Raw Reading_A.

Read DateTime_E

Same meaning, requirements, and examples as Read DateTime_A.

35 Day No Flow flag_E

Same meaning, requirements, and examples as 35 Day No Flow flag_A.

Reverse Flow flag_E

Same meaning, requirements, and examples as Reverse Flow flag_A.

35 Day Leak flag_E

Same meaning, requirements, and examples as 35 Day Leak flag_A.

Current Leak flag_E

Same meaning, requirements, and examples as Current Leak flag_A.

Reader ID_E

Same meaning, requirements, and examples as Reader ID_A.

Order Status_E

Same meaning, requirements, and examples as Order Status_A.

Skip Code_E

Same meaning, requirements, and examples as Skip Code_A.

Comment Code 1_E

Same meaning, requirements, and examples as Comment Code 1_A.

Comment Code 2_E

Same meaning, requirements, and examples as Comment Code 2_A.

Note_E

Same meaning, requirements, and examples as Note_A.

Re-entry Count_E

Same meaning, requirements, and examples as Re-entry Count_A.

UTILITY PASS THROUGH

The CIS sources all Utility Pass Through fields, which pass through from the Import Record to the Export Record unchanged.

Utility Custom 1

If specified in the Import Record, Utility Custom 1 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 1 examples:

- **Check w/bldg mgr. before accessing meter|**
- **001 /17590378164|**

Utility Custom 2

If specified in the Import Record, Utility Custom 2 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 2 examples are the same as Utility Custom 1.

Utility Custom 3

If specified in the Import Record, Utility Custom 3 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 3 examples are the same as Utility Custom 1.

Utility Custom 4

If specified in the Import Record, Utility Custom 4 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 2 examples are the same as Utility Custom 1.

Utility Custom 5

If specified in the Import Record, Utility Custom 5 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 5 examples are the same as Utility Custom 1.

Utility Custom 6

If specified in the Import Record, Utility Custom 6 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 6 examples are the same as Utility Custom 1.

Utility Custom 7

If specified in the Import Record, Utility Custom 7 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 7 examples are the same as Utility Custom 1.

Utility Custom 8

If specified in the Import Record, Utility Custom 8 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 8 examples are the same as Utility Custom 1.

Utility Custom 9

If specified in the Import Record, Utility Custom 9 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 9 examples are the same as Utility Custom 1.

Utility Custom 10

If specified in the Import Record, Utility Custom 10 has the same value in the Export Record and may contain up to 40 **ALPHANUM** characters.

Utility Custom 10 examples are the same as Utility Custom 1.

Export Record Terminator

Each Export Record in an export file is terminated with a **CRLF**.

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Neptune Technology Group Inc.

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Tallahassee, AL 36078
USA Tel: (800) 633-8754
Fax: (334) 283-7293

**Neptune Technology Group
(Canada) Ltd.**

7275 West Credit Avenue
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Neptune Technology Group Inc.

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Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11560 Delegación, Miguel Hidalgo
Mexico D.F.
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(55) 5203-5294

Online

www.neptunetg.com



MACH 10[®] Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune[®] MACH 10[®] water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

a) Lead Free Bronze Maincase

i) 5/8” – 1” MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½” – 2” MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8” – 1” MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½” – 2” MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10 [®]
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%



With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8” – 1” MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2” – 2” MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer’s test results. If the meter is returned to Neptune without a copy of the test results or if Neptune’s factory test shows the meter to meet Neptune’s published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune’s option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune’s liability is limited to its



costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

3” to 12” MACH 10[®] Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Commercial and Industrial Neptune[®] MACH 10[®] water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that MACH 10 meters sold after 02/01/2020 for potable water or combined potable water and fire service applications will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components.

a) Lead Free Bronze Maincase

Neptune warrants at the Date of Shipment that the lead free, high copper bronze maincase of the MACH 10 will be free from manufacturing defects in workmanship and material for the life of the meter.

b) Electronics (Battery, PCB, Transducers, LCD)

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first five (5) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following five (5) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10 [®]
	Replacement Price Discount
1-5	Full replacement 100%
6	50%
7	40%
8	30%
9	20%
10	10%

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY WARRANTY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period detailed above), Neptune makes the following warranties with respect to meter accuracy:

Neptune MACH 10 meters are warranted to meet or exceed new meter accuracy per AWWA specifications of $\pm 1.5\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment (that period being the “Accuracy Warranty Period”).

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during the Accuracy Warranty Period, it may be returned to Neptune for evaluation. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under the accuracy warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the accuracy warranty set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the applicable original MACH 10 meter warranty (maincase, electronics, or accuracy), whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

The Corporation of the City of Temiskaming Shores

By-law No. 2021-079

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Highway 11 Emergency Casing and Watermain Installation 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-011-2021 at the May 4, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Highway 11 Emergency Casing and Watermain Installation Project, in the amount of \$158,850.00, plus applicable taxes, for consideration at the May 4, 2021 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 execute an agreement with Pedersen Construction (2013) Inc. for the Highway 11 Emergency Casing and Watermain Installation Project, in the amount of \$158,850.00, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 4th day of May, 2021.

Mayor

Clerk



Schedule "A" to

By-law 2021-079

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the Highway 11 Emergency Casing and Watermain Installation Project

This agreement made this 4th, day of May, 2021.

Between:

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

and

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

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described within this Agreement.
- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Manager of Environmental Services, all the work by **August 31, 2021**.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for services aforesaid, in the amount of One-Hundred and Fifty-Eight Thousand, Eight-Hundred and Fifty Dollars and Zero Cents (\$158,850.00) plus applicable taxes, subject to additions and deductions as provided in the Contract Documents, as authorized by an approved Contract Change Order.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

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

The Contractor:

Pedersen Construction (2013) Inc.

177246 Bedard Road
New Liskeard, Ontario
P0J 1P0

Attn.: Karl Pedersen

The Owner:

City of Temiskaming Shores

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

Attn.: Steve Burnett, Manager of Environmental Services

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Appendix 01 to
Schedule "A" to

By-law No. 2021-079

Form of Agreement



PEDERSEN CONSTRUCTION (2013) INC.

177246 Bedard Road, New Liskeard, ON P0J 1P0

(705) 647-6223 Fax (705) 647-8851

April 21, 2021

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

Attention: Mr. Steve Burnett

Tel: 705-647-2410

E-mail: sburnett@temiskamingshores.ca

Dear Sir,

**Quotation: Highway 11 Emergency Casing and Watermain Installation
Between Station 15+850 and 15+830 on Trow Drawing #6 (May 2011)**

We hereby propose the following.

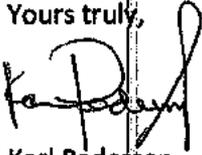
- Set up temporary construction traffic control signage and fencing.
- Mobilize equipment and horizontal directional drilling equipment (East side of Hwy.11, between Quality Inn and Holiday Inn Express).
- Daylight existing watermain and sanitary sewer on the West and East sides of Hwy.11.
- Supply and install trench box entry and exit pits.
- Supply and install approx. 45 to 50 meters of 12.75" O.D. steel casing (0.25" wall thickness) by horizontal directional drilling as per OPSD 1806.
- Supply and install approx. 45 to 50 meters of 150mm PVC Terrabrute watermain within casing c/w casing spacers and end seals.
- Connect new watermain on East side of Hwy.11 to the existing 150mm watermain c/w (1) 150mm gate valve and box to isolate the watermain within the casing.
- Extend the existing 150mm PVC DR18 watermain on the west side of Hwy.11 and connect to the new 150mm watermain exiting the casing c/w (1) 150mm gate valve and box to isolate the watermain within the casing.
- Pressure test and chlorinate the new watermain.
- Restore the existing grass areas with topsoil and seeding.
- Restore the existing disturbed granular areas with 150mm of Granular A and 600mm of Granular B, Type 1.
- Asphalt restoration by the City of Temiskaming Shores, if required.

Lump Sum = \$158,850.00

Notes:

- (1) HST Extra.
- (2) All permits and permission to enter private property by the City of Temiskaming Shores.
- (3) Completion date – August 31, 2021.
- (4) Payment Terms – 30 Days / 10% Holdback.
- (5) Acceptance period – 30 days.
- (6) To change trenchless casing installation from directional drilling to boring and jacking or pipe ramming, add \$40,000 to lump sum total.

Yours truly,

A handwritten signature in black ink, appearing to read 'Karl Pedersen', written over a horizontal line.

Karl Pedersen
President

The Corporation of the City of Temiskaming Shores

By-law No. 2021-080

Being a by-law to enter into an agreement with CGV Builders Inc. for the Haileybury Fire Station Design-Build

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-010-2021 at the May 4, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with CGV Builders Inc. for the award of the Haileybury Fire Station Design-Build, as detailed in Request for Proposal RS-RFP-002-2021, for a total upset limit of \$2,090,000 plus applicable taxes, for consideration at the May 4, 2021 Regular Meeting of Council.

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

1. That the Mayor and Clerk be authorized to execute an agreement with CGV Builders Inc. for the Haileybury Fire Station Design-Build, as detailed in Request for Proposal RS-RFP-002-2021, for a total upset limit of \$2,090,000 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 4th day of May, 2021.

Mayor

Clerk



Schedule “A” to

By-law 2021-080

Agreement between

The Corporation of the City of Temiskaming Shores

and

CGV Builders Inc.

For the Haileybury Fire Station Design-Build

This agreement made this 4th, day of May, 2021.

Between:

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

and

CGV Builders Inc.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described within this Agreement, in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal
RS-RFP-002-2021 Haileybury Fire Station – Design Build**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Director of Recreation, all the work by **December 31, 2021.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid in the upset amount of Two-Million and Ninety-Thousand Dollars and Zero Cents (\$2,090,000), plus applicable taxes, subject to additions and deductions as provided in the Contract Documents, as authorized by an approved Contract Change Order.
- 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:

CGV Builders Inc.
56 Connaught Avenue
Cochrane, Ontario P0L 1C0

Attn: Robert Vezeau, Vice President

The Owner:

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

Attn.: Mathew Bahm, Director of Recreation

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Appendix 01 to
Schedule "A" to

By-law No. 2021-080

Form of Agreement

RS-RFP-002-2021 Haileybury Fire Station - Design
Build



CGV BUILDERS INC.

April 15, 2021

Authored by: Robert Vezeau, Vice President.
56 Connaught Avenue, Cochrane, ON P0L 1C0

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SECTION 8 - CONFLICT OF INTEREST DECLARATION

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Section 1 – Understanding of the Project

On behalf of CGV Builders Inc “(CGV)” I would like to thank the city of Temiskaming Shores “(Owner)” for considering our company as your design builder for the Haileybury Fire Station project. With the help of proven local trades and suppliers the CGV team has put together a solid proposal that we view compliant with the RFP requirements and the city’s expectations. We understand that the evaluation team will likely have questions or require some clarifications during the bid review process. All such inquiries should be addressed to myself and I will provide the information as soon as possible.

Excluding only the supply & installation of the pre-engineered building itself “raw steel”, CGV has committed the rest of the required trades & materials to local reputable trades and suppliers that own and operate businesses in Temiskaming Shores.

Following award, critical path will be to start working on the site plan control agreement “(SPCA)”. Throughout this process our Architectural team will finalize the building floor plan and wall assemblies. Prior to commencing detailed working drawings CGV would expect the owner to sign off on the floor layout. With an approved floor plan the design team will work towards a full set of working drawings.

Following site plan control and layout approval, critical path will be to place the order on the pre-engineered steel building. The current market for pre-engineered steel buildings is very challenging. Steel prices are escalating weekly and lead time on the delivery of buildings is getting longer as we get close to summer. Currently, the lead time on a building following approved shop drawings is 16 – 20 weeks. As a result, if we are awarded the project in early May, I would not expect to have the building delivered to site earlier then late September or early October. The anticipated complicated turnover date is late 2021.

Following is a high-level design brief of our proposed scope of work:

General Conditions

- Architectural, Structural, Electrical, Mechanical, Civil Engineered drawings
- Site Supervision
- Temporary Facilities
- Permits & Insurance.

Site Work

- Site servicing, within property line only.
- Engineered gravel surface parking lot and entrances.
- Remove and replace curbs & gutter at Rourke avenue entrances and provide new dropped curb and gutter.
- Concrete sidewalks as noted on site plan.
- Storm water management study and work plan
- Landscaping and environmental as noted on site plan.
- Optional asphalt apron, see add on price.

Foundation

For estimating purposes, we have a preliminary design for a reinforced raft foundation, refer to section 12. Please note that once we get into detailed design, we might change our approach to a shallow type of foundation.

Masonry

See add price for option partial masonry veneer front elevation. See construction wall assembly details in section 12.

Metals & Building Envelope

CGV has been a Steelway Building systems design builder dating back to the early 1980's. Together with Steelway CGV has successfully completed many design build projects across northern Ontario. For more information on Steelway building systems visit www.steelway.com

The inside face of the exterior wall and ceiling will be skinned with a 29 gage metal liner. The building envelope assemblies will be designed to satisfy the OBC energy efficiency requirements.

Doors & Windows, Interior Finishes

Doors and frames will be designed of hollow metal. Windows will be aluminum and glazing. Overhead doors will be power operated. Wheelchair accessible power operators included for main entrance and universal washroom.

Refer to section 12, wall assemblies. Bathroom partitions and washroom accessories as required by code.

Equipment, Furnishing, Special Construction, Conveying Systems

Not included in this proposal.

Mechanical

Complete engineered certified plumbing and HVAC scope of work has been carried in our proposal in compliant to the RFP.

A detailed scope of work will be provided upon request.

Electrical

Complete electrical scope of work has been carried in our proposal that includes but not limited to the following:

Lighting:

- Apparatus Bay 24 LED High Bay light
- Offices / hallways etc... 48 led flat panel light
- 8 -exit light
- 10 -remote heads
- Total 25 lighting sensor switches
- 8-outdoor lights on building
- 2- pole lights (2 heads)
- 1- pole light (1 head)

Power, Service & Distribution

- 4- door openers
- 1- Handicap washroom
- 6 -outside plugs
- 105 -120volt receptacles location as per owner
- Data as directed by owner
- 200amp single phase service
- 22/19.5 kw standby generator
- Automatic transfer switch
- Lithonia lighting package
- Wiring to ESA standards
- ESA permit / inspection
- Telecommunications system conduits &

Bobby Vezeau, P.Eng
Vice President



Tel: [REDACTED]

Cell: [REDACTED]

Fax: 705-272-3453

Email: [REDACTED]

Website: www.cgvbuilders.ca



Section 2 - Management Team

Section 3 – Similar Projects

The management team proposed for this assignment would include the following team members:

Management

- Robert Vezeau, P.Eng. – Design & Construction Manager
- Michel Brousseau, Architectural Technologist (M.A.A.T.O) – Project Manager
- Joel Vezeau, PQS, CET, Project Coordinator
- Eric Vezeau, P.Eng. – Project Administrator

Robert Vezeau, P.Eng. – Design & Construction Manager

Robert is a Professional Engineer licensed in the Province of Ontario and is the Design & Construction Manager for the CGV team. As Design & Construction Manager, Robert leads the project team and controls the project schedule, budget, and performance to ensure that every project is delivered within acceptable timelines. He is responsible for keeping up with industry trends. Driven by industry standards and financial values, he is forward thinking with vast experience in residential, commercial, institutional, and industrial sectors. In his executive role, Robert has extensive knowledge of construction and engineering principles, practices, and theories in the construction industry.

Michel Brousseau, Architectural Technologist (M.A.A.T.O) - Project Manager

Michel is an architectural technologist with 15 years of experience as a project manager and team lead in the architectural and construction sectors. Michel is a well-versed professional in his field and provides leadership and guidance to the construction management team. As Project Manager, he leads the project team and controls the project schedule, budget, and performance to ensure acceptable project delivery.

Michel's technical background, written and oral communication skills are key components that contribute to his excellent track-record of successful project delivery. His practical approach to project management and profound understanding of the various principles of design, construction and building methods are indispensable to the construction team.

Joel Vezeau, PQS, CET – Project Coordinator

Joel is a Professional Quantity Surveyor licensed in the Province of Ontario and a Certified Civil Engineering Technologist. As Project Coordinator for the CGV team, Joel's duties include the coordination

and management of supervisors, workforce, sub-trades, managing the procurement and delivery of building materials and equipment, and preparing/managing CCO's, CCN's, RFI's, etc. He is responsible for creating and maintaining weekly tracking of baseline versus actual construction schedules, anticipating short comings, and reporting to the Project Manager. Joel also maintains purchase orders documentation and updates the project budget.

Eric Vezeau, P.Eng. – Project Administrator

Eric is a Professional Engineer licensed in the Province of Ontario and is a Project Administrator for the CGV team. As Project Administrator, he is responsible for the overall coordination and preparation of contractual documents and communications for construction projects. He is also responsible for coordinating and managing our quality assurance program. Eric negotiates and issues subcontracts and major purchase orders to reach cost affective agreements and monitors their progress and schedule. His role as Project Administrator also consists of coordinating training for workers requiring specialized licenses and certifications, including determination of safety procedures for specific tasks, handling of dangerous goods, etc.

Section 3 – Qualifications, Expertise, Similar Projects

Over the past few years, CGV Builders has successfully delivered a multitude of design-build projects across Northern Ontario – all of which were completed on time, and on budget (generally in a fixed-price, turn-key fashion). Several of these design-build projects are similar in size and in nature to the proposed Haileybury Fire Station in Temiskaming Shores (i.e., pre-engineered steel buildings, commercial garages, etc.) Below is a short list of similar design-build project completed in the past three years:

- Lillabelle Lake Aircraft Hanger (4,800 sq.ft pre-engineered steel building), 2020 – Cochrane, ON
- Certarus Office & Garage Building (6,200 sq.ft pre-engineered steel building), 2020 – Timmins, ON
- The Bucket Shop Phase II (Two - 11,000 sq.ft pre-engineered steel buildings), 2020 – Timmins, ON
- Georgia Pacific Vacuum Truck Garage (1,000 sq.ft pre-engineered steel building), 2017 – Englehart, ON
- Mill-Ore Industries Fabrication Shop (2,500 sq.ft pre-engineered steel building), 2017 – Timmins, ON

In addition to the above, we would like to highlight a few recent projects that were completed using a design-build approach - where CGV Builders was the Prime Consultant.

Project No. 1: The Bucket Shop – Office and Fabrication Shop



Location: Timmins, ON
Client: The Bucket Shop
Completion Date: January 2017
Project Type: Design-Build (CGV Prime Consultant)

CGV Builders was retained by The Bucket Shop to design and build an office / research and fabrication facility ("the Facility"). The Bucket Shop is a Timmins,

Ontario based bucket repair and manufacturing company that produces specialty buckets for excavators, scoop trams, etc. for the mining industry.

The Facility is a 12,000 square-foot office building with an attached 65,000 square-foot fabrication shop. The office building is a wood framed structure, and the fabrication shop is a **pre-engineered steel building**. The new fabrication shop contains nine overhead cranes ranging from 15 to 75 tons, a heavy bay (to accommodate large rock trucks weighing approximately 130,500 kg), several welding stations and fifteen pieces of metal fabrication equipment; the largest consists of a 62,000-kilogram hydraulic press brake with an output capacity of 780 tons.

Project No. 2: Peter Sutherland Sr. Hydroelectric Development Project – Powerhouse Building & Auxiliary Buildings



Location: New Post Creek, ON
Client: Kiewit/Aecon Partnership
Completion Date: February 2017
Project Type: Design-Build (CGV Prime Consultant)

CGV Builders was retained by Kiewit / Aecon to design and build a powerhouse building (“the Facility”) as part of the Peter Sutherland Sr. Hydroelectric Development project for Ontario Power Generation and Taykwa Tagamou Nation. The contract also included the design and

construction of a spillway intake building, an intake gate hoist building, and an electrical service building.

The Facility is a 12,000 square-foot structural steel building that houses two 14 MW horizontal axis water turbines, two synchronous generators and a 100-tonne overhead crane. The turbines use a portion of the water flowing down New Post Creek to generate electricity by moving water 250 meters through a penstock to the powerhouse building located on the edge Abitibi River. The intake gate hoist building is an 800 square-foot structural steel building with a removable roof hatch. The spillway intake building, and the electrical service building are both 600 square-foot in size and consist of metal stud framing for the walls and roof.

Project No. 3: Super 8 Hotel



Location: Moosonee, ON
Client: Complex RE Partnership (Division of Moose Cree Group of Companies)
Completion Date: September 2020
Project Type: Design-Build (CGV Prime Consultant)

CGV Builders was retained by Complex RE Limited Partnership (Division of Moose Cree Group of Companies) to design and build a new 40-room hotel (“the Hotel”) in Moosonee, ON. The Hotel is part of the Super 8 brand chain

of hotels by Wyndham Hotels & Resorts – Moosonee.

The Hotel is a 26,000 square-foot two storey wood framed building that offers 40 suites, and features several amenities including a modern foyer, a boardroom, and a breakfast area with kitchen. The hotel is centrally located and is the first of its kind in the community.

Section 4 – Preliminary Schedule

Should we be successful with our submission the CGV has the capacity and resources to keep up with the following schedule:

- | | |
|--|-------------------------------|
| - Mid-April | Submission |
| - Late April | Evaluation period |
| - Award | Early May |
| - Pre-Engineered Steel Building Order | Early June |
| - Working Drawings | End of June |
| - Shop Drawings / Procurement | July – August |
| - Mobilization | Mid-August |
| - Foundation & Site Grading | Mid-August – End of September |
| - Pre-Engineered Steel Building Erection | Month of October |
| - Interior Finishing | November and December |
| - Hand over | Before Christmas 2021. |

Section 5 – Form of Quotation





Form of Quotation

City of Temiskaming Shores RS-RFP-002-2021

Haileybury Fire Station – Design Build

Each Submission should contain the legal name under which the Proponent carries on business, telephone number and email address, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all documentation, materials and labour as are required to satisfy this Request for Proposal.

Description	Amount
Lump sum price for completion of required work as outlined in RFP (Exclusive of HST)	\$ 2,060,000.00

+ HST

Optional Pricing Items (Exclusive of HST)	
Natural Gas, in-floor heating	\$ 40,000.00
Asphalt Apron	\$ 15,000.00
Mid-Span Brick Cladding on Front Wall	\$ 35 / sqf .00

We/I, CGV Builders Inc.

(Registered Company Name/Individuals Name)

Of, 56 Connaught Avenue, Cochrane, ON P0L 1C0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 272-5404

Email Address [REDACTED]



Bidder's Authorized Official:

Robert Vezeau

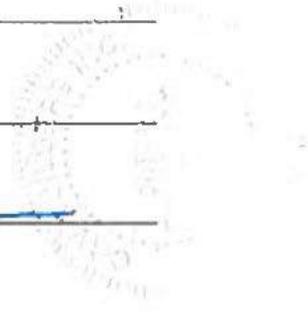
Title:

Vice-President

Signature:

Date:

April 8-2021



7. Appendix 4

A layout of the proposed lot with approximate elevation, grading and sizing shall be added to RS-RFP-002-2021 as Appendix 4 and included at the end of this addendum.

End of Addendum 01

Declaration: We hereby acknowledge receipt of the above referenced Addendum and it shall be incorporated into our Request for Proposal submission.
Company: CGV Builders Inc
Signature of Authorized Representative: 
Name/Title [print]: Robert Vezeau / Vice President

Section 6 – List of Proposed Sub- Contractors





City of Temiskaming Shores
RS-RFP-002-2021
Haileybury Fire Station – Design Build

List of Proposed Sub-Contractors

Name	Address	Component
Helm & Sons Mechanical	[REDACTED]	Mechanical
Pedersen Construction		Civil
G. Belanger Construction		Architectural
Licop Electric		Electrical
CGV Builders Inc		Masonry
Steelway		Pre Engineered Steel Building
BB Gunn Contracting		Building Erector

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

Signed by Company Official

Robert Vezeau

Printed


 Signed

Section 7 – Non-Collusion Affidavit





City of Temiskaming Shores
RS-RFP-002-2021
Haileybury Fire Station – Design Build

NON-COLLUSION AFFIDAVIT

I/We Robert Vezeau the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

The price or prices quoted 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.

Signed



Company Name

CGU BUILDERS INC.

Title

Vice President

Section 8 – Conflict of Interest Declaration





City of Temiskaming Shores
RS-RFP-002-2021
Haileybury Fire Station – Design Build

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

NA

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

Dated at Cochrane, ON this 15th day of APRIL, 2021.

FIRM NAME:

C6U BUILDERS INC.

BIDDER'S AUTHORIZED OFFICIAL:

Robert Vezeau

TITLE:

Vice President

SIGNATURE:

Section 9 – Proof of General Liability Insurance

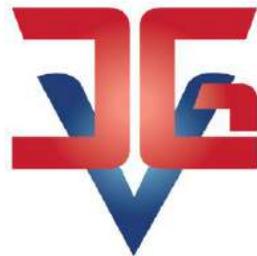


Section 10 – Quality Assurance Plan



Quality Assurance Plan

(CGV Builders Design-Build Projects)



1.0 Introduction

The information, templates and examples provided in this dossier represent a Quality Assurance Plan (“**QAP**”) developed by CGV Builders (“**CGV**”) and for a typical design-build construction project.

The QAP will be revised and modified at the outset of each project to ensure that the work is completed in compliance with the project specific quality requirements of the Client and other project shareholders.

This dossier outlines the practices and procedures that CGV Builders and affiliated subcontractors / suppliers will undertake for all design activities, fabricating operations, construction processes, preparation of documents and inspections / testing with regard to quality control.

The QAP and all related documents will be maintained and revised for the duration of the project; as applicable.

2.0 Quality Policy

The CGV team is committed to quality excellence and will consistently strive to provide services that surpass client expectations. Project success will be guaranteed through knowledge, experience, strong relations with subcontractors / suppliers, use of best industry practices and a safe work environment for our employees and all those that could be affected by our actions. Quality is a requirement, not only in the final product, but in our relationships with clients and business partners.

3.0 Project Quality Control Implementation

3.1 Scheduling and Work Planning

3.1.2 Pre-Construction Meeting

A pre-construction meeting will be held on a date, time and location that has been mutually agreed upon by the Client, CGV and all other parties involved in the construction of the project.

The meeting will outline key elements of the project and will establish the necessary roles and responsibilities of all participating parties.

Critical items to be discussed will include, but not limited to:

- establishing construction phase procedures,
- identifying project milestones,
- determining the work that will require inspections and / or testing, including hold points,
- establishing lines of communication,

- forming key contacts,
- reviewing project schedules and submittal requirements,
- discussing existing site conditions and identifying potential safety concerns,
- creating / documenting formal meeting minutes.

3.1.3 Work Plans

A detailed work plan will be prepared for each major project task. The work plan will describe the proper procedures that must be undertaken to achieve a compliant outcome. Work plans will be completed no later than one week prior to the pre-activity meeting and will consist of a work sequence, a list of materials, a safety plan, a list of activity milestones, a sign-off checklist, a list of required inspections and / or testing and a thorough description of the responsibilities for all parties involved. Work plans will be revised and modified as required throughout the project.

A sample work plan is included in Appendix A of this QAP.

3.1.4 Work Plan Sign-Off Checklist

A sign-off checklist will be included at the end of each work plan. The field crew quality representative will sign-off on each checklist item to confirm that all tasks that are specified in the work plan have been completed. A copy of each work plan sign-off checklist will be returned to the CGV head office for review and documentation.

3.1.5 Pre-Activity Meetings

Pre-activity meetings will take place 24-hours prior to the start of each new activity. The intent is to communicate the details and procedures that are specified in the activity's work plan. Attendees shall include the project superintendent and / or supervisor, the quality assurance officer and all CGV employees and sub-trades that will participate in the activity. The project superintendent or supervisor will be responsible for coordinating and leading pre-activity meetings.

3.1.6 Weekly Schedules

Weekly schedules will outline the planned project activities for the upcoming two-week period. The schedules will be prepared in Gantt chart format. The schedules will be communicated to the project team during weekly progress meetings. Typical information can include planned work for the upcoming period, identifying new activities, upcoming pre-activity meetings, required hold points and / or inspections, among others. All revisions to the weekly schedule will be promptly communicated to all parties and a revised copy of the schedule will be circulated.

The Client will be notified well in advance of all weekly progress meetings. A sample weekly schedule is included in Appendix A.

3.1.7 Job-Forecasting

Project quality management personnel will meet regularly to examine the schedule and discuss future activities that could potentially result in setbacks to the project. These can include construction activities, deliverables, inspections, and others. Preparatory actions and procedures will be determined in order to mitigate the risk of complications or delays to the project schedule.

3.2 Inspection and Testing

3.2.1 Inspection and Test Plans (ITP)

An Inspection and Test Plan (“ITP”) will be prepared for all major activities performed by CGV and collaborating sub-trades throughout the duration of the project. ITP’s will identify the elements within an activity that require inspection, confirmation and / or verification before initiating subsequent work activities. Key components of the ITP include date / time of the inspection, inspector name with credentials, type of inspection / test, inspecting / testing procedure requirements, acceptance criteria, cause of rejection, commentary on results, corrective actions required and reference drawings / specifications. ITP’s will ensure that all work is completed in accordance with project standards, specifications, and applicable codes.

A sample ITP is included in Appendix A.

3.2.2 Daily Quality Report

Daily Quality Reports will be completed by the project Quality Assurance Officer and will be used to summarize the work performed on-site and outline the observations that pertain to quality control. Other items can include weather/site conditions, inspections, deliveries and a list of sub-trades performing work on-site. A sample daily inspection report is included in Appendix A.

3.2.3 Witness Point

A witness point is an identified point during the execution of the project that may require a consultant and/or a licensed professional engineer to review, witness or inspect the process of work. The succeeding activities after witness may proceed and no approval is required.

All preliminary witness points for this project have been established and are listed in Appendix A.

3.2.4 Hold Points

A hold point is a mandatory verification point during the construction phase that requires the approval of a consultant, a licenced professional engineer or a municipality inspector in order to proceed with the succeeding activity. Once the quality of the completed work has been verified and approved, the hold is released by means of inspection request approval.

All preliminary hold points for this project have been established and are listed in Appendix A.

3.2.5 Inspection Request

An inspection request will be submitted to the appropriate professional no less than 3 days prior to attaining a hold point. In the event that corrective actions are required following an inspection, the instruction to rectify will need to be addressed/released within a 3-day maximum turnaround period. This turnaround period is required to avoid any significant delays to the project schedule.

3.2.6 Substantial Inspection

As soon as the contractor believes substantial completion has been achieved, they may apply for a Substantial Inspection. This inspection conforms to the Construction Lien Act and requires all Life Safety Items and a 97% completion (more information in the Act). This will begin the process for holdback release.

3.3 Receipt of Material

3.3.1 Material Receipt Verification Form

The overall condition of the materials delivered to the construction site will be visually assessed in order to confirm that they are compliant based on material specifications.

The assessment results will be documented in a Material Receipt Verification Form along with field notes and other pertinent information. Material characteristics that can be examined include: appropriate dimensions, quantities, overall condition, special features and markings, among others. Any non-conforming material will be handled as instructed in Section 4.3.5.

A sample Material Receipt Verification Form is included in Appendix A.

3.3.2 Storage of Material

All material will be stored in an environment that will ensure that the preservation of its quality and integrity is maintained. On-site material storage areas will be coordinated with the Client and storage methods/procedures shall conform to manufacturer recommendations and industry standards. Stored material will be re-verified prior to use in order to ensure the condition coincides with the information described in the Material Receipt Verification Form.

3.3.3 General Procurement

A schedule listing all key delivery dates for the project will be available on the CGV Builders electronic document management system and will be revised as necessary.

3.3.4 Non-Conforming Work or Material

All work and material not conforming to contract requirements will be identified and mitigation procedures will be established. The subject matter will be documented in a Non-Conformance Report.

3.3.5 Non-Conformance Mitigation Procedures

The non-conformance work and/or material rectification process is as follows:

1. Non-conforming work and/or material are identified,
2. A Non-Conformance Report is issued and is accompanied with commentary and a proposed resolution,
3. Client to approve or reject the proposed path forward,
4. In the event of a rejected proposal, both parties shall collaborate until an acceptable resolution is mutually agreed upon,
5. The approved resolution is executed,
6. Required inspections are performed.

3.3.6 Preventive Action Process

The preventive action process involves identifying the source of non-conforming work and establishing guidelines that will help prevent similar situations from occurring in the future.

3.4 Continual Improvement of Quality Management System

CGV Builders have established programs such as management reviews and quality audits that aim to continuously improve the effectiveness and efficiency of the quality management system. Quality management personnel is responsible for ensuring that all employees and subcontractors are aware of the importance of continuous improvement and are actively engaged in its implementation with regard to the performance to the work.

3.5 Site and Safety Issues

3.5.1 Health and Safety Policy

CGV Builders is committed to protecting the health and safety of all employees. To achieve this, our employees are required to work in a safe manner and are responsible for reporting any unsafe/unhealthy conditions to their supervisors, co-workers, Health and Safety Representative.

Management is responsible for ensuring that appropriate steps have been taken to control or eliminate all potential hazards and to ensure that safe and healthy work conditions are maintained throughout our work facilities.

Any contractors/subcontractors hired to perform work or to provide a service to CGV Builders is responsible for ensuring that their workers work in compliance with the regulations specified in the Occupational Health and Safety Act and any other legislation relating to the work/services being provided.

The CGV Builders Health and Safety Manual is included in Appendix A.

4 Quality Documentation

4.2 Document Management System

All project documentation including the items stated in Section 4 will be electronically stored/maintained by CGV Builders and made accessible to the Client. The web-based document management system that will be employed is Dropbox.

4.3 Retention of Documents

All quality related documents for this project will be retained for a period of 7 years following substantial completion. This includes both electronic and hard copy documents.

4.4 Shop Drawings

Shop drawings that require submission, review and approval will be specified in the Shop Drawing Management Schedule. The schedule can be accessed using the online document management system described in Section 5.1 and its content will be revised as required. A sample Shop Drawing Management Schedule is included in Appendix A.

4.5 Quality Control Turnover Package

A complete package of all quality management plan forms and reports will be assembled and bound. This package will include, but is not limited to; ITP's, Work Plans, Daily Quality Reports, Non-Conformance Reports, etc.

4.6 Close Out Documents

A complete package of all administration items will be compiled and bound. The package will include, but is not limited to; as-built drawings, permits, maintenance manuals, specifications, etc.

5 Communications

5.2 Internal Communications

Effective communication practices within the CGV Builders management team will be ensured through weekly team meetings. These meetings will cover overall project objectives and risk assessments. Daily conference calls with the site superintendent are essential for daily activities. Email correspondence will be documented and stored in directories accordingly.

5.3 Client Communications

Client communications will be maintained throughout the duration of the project. Continuous communication efforts will be ensured through regular coordination meetings on-site and at management level to discuss project concerns. Weekly conference calls will be implemented to ensure roll out of project. Substantial meetings can be arranged if the client or contractor deems appropriate for emergency items.

6 Quality Management Personnel

The responsibilities and authorities of key quality management personnel are defined in the following sections.

6.2 Quality Management Organizational Chart

All CGV Builders quality management personnel described in Section 7.0 are listed in the name-specific organizational chart in Appendix A. Each position is accompanied with relevant qualifications.

6.3 Quality Manager (QM)

The Quality Manager is responsible for the overall management and coordination of all quality control activities performed by or on behalf of CGV Builders. Qualifications are attached in Appendix A. QM responsibilities and authorities:

- Ensure that the Quality Assurance Plan is implemented and maintained.
- Ensure that quality management personnel responsibilities and authorities are communicated and understood.
- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.
- Identify the activities and processes that require ITP's, work plans, hold points etc. and develop/implement these documents.
- Coordinate with quality assurance officer to ensure that ITP's are scheduled and performed.
- Manage and coordinate all activities related to the quality of material fabrication, material delivery, material assembly/erection and all required inspections and testing.
- Develop mitigation procedures for all non-conforming work and/or material.
- Establish all hold points and witness points for the project.
- Provide all necessary resources to meet initial quality objectives.
- Responsible for approving and storing all documents pertaining to quality control.
- Main point of contact for all quality related inquiries.

6.4 Quality Assurance Officer (QAO)

The Quality Assurance Officer is responsible for overseeing day-to-day operations on the construction site and ensuring that quality standards are met. Qualifications are attached in Appendix A. QAO responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Participate in pre-activity meetings and communicate the ITP's that will be performed for the activity,
- Collaborate with project superintendent/supervisor with regards to weekly scheduling to ensure quality control requirements are met.
- Contribute quality related elements to all required project work plans.
- Ensure ITP's are performed and documented,
- Responsible for assessing non-conforming work and material and preparing a Non-Conformance Report accompanied with mitigation procedures.
- Submit inspection requests prior to attaining hold points,
- Coordinate and facilitate the quality assurances of all manufacturers, expeditors and sub-trades.

6.5 Engineering Manager (EM)

The Engineering Manager is responsible for managing activities related to the overall design of the project. Qualifications are attached in Appendix A. EM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Manage operations of civil, structural, mechanical and electrical departments,
- Establish working relationship with the client on matters relating to design,
- Responsible for assuring that all required engineering inspections are performed and approved by qualified personnel.

6.6 Project Manager (PM)

The Project Manager is responsible for the overall planning, coordination, control and execution of the project. Qualifications are attached in Appendix A. PM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Manage all operations related to the execution of the project,
- Prepare and maintain project schedule,
- Collaborate with quality manager to develop mitigation procedures for non-conforming work and/or material,
- Develop a list of activities that will require a pre-activity meeting,
- Main point of contact for all project related inquiries.

6.7 Site Superintendent/Supervisor (SS)

The Site Superintendent/Supervisor is responsible for overseeing all on-site operations and controlling the short-term schedule. SS Qualifications are attached in Appendix A. SS responsibilities and authorities:

Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.

- Coordinate quality related inspections with daily operations performed by CGV Builders and sub-trades.
- Prepare Daily Quality Reports,
- Schedule and lead pre-activity meetings.
- Develop and distribute weekly schedules that outline project activities for the following two week period.
- Control and maintain short term scheduling of the project.
- Ensure that sub-trades/suppliers are provided with the most recent set of drawings and project specifications.
- Submit inspection requests prior to attaining hold points,
- Ensure subcontractor field operations meet project quality objectives,
- Verify the overall condition/characteristics of all material delivered on-site and confirm that storage areas are suitable. Document this information in a Material Receipt Report,
- Responsible for subcontractor coordination.
- Promptly communicate on-site issues and all non-conforming material and work to quality management personnel.
- Responsible for timely submitting inspection requests.
- Main point of contact for all on-site inquiries.

6.8 Project Administrator (PA)

The Project Administrator will control, maintain and coordinate all contractual and project related documentation for the entire project. The PA will correspond with the Project Manager and the Quality Assurance Manager on a day to day basis to ensure project administration activities are in compliance with the Quality Management Plan. Qualifications are attached in Appendix A. PA responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Maintain the document management system,
- Responsible for processing project documents,

- Expedite flow of project communication and deliverables,
- Main point of contact for all administration related inquiries.

6.9 Manufacturing Manager (MM)

The Manufacturing Manager is responsible for managing daily operations and performance of the manufacturing facility. Qualifications are attached in Appendix A. MM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.
- Oversee the manufacturing process of materials and ensure that they meet design, quality and safety requirements.

6.10 Quality Control Inspectors (QCI)

Third party Quality Control Inspector's are responsible for performing required inspections during all phases of the project. Qualifications are attached in Appendix A.

QCI responsibilities and authorities:

- Perform all required ITP's and prepare related documentation,
- Recognize non-conforming work and/or material and promptly inform CGV quality management personnel.

6.11 Expediter

The Expediter is responsible for the safe and timely transportation of materials to the construction site. The expediter's responsibilities and authorities:

- Ensure that materials are delivered in-line with the project schedule.
- Ensuring the safe transportation and surveillance of materials.
- Verify that shipment contains appropriate materials and quantities.

Section 11 – Presentation Drawings

The presentation drawings issued as part of this proposal represent an illustration of the entire potential development. Our base bid includes for only the items referred to in the request for proposal. Our base bid does not include for any asphalt or concrete curbs and sidewalks for the parking lot and entrances. We have included for some concrete sidewalks along the building for wheelchair accessibility.

SECTION 2.1.

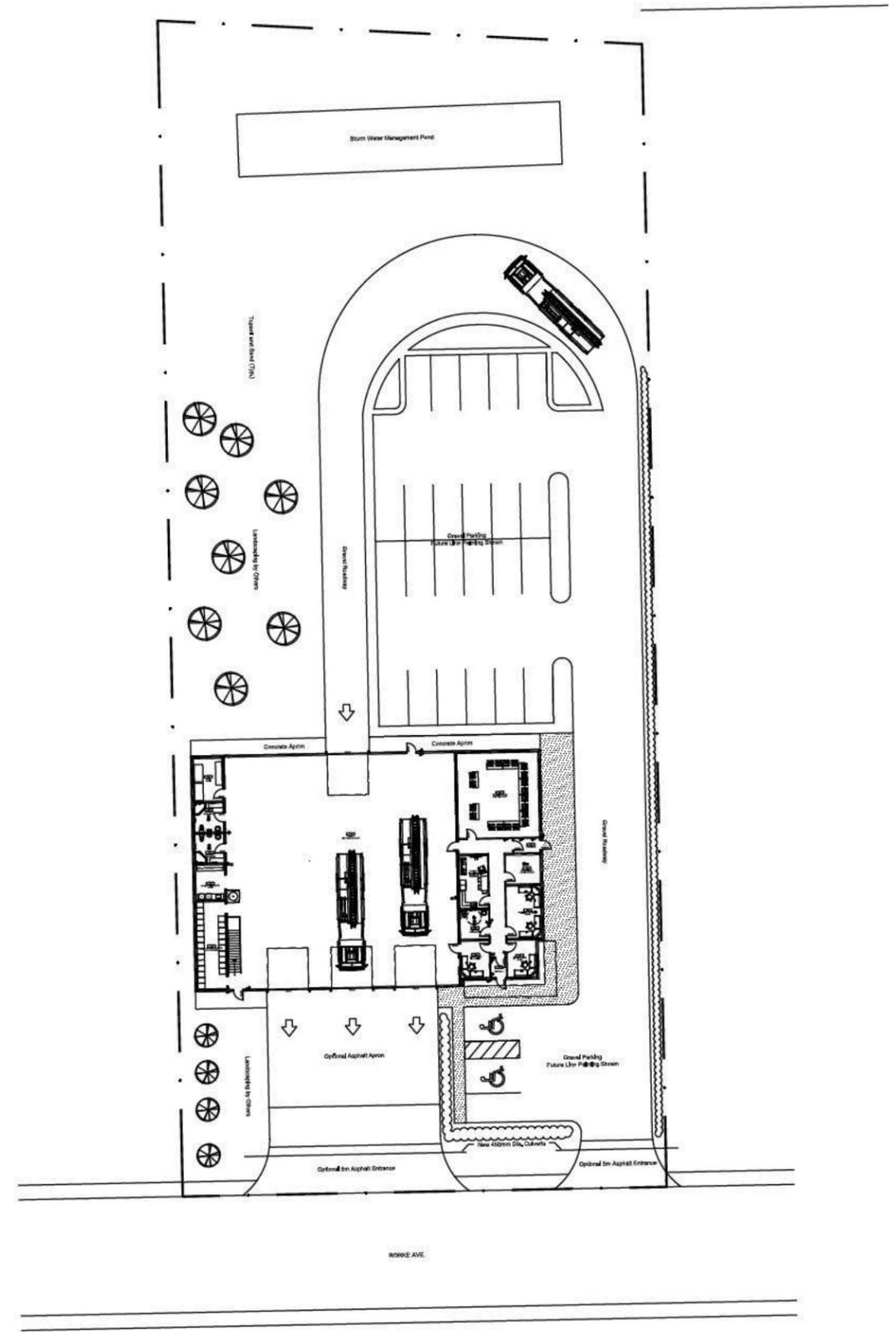


Aerial Axonometric View

SECTION 2.2.

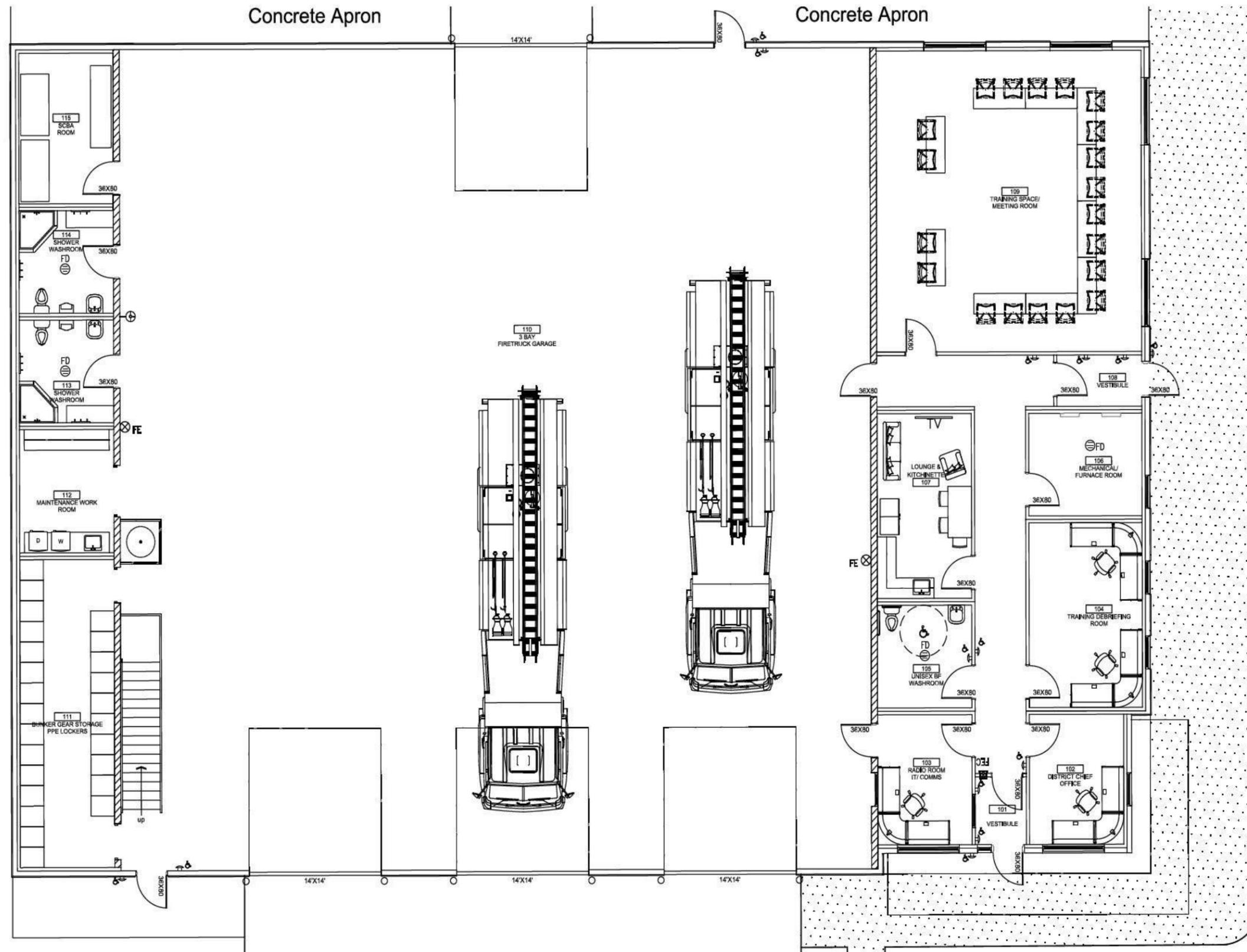


Site Context



Architectural Site Plan

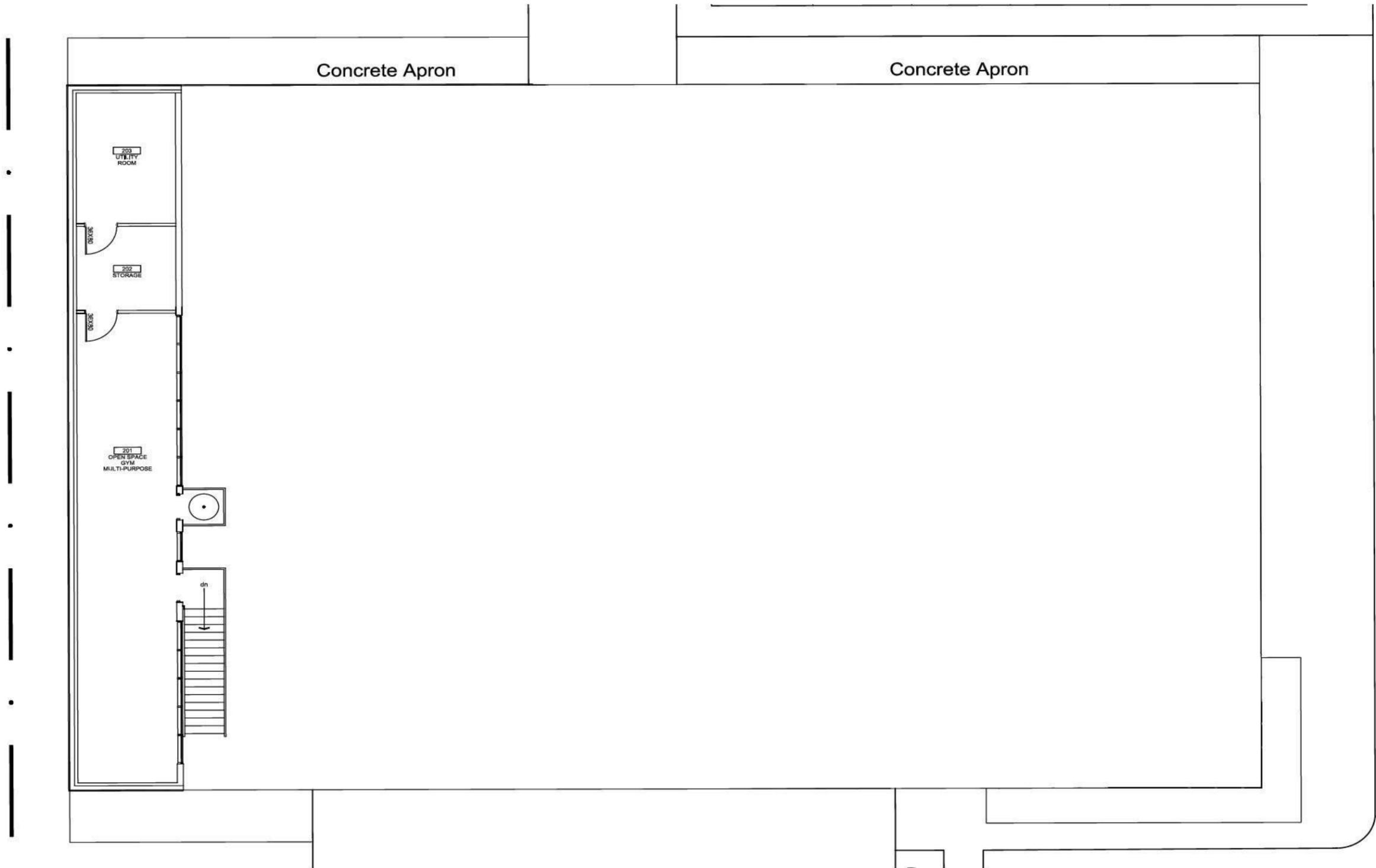
SECTION 2.3.



Gravel Roadway

Architectural Level 100 Plan





Architectural Level 200 Plan



SECTION 3.1.



Main Entrance Perspective

SECTION 3.2.



Front Perspective



Front Elevation

SECTION 3.3.



Main Entrance Close-up



Rear Entrance Perspective

Section 12 – Foundation Design & Interior Wall Assemblies



RS-RFP-002-2021 Haileybury Fire Station - Design
Build



CGV BUILDERS INC.

April 26, 2021

Authored by: Robert Vezeau, Vice President.
56 Connaught Avenue, Cochrane, ON P0L 1C0

Clarifications #1

1. There is no mechanical information provided in the submission. Are you able to provide the detailed scope of work as indicated in the submission?

HVAC - Office / Meeting room Area

- Ruud U96V 80,000 BTU Nat Gas furnace with 2 stage burner and VS fan 1-Ruud RA16 4 ton A/C with cased coil and refrigeration piping
- Supply air duct system with lay-in ceiling diffusers and ceiling cavity for return as per HVAC duct design.
- Econet WIFI thermostat
- 1-Fantech Hero200 HRV (energy star) 1-Fantech Ecotouch control
- 1-HRV duct system
- Dryer vent to exterior

HVAC -Locker , Showers ,SCBA room

- 1-Fantech Hero200 HRV
- 1-Fantech Ecotouch control
- 1-HRV duct system

HVAC - General

- Natural Gas piping system from meter location to service furnace, boiler, water heater and, generator
- Vehicle Exhaust Gas System not included.

HVAC - Hydronic Heat system ***OPTIONAL*** Refer to add on price.

- 1-Navien NFB-175 High Efficiency wall hung boiler with outdoor reset
- In-floor heat system for SCBA room, washrooms, maintenance room and locker room as per HVAC Hydronic design
- 1-Hydronic baseboard heater system upper floor - each heating zone controlled by individual thermostats
- 40 Gal Indirect fired water heater to service bathrooms and laundry - glycol additive for freeze protection

PLUMBING

Rough-in and completions for the following fixtures

- 3-Proflow comfort height toilets
- 1-Proflow urinal with auto flush valve
- 3- Proflow china drop-in basins with Moen faucet
- 2-Longevity A38NA Neo angle shower with pivot door and Moen pressure balance faucet
- 1-Kindred Single Bowl stainless steel kitchen sink with Moen single lever faucet 1-Oatey recessed washer box with water hammer arrestor
- 1-Mop sink and faucet
- Laundry sink and faucet
- All DWV piping as per code.
- Water service /meter piping L copper
- Fixture distribution piping PEX
- Pipe insulation as required.

PLUMBING - Specialty Items

- 1-Rheem 40 gal power vent Nat Gas water heater to service kitchen and unisex washroom
- 1-Uline H-5101 Guardian Emergency Shower / Eyewash Station
- Zurn oil interceptor to intercept apparatus bays trench drains.
- Interior water hydrant for pumper and tanker filling
- 1-Exterior water hydrant for filling fire and public works vehicles 2-General purpose exterior frost proof hose bibbs
- 4-General purpose interior hose bibbs in apparatus bays
- Pump chamber and sewage pump for force main connection not included.

2. **On one of your layouts of the proposed site it indicates there will be a storm water management pond at the back of the property. Was this for illustrative purposes only or has some consideration already been given for how storm water will be managed on the property?**

Our proposal includes for the design and construction of a storm water management system. We haven't performed a detailed design but our intentions are as follows:

- Supply & install 100m³ capacity storm water management pond at the west side of the property draining to south and north lot line swales.
- Supply & install two 450mm diameter entrance culverts to provide drainage from the north lot line swale to the existing ditch inlet catch basin at the southeast corner property line.
- Clean out existing property swales to ensure positive drainage to the southeast ditch inlet catch basin.

3. You have proposed a reinforced raft foundation and indicated that may change as more detailed design is conducted. What is the estimated likelihood that this will be the case? Have you utilized this foundation type for similar past projects? What kind of budget change would be expected if the foundation type changed?

The proposed raft foundation will be our approach. We have used this type of foundation many times and consider it a proven system. Once we get into detailed design if for some reason, we must consider a shallow type of foundation it will come at no additional expense to the project.

4. Please provide detailed cv's for the four members of the project team as listed in Section 2.

CV's attached.

5. The quality assurance plan in section 10 refers to a number of documents in appendix A which doesn't appear to be included. Can you include that appendix for review?

Updated Document attached.

6. Is there anything not included in the original submission that would help us in our review?

Missing was the detailed HVAC and Plumbing scope of work. At the time of closing, our local mechanical contractor had to take some time off work for personnel reasons which is why our original submission was missing HVAC & Plumbing details.

If there are any other questions, or concerns with our original proposal please let know and we'll provide additional information or clarifications.

Regards,

Bobby Vezeau, P.Eng
Vice President



Tel: [REDACTED]

Cell: [REDACTED]

Fax: 705-272-3453

Email: [REDACTED]

Website: www.cgvblders.ca

| 4/26/2021

Quality Assurance Plan

(Template - Design Build Projects)



1.0 Introduction

The data, information and examples portrayed in this dossier represent a Quality Assurance Plan developed by CGV Builders and prepared for review by the Client as it relates to the Design Build Project.

The Quality Assurance Plan has been established to ensure the project is completed in compliance and conforms to every aspect of the quality requirements described in the contract documents.

This manuscript outlines the practices and procedures that CGV Builders and affiliated subcontractors/suppliers will employ for all; design activities, fabricating operations, construction processes, preparation of documents and inspections/testing, with regard to quality control.

The Quality Assurance Plan and all related documents will be maintained and revised for the duration of the project, as applicable.

2.0 Reference Documents

The following documents were compiled and utilized in the creation of this Quality Assurance Plan:

- TBD

3.0 Quality Policy

The CGV team is committed to quality excellence and will consistently strive to provide services that surpass client expectations. Project success will be guaranteed through; knowledge, experience, strong relations with subcontractors / suppliers, use of best industry practices and a safe work environment for our employees and all those affected by our actions. Quality is a requirement, not only in the final product, but in our relationships with clients and business partners.

4.0 Project Quality Control Implementation

4.1 Scheduling and Work Planning

4.1.2 Pre-Construction Meeting

A pre-construction meeting will be held on a date, time and location that has been mutually agreed upon by; the Client, CGV Builders and all other parties involved in the construction of the design-build project.

The meeting will outline key elements of the project and will establish the necessary roles and responsibilities of all participating parties.

Critical items to be discussed include, but not limited to:

- establishing the construction phase procedures,
- identifying project milestones,
- work requiring inspections including hold points,
- lines of communication,
- forming key contacts,
- schedules and submittal requirements,
- site and safety issues,
- creation of formal Meeting Minutes on a recorded and documented basis,
- follow-up actions to be established and monitored during the project.

4.1.3 Work Plans

A detailed work plan will be prepared for each major project activity and will describe the procedures required to achieve a compliant outcome. Work plans will be completed no later than one week prior to the pre-activity meeting and will consist of, but are not limited to: a work sequence, a list of materials, a safety plan, a list of activity milestones, a sign-off checklist, a list of required inspections and a thorough description of responsibilities for all parties involved. Work plans will be modified and revised as required.

4.1.2 Work Plan Sign-Off Checklist

A sign-off checklist will be included at the end of each work plan. The field crew quality representative will sign-off on each checklist item confirming that all tasks specified in the work plan have been completed and meet requirements.

4.1.3 Pre-Activity Meetings

Pre-activity meetings will take place 24-hours prior to the start of each new activity. The goal is to communicate the details and procedures specified in the work plan. Attendees may include: the project superintendent/supervisor, the quality assurance officer and all CGV employees and sub-trades required to complete the activity. The project superintendent/supervisor will be responsible for coordinating and executing the pre-activity meetings.

4.1.4 Weekly Schedules

Weekly schedules will outline the planned project activities for the following two-week period. The content will be communicated through weekly progress meetings and can include: all planned work for the period, identification of new activities, upcoming pre-activity meetings, required hold points and/or inspections,

among others. All revisions to the weekly schedule will be promptly communicated to all parties and a revised copy of the schedule will be distributed.

4.1.5 Job-Forecasting

Project/Quality management personnel will meet regularly to examine the schedule and anticipate future activities that could potentially result in setbacks to the project. These can include construction activities, deliverables, inspections and others. Preparatory steps and procedures will be established in order to reduce the possibility of complications at all levels of the activity execution.

4.2 Inspection and Testing

4.2.1 Inspection and Test Plans (ITP)

An Inspection and Test Plan shall be prepared for all major activities performed by CGV Builders and collaborating sub-trades throughout the duration of the project. ITP's will identify the elements within an activity that require inspection, confirmation and/or verification before initiating subsequent work activities. Key components of the ITP can include: date/time of the inspection, inspector name with credentials, type of inspection/test, inspecting/testing procedure requirements, acceptance criteria, cause of rejection, commentary results, corrective actions required and reference drawings/specifications. ITP's will ensure that all work is completed in accordance with project standards, specifications and applicable codes.

4.2.2 Daily Quality Report

Daily Quality Reports will summarize the work performed on-site and outline the observations that pertain to quality control. Other items can include weather/site conditions, inspections, deliveries, and a list of sub-trades performing work on-site.

4.2.3 Witness Point

A witness point is an identified point during the execution of the project that may require a consultant and/or a licensed professional engineer to review, witness or inspect the process of work. The succeeding activities after witness may proceed and no approval is required.

4.2.4 Hold Points

A hold point is a mandatory verification point during the construction phase that requires the approval of a consultant, a licenced professional engineer, or a municipality inspector in order to proceed with the succeeding activity. Once the quality of the completed work has been verified and approved, the hold is released by means of inspection request approval.

4.2.5 Inspection Request

An inspection request will be submitted to the appropriate professional no less than 3 days prior to attaining a hold point. In the event that corrective actions are required following an inspection, the instruction to rectify will need to be addressed/released within a 3-day maximum turnaround period. This turnaround period is required to avoid any significant delays to the project schedule.

4.2.6 Substantial Inspection

As soon as the contractor believes substantial completion has been achieved, they may apply for a Substantial Inspection. This inspection conforms to the Construction Lien Act and requires all Life Safety Items and a 97% completion (more information in the Act). This will begin the process for holdback release.

4.3 Receipt of Material

4.3.1 Material Receipt Verification Form

The overall condition of the materials delivered to the construction site will be visually assessed in order to confirm that they are compliant based on material specifications.

The assessment results will be documented in a Material Receipt Verification Form along with field notes and other pertinent information. Material characteristics that can be examined include: appropriate dimensions, quantities, overall condition, special features and markings, among others. Any non-conforming material will be handled as instructed in Section 4.3.5.

4.3.2 Storage of Material

All material will be stored in an environment that will ensure that the preservation of its quality and integrity is maintained. On-site material storage areas will be coordinated with the Client and storage methods/procedures shall conform to manufacturer recommendations and industry standards. Stored material will be re-verified prior to use in order to ensure the condition coincides with the information described in the Material Receipt Verification Form.

4.3.3 General Procurement

A schedule listing all key delivery dates for the project will be available on the CGV Builders electronic document management system and will be revised, as necessary.

4.3.4 Non-Conforming Work or Material

All work and material not conforming to contract requirements will be identified and mitigation procedures will be established. The subject matter will be documented in a Non-Conformance Report.

4.3.5 Non-Conformance Mitigation Procedures

The non-conformance work and/or material rectification process is as follows:

1. Non-conforming work and/or material are identified,
2. A Non-Conformance Report is issued and is accompanied with commentary and a proposed resolution,
3. Client to approve or reject the proposed path forward,
4. In the event of a rejected proposal, both parties shall collaborate until an acceptable resolution is mutually agreed upon,
5. The approved resolution is executed,
6. Required inspections are performed.

4.3.6 Preventive Action Process

The preventive action process involves identifying the source of non-conforming work and establishing guidelines that will help prevent similar situations from occurring in the future.

4.4 Continual Improvement of Quality Management System

CGV Builders have established programs such as management reviews and quality audits that aim to continuously improve the effectiveness and efficiency of the quality management system. Quality management personnel is responsible for ensuring that all employees and subcontractors are aware of the importance of continuous improvement and are actively engaged in its implementation with regard to the performance to the work.

4.5 Site and Safety Issues

4.5.1 Health and Safety Policy

CGV Builders is committed to protecting the health and safety of all employees. To achieve this, our employees are required to work in a safe manner and are responsible for reporting any unsafe/unhealthy conditions to their supervisors, co-workers, Health and Safety Representative.

Management is responsible for ensuring that appropriate steps have been taken to control or eliminate all potential hazards and to ensure that safe and healthy work conditions are maintained throughout our work facilities.

Any contractors/subcontractors hired to perform work or to provide a service to CGV Builders is responsible for ensuring that their workers work in compliance with the regulations specified in the Occupational Health and Safety Act and any other legislation relating to the work/services being provided.

5.0 Quality Documentation

5.1 Document Management System

All project documentation including the items stated in Section 4 will be electronically stored/maintained by CGV Builders and made accessible to the Client. The web-based document management system that will be employed is SharePoint. All document distribution will be done through the SharePoint access system.

5.2 Retention of Documents

All quality related documents for this project will be retained for a period of 7 years following substantial completion. This includes both electronic and hard copy documents.

5.3 Shop Drawings

Shop drawings that require submission, review and approval will be specified in the Shop Drawing Management Schedule. The schedule can be accessed using the online document management system described in Section 5.1 and its content will be revised as required.

5.4 Quality Control Turnover Package

A complete package of all quality management plan forms and reports will be assembled and bound. This package will include, but is not limited to, ITP's, Work Plans, Daily Quality Reports, Non-Conformance Reports, etc.

5.5 Close Out Documents

A complete package of all administration items will be compiled and bound. The package will include, but is not limited to; as-built drawings, permits, maintenance manuals, specifications, etc.

6.0 Communications

6.1 Internal Communications

Effective communication practices within the CGV Builders management team will be ensured through weekly team meetings. These meetings will cover overall project objectives and risk assessments. Daily conference calls with the site superintendent are essential for daily activities. Email correspondence will be documented and stored in directories accordingly.

6.2 Client Communications

Client communications will be maintained throughout the duration of the project. Continuous communication efforts will be ensured through regular coordination meetings on-site and at management level to discuss project concerns. Weekly conference calls will be implemented to ensure roll out of project. Substantial meetings can be arranged if the client or contractor deems appropriate for emergency items.

7.0 Quality Management Personnel

The responsibilities and authorities of key quality management personnel are defined in the following sections.

7.1 Quality Management Organizational Chart

All CGV Builders quality management personnel described in Section 7.0 are listed in a name-specific organizational chart. Each position is accompanied with relevant qualifications.

7.2 Quality Manager (QM)

The Quality Manager is responsible for the overall management and coordination of all quality control activities performed by or on behalf of CGV Builders. QM responsibilities and authorities:

- Ensure that the Quality Assurance Plan is implemented and maintained.
- Ensure that quality management personnel responsibilities and authorities are communicated and understood.
- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.
- Identify the activities and processes that require ITP's, work plans, hold points etc. and develop/implement these documents.
- Coordinate with quality assurance officer to ensure that ITP's are scheduled and performed.
- Manage and coordinate all activities related to the quality of material fabrication, material delivery, material assembly/erection and all required inspections and testing.
- Develop mitigation procedures for all non-conforming work and/or material.
- Establish all hold points and witness points for the project.
- Provide all necessary resources to meet initial quality objectives.
- Responsible for approving and storing all documents pertaining to quality control.
- Main point of contact for all quality related inquiries.

7.3 Quality Assurance Officer (QAO)

The Quality Assurance Officer is responsible for overseeing day-to-day operations on the construction site and ensuring that quality standards are met. QAO responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,

- Participate in pre-activity meetings and communicate the ITP's that will be performed for the activity,
- Collaborate with project superintendent/supervisor with regards to weekly scheduling to ensure quality control requirements are met.
- Contribute quality related elements to all required project work plans.
- Ensure ITP's are performed and documented,
- Responsible for assessing non-conforming work and material and preparing a Non-Conformance Report accompanied with mitigation procedures.
- Submit inspection requests prior to attaining hold points,
- Coordinate and facilitate the quality assurances of all manufacturers, expeditors and sub-trades.

7.4 Engineering Manager (EM)

The Engineering Manager is responsible for managing activities related to the overall design of the project.

EM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Manage operations of civil, structural, mechanical and electrical departments,
- Establish working relationship with the client on matters relating to design,
- Responsible for assuring that all required engineering inspections are performed and approved by qualified personnel.

7.5 Project Manager (PM)

The Project Manager is responsible for the overall planning, coordination, control and execution of the project. PM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Manage all operations related to the execution of the project,
- Prepare and maintain project schedule,
- Collaborate with quality manager to develop mitigation procedures for non-conforming work and/or material,
- Develop a list of activities that will require a pre-activity meeting,
- Main point of contact for all project related inquiries.

7.6 Site Superintendent/Supervisor (SS)

The Site Superintendent/Supervisor is responsible for overseeing all on-site operations and controlling the short-term schedule. SS responsibilities and authorities:

Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.

- Coordinate quality related inspections with daily operations performed by CGV Builders and sub-trades.
- Prepare Daily Quality Reports,
- Schedule and lead pre-activity meetings.
- Develop and distribute weekly schedules that outline project activities for the following two week period.
- Control and maintain short term scheduling of the project.
- Ensure that sub-trades/suppliers are provided with the most recent set of drawings and project specifications.
- Submit inspection requests prior to attaining hold points,
- Ensure subcontractor field operations meet project quality objectives,
- Verify the overall condition/characteristics of all material delivered on-site and confirm that storage areas are suitable. Document this information in a Material Receipt Report,
- Responsible for subcontractor coordination.
- Promptly communicate on-site issues and all non-conforming material and work to quality management personnel.
- Responsible for timely submitting inspection requests.
- Main point of contact for all on-site inquiries.

7.7 Project Administrator (PA)

The Project Administrator will control, maintain, and coordinate all contractual and project related documentation for the entire project. The PA will correspond with the Project Manager and the Quality Assurance Manager on a day-to-day basis to ensure project administration activities are in compliance with the Quality Management Plan. PA responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart,
- Maintain the document management system,
- Responsible for processing project documents,
- Expedite flow of project communication and deliverables,

- Main point of contact for all administration related inquiries.

7.8 Manufacturing Manager (MM)

The Manufacturing Manager is responsible for managing daily operations and performance of the manufacturing facility. MM responsibilities and authorities:

- Establish effective lines of communication with the individuals specified in the Quality Management Organizational Chart.
- Oversee the manufacturing process of materials and ensure that they meet design, quality and safety requirements.

7.9 Quality Control Inspectors (QCI)

Third party Quality Control Inspector's are responsible for performing required inspections during all phases of the project. QCI responsibilities and authorities:

- Perform all required ITP's and prepare related documentation,
- Recognize non-conforming work and/or material and promptly inform CGV quality management personnel.

7.10 Expediter

The Expediter is responsible for the safe and timely transportation of materials to the construction site. The expediter's responsibilities and authorities:

- Ensure that materials are delivered in-line with the project schedule.
- Ensuring the safe transportation and surveillance of materials.
- Verify that shipment contains appropriate materials and quantities.



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City of Temiskaming Shores
Request for Proposal
RS-RFP-002-2021
Haileybury Fire Station – Design Build

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



1.0 Purpose and Intent

This Request for Proposal describes the requirements of The Corporation of the City of Temiskaming Shores to receive proposals from qualified companies for the design-build construction of a new Fire Station to be located in the former Town of Haileybury

2.0 Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km² and has a population of approximately 9,900.

The former Towns of Haileybury, New Liskeard and the Township of Dymond amalgamated in January 2004 to become the City of Temiskaming Shores, which is a single tier municipality.

3.0 Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the “City”.

4.0 Submission

Submissions must be in **.pdf format** and submitted electronically to:

tenders@temiskamingshores.ca

Subject line: RS-RFP-002-2021 “Haileybury Fire Station – Design Build”

Addressed to: Logan Belanger, Clerk

The closing date for the submission of proposals will be at **2:00 pm local time on Thursday April 8, 2021.**

- Late proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial proposals are not accepted;
- The City reserves the right to accept or reject any or all proposals;
- The lowest priced proposal will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a firm and any changes to the proposal that are acceptable to both parties will be binding.
- The proposals shall be valid for 60 (sixty) days from submission date.

5.0 Questions

Any questions or concerns with respect to the RFP document and contents are to be directed to:

Mathew Bahm
Director of Recreation
City of Temiskaming Shores
325 Farr Drive



Temiskaming Shores, ON P0J 1K0
Phone: (705) 672-3363 ext. 4106
mbahm@temiskamingshores.ca

6.0 Background

The City of Temiskaming Shores Fire Department consists of two full-time staff and a compliment of three volunteer brigades. Volunteers are stationed at one of three stations: Dymond Station, New Liskeard Station and Haileybury Station.

Haileybury Station (also known as Station #1) is located at 468 Georgina Ave within downtown Haileybury. The building was constructed in 1923 and has been in continual use as a fire station since its construction.

Station 1 provides primary fire protection coverage to approximately 91 km² of the southern node of the City of Temiskaming Shores. In addition, this station provides backup emergency response to Station 2 and Station 3. Station 1 also provides heavy rescue services outside the City's borders, responds to mutual aid activations as part of the mutual aid plan, and houses special wildland firefighting equipment.

7.0 Scope of Work

The successful bidder shall provide all engineering, labor, material and all other associated items for the construction of a new fire hall to be located within the limits of the former municipality of Haileybury. This building must meet Post Disaster building requirements as per the most current version of the Ontario Building Code. Located below is a proposed list of specifications for this design build. The successful bidder shall be responsible for the inclusion of all components of this build as per the Ontario Building Code.

General scope of work shall include:

1. Preparation of Construction Documents for development of the site and construction of a building meeting the requirements of the concept building and site layout.
2. Preparation and Submittal of Site Development Drawings to the City of Temiskaming Shores for review and approval. Addressing any and all comments and/or conditions of approval for said Site Development Drawings.
3. Preparation and Submittal of Building Design Drawings to the City of Temiskaming Shores for review and approval
4. Obtaining all necessary Permits prior to start of construction activities on the site.
5. Providing a cost to complete all necessary Tasks, as listed herein, for completion of the Design-Build Process including construction of the approved Site Improvements and approved Building to house Fire services.

The proposed location for this building is 25 Rorke Avenue, Haileybury Ont. P0J 1K0. Lot size for the proposed location is 164 ft x 393 ft = 64,452 ft². Further details on proposed lot location are included on Appendix 2.

A conceptual layout, developed in consultation with volunteer firefighters from Haileybury Fire Station, is included as Appendix 1.



Proposed Specifications	
Space	Notes / Approximate Sizing
<p>Apparatus Bays</p> <ul style="list-style-type: none"> • 3 apparatus bays, 80 ft long • 14' X 14' Overhead Doors (automatic) x3 • Additional rear door (Center) • Interior of bays to be waterproof material for washing of trucks inside during winter weather. • Floor trough in center of bay floor. • Vehicle exhaust system. • Natural Gas in-floor heating – OPTIONAL • Deluge Shower/Eye Wash Station • Wall Height approx. 18 ft • Fall arrest anchor points 	<p>Based on current fleet requirements.</p> <ul style="list-style-type: none"> • 1 Pumper/Tanker • 1 Pumper • 1 Heavy Rescue • 1 Forestry Unit.
<p>Firefighter Lockers</p> <p>(25) Firefighter Gear/PPE Storage Lockers W – 24", D – 30", H – 8' including bench.</p>	<p>Lockers required to be included within pricing submitted</p>
<p>SCBA Room</p> <p>SCBA Compressor/Air Fill/Bottle Storage/Air Compressor Room</p>	<p>Large enough to accommodate a Jordair refill station & compressor (Approximately 3'x6'). Include stainless counter / work space. Required to have one outside wall 10 ft. x 15 ft. = 150ft²</p>
<p>Maintenance/Work Room</p> <p>Work Bench Storage Room & Laundry Facilities</p>	<p>10 ft. x 12 ft. = 120ft²</p>
<p>Firefighter Washrooms</p> <p>1 - (1 toilet, 1 urinal, 1 shower, 1 lavatory) 1 - (1 toilet, 1 shower, 1 lavatory)</p>	<p>10 ft. x 10 ft. = 100ft² 10 ft. x 10 ft. = 100ft²</p>
<p>Upper Utility Room</p> <p>For general mechanical equipment</p>	<p>10 ft. x 15 ft. = 150ft²</p>
<p>Upper Storage Room</p>	<p>10 ft. x 10 ft. = 100ft²</p>
<p>District Chief Office</p>	<p>10 ft. x 14 ft. = 140ft²</p>
<p>Debriefing Room / Training Office</p>	<p>10 ft. x 18 ft. = 180ft²</p>
<p>Radio/Communication Room/IT Room</p>	<p>10 ft. x 14 ft. = 140ft²</p>
<p>Meeting/Training Room</p>	<p>25 ft. x 35 ft. = 875 ft²</p>
<p>Mechanical/Furnace Room</p> <p>Electrical and plumbing plans/layouts.</p>	<p>10 ft. x 10 ft. = 100ft² Space as required to provide adequate room for electrical panels and heating source</p>



Kitchenette / Lounge Cabinets, sink	10 ft. x 18 ft. = 180ft ²
Unisex Accessible Washroom	10 ft. x 10 ft. = 100ft ²
Other Items	
Electrical Supply Electrical lines throughout apparatus bay to fleet.	
Back-up Generator Automatic power back-up generator.	Natural Gas Generator – located outside to power whole facility.
Asphalt Apron – OPTIONAL 40' long apron front of apparatus bays. (min) 6' long apron rear of apparatus bays.	Incorporate with appropriate exits.
Driveway/Parking Driveway and parking lot around the building. Area for volunteer firefighter vehicles, area for customer parking.	Combination of paving and aggregates.
Water Supply Interior hydrant for filling pumper and tanker. Exterior fill point for filling Fire and Public Works vehicles.	Water and Sewer to be hooked up to City services. Main feed will be 6"
Lighting LED lighting throughout facility	Occupancy sensors required where applicable
Fire Pole	Incorporate existing fire pole into design for decorative purposes.
Roof/Cladding Steel roof and siding Mid-span brick cladding on front wall – OPTIONAL	
Service Connections Hydro Natural Gas Water and Sewer Telephone/IT Radio Communications	Water and sewer lines will be provided to property line by city at south-east corner of property. Exact location to be determined with winning bidder. City of Temiskaming Shores sewer line locations and grading requires a force main connection from property.
Storm Water Management Plan	Required



All furnishings and equipment within the building will be provided by the City of Temiskaming Shores (unless otherwise noted) including all furniture, desks, chairs, a/v equipment, appliances, firefighting equipment, radio and communications equipment, computers etc.

8.0 Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals.

The City of Temiskaming Shores reserves the right, in its evaluation of the proposal, to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
Qualifications, Expertise and Performance on Similar Projects			
Past ability to complete projects within timelines and budgets	10	10	100
Stability and reputation of firm	5	10	50
Qualifications of senior staff / management	5	10	50
20%			
Proposed Supplier Contact / Manager and Support Team			
Past experience in directing / involvement with similar design-builds	10	10	100
Specialized expertise	5	10	50
15%			
Understanding of Project			
Detail of understanding of the project scope and desired deliverables. Provision of a detailed plan of proposed approach, including major tasks and sub-tasks.	15	10	150
Include a proposed quality assurance plan your firm will conduct to ensure the performance of contract deliverables	10	10	100
25%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	40	10	400
40%			

9.0 RFP Schedule

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

- Release of RFP: February 17, 2021
- RFP Proposal Submission deadline: April 8, 2021
- Final Selection and Notification (Estimated): April 21, 2021



10.0 Project Authority

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

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

All inquiries shall be directed in writing via email to the person identified in Part 5.0 - Questions.

12.0 Project Schedule and Fees

Project timelines are important to the City. Accordingly, a detailed project schedule with key milestones should be included in the proposal.

13.0 Commitment to Negotiate

The successful respondent shall execute any documentation, drafted in accordance with the terms of the successful respondent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the successful respondent's selection.

Respondents not initially selected as the successful respondent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

14.0 Preparation of Proposals

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

All five (5) pages of Form of Quotation are required to be submitted and signed as necessary. In addition, please provide the proposed layout in detail with professional drawings (not stamped at this time) and any other information as necessary.

15.0 Nature of Request for Proposal

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

16.0 Amendments

The City may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents.

Proponents finding discrepancies or omissions in the draft Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City. If the City determines that an amendment is required to this RFP, the City will issue an addendum. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

The City reserves the right to vary the scope of work prior to the award of the contract.



17.0 Revisions to Request for Proposal

If it becomes necessary to revise any part of this RFP or, if the respondents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all respondents participating in the RFP process at that stage.

If revisions or additional data are necessary after the closing date for proposals, revisions or additional data will be provided only to those respondents who have submitted responses and met the basic requirements. Such respondents will then have the opportunity to modify their proposal.

18.0 Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

- i. Accept or reject any or all of the proposals;
- ii. If only one proposal is received, elect to reject it; or
- iii. Reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
- iv. Elect not to proceed with the projects as it so determines in its sole and absolute discretion;
- v. To waive irregularities and formalities at its sole and absolute discretion.

19.0 Clarifications of Proposal

- vi. The City reserves the right to request the clarification of the contents of any proposal.
- vii. The City may choose to meet with some or all of the respondents to discuss aspects of their respective proposals.
- viii. The City may require respondents to submit supplementary documentation clarifying any matters contained in their proposals and seek the respective respondent's acknowledgment of that interpretation. The supplementary documentation accepted by the City and written interpretations which have been acknowledged by the affected respondent shall be considered to form part of the proposals of that respondent. After the time and date set for receipt of proposals, only the supplementary documentation specifically requested by the City for the purpose of clarification shall be considered as part of a proposal.
- ix. The City is not obliged to seek clarification of any aspect of a proposal.

20.0 Finalizing Terms

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the successful respondent will enter into the contract documentation, and does not mean that the successful respondent's proposal is necessarily totally acceptable in the form submitted. After the selection of the successful respondent's proposal, the City has the right to negotiate with the successful respondent and, as part of that process, to negotiate changes, amendments or modifications to the



successful respondent's proposal without offering the other respondents, the right to amend their proposals.

21.0 Evaluation is Final and binding

By responding to this Request for Proposal the respondents agree that the decision of the Evaluation Team is final and binding.

22.0 Publication of Names of Respondents

- i. The City may, at any time, make public the names of all respondents.
- ii. Additional information may be released in accordance with *the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31*, as amended.
- iii. Any proprietary or confidential information contained in the proposal should be clearly identified.

23.0 Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- i. That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- ii. Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Engineer or representative and the City or representative by means of discussions built around mutual understanding and respect;
- iii. Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- iv. Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- v. No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Engineer;
- vi. The award of the arbitrator shall be final and binding upon the parties;
- vii. The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

24.0 Sub-Contractors

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



The Contractor shall not show “Own Forces” in their list of proposed Subcontractors, except where the Bidder’s intent is to employ the Bidder’s own qualified on-staff personnel to perform such work.

The Contractor shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names

One Subcontractor name shall be indicated for each Subcontractor category.

No names, either of Subcontractors or “Own Forces” may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the City

Should the Bidder indicate “N/A” (not applicable), “None”, “Own Forces” or imply by either non completion or omission of this form, that no Sub-Contractor will be used in the execution of this agreement, it is then understood that the City will make no allowance for, nor shall any Sub-Contractors shall be allowed to perform any part of this agreement.

25.0 Insurance

The Contractor shall provide proof of general liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property and including the City as an additional insured and containing a cross liability clause.



Form of Quotation

City of Temiskaming Shores RS-RFP-002-2021

Haileybury Fire Station – Design Build

Each Submission should contain the legal name under which the Proponent carries on business, telephone number and email address, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all documentation, materials and labour as are required to satisfy this Request for Proposal.

Description	Amount
Lump sum price for completion of required work as outlined in RFP (Exclusive of HST)	\$.00

Optional Pricing Items (Exclusive of HST)	
Natural Gas, in-floor heating	\$.00
Asphalt Apron	\$.00
Mid-Span Brick Cladding on Front Wall	\$.00

We/I, _____
(Registered Company Name/Individuals Name)

Of, _____
(Registered Address and Postal Code)

Business:

Phone Number (_____) - _____

Email Address _____



Bidder's Authorized Official:

Title:

Signature:

Date:



**City of Temiskaming Shores
RS-RFP-002-2021**

Haileybury Fire Station – Design Build

NON-COLLUSION AFFIDAVIT

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

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

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

The price or prices quoted 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.

Signed _____

Company Name _____

Title _____



City of Temiskaming Shores
RS-RFP-002-2021
Haileybury Fire Station – Design Build

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at _____ this _____ day of _____, 2021.

FIRM NAME: _____

BIDDER'S AUTHORIZED OFFICIAL: _____

TITLE: _____

SIGNATURE: _____



Appendix 1

Conceptual layout for the Haileybury Fire Station.





Appendix 2

Proposed site for the Haileybury Fire Station.





Appendix 3

Site Geo Technical Report



GEOTECHNICAL INVESTIGATION REPORT

Proposed Haileybury Firehall Building

26 Rorke Drive

Temiskaming Shores, Ontario

Prepared for:

Mr. Mitch Lafreniere
City of Timiskaming Shores
Timiskaming Shores, Ontario

Prepared by:

Shaba Testing Services Ltd.
Kirkland Lake, Ontario

November 2019

Our Project Number:

STS 2019-0179

©

EXECUTIVE SUMMARY

Under the authorization of the City of Temiskaming Shores, Shaba Testing Services Ltd conducted a geotechnical investigation at 26 Rorke Avenue in Haileybury, Ontario. The vacant lot is situated along Hwy 11 B South, between the Haileybury strip mall building and NAPA Auto Parts commercial building. The purpose of the investigation was to assess geotechnical parameters in the areas where the proposed Haileybury Firehall will be located. The building size and foundation types are unknown at the time of this investigation. However, the building will be assumed to be a single story, and by the Code provisions, it will be a post-design design.

The geotechnical investigation took place on November 6, 2019. Three test pits without monitoring wells were advanced to a depth of 3.05 m (10 ft) at the site. This depth is usually adequate for a single storey building such as this one. Static penetrometer and Field Vane Shear tests were undertaken. Soil samples were collected and submitted for laboratory analyses of some or all the following parameters: moisture content, grain-size analysis, hydrometer tests, Atterberg Limits, unconfined compressive shear test, density and chemical analyses.

The stratigraphic profile encountered with increasing depth in the test pits generally consisted of: top soil/organic soil, varve (layered) silty clay and firm silty clay. Bedrock was not encountered at 3.05 m (10 ft) depth in any of the test pits. The firm grey silty clay surface was encountered at depths ranging from 0.20 m to 3 m in all of the test pit locations. Slightly wet conditions were encountered in test pit # 1 and water seepage at a depth of 3.0 m.

Geotechnical design parameters and construction information for foundations and related features are provided herein.

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Appendix A – Site Drawings

Appendix B – Test Pit Log and Explanation Form

Appendix C – Lab Test Summary

Appendix D – Chemical Lab Analysis



SHABA TESTING SERVICES LTD.

Consulting Engineers, Engineering Services, Materials Testing, Quality Control and Inspections

1.0 INTRODUCTION

Under the authorization of the City of Temiskaming Shores (the Client), Shaba Testing Services Ltd conducted a geotechnical investigation at a vacant lot on 26 Rorke Avenue in Haileybury, Ontario. The site is intended to be the location of the proposed Firehall building. The size and type of foundation for this building are unknown at the time of this report. The purpose of the investigation was to assess geotechnical parameters and, based on the data obtained, to provide a test pit location plan, stratigraphic profiles, records of test pits, laboratory test results, and a written description of the subsurface conditions in the area where the proposed Firehall building will be located.

The site location and regional topographic features are shown on attached Drawing No. 1. A site plan showing the borehole locations is presented as Drawing No. 2 in appendix A of this report.

1.1 Description of Subject Property

The vacant lot is located on 26 Rorke Avenue, sandwiched between the Haileybury Mall and NAPA Auto Parts Building. There is a swale at the rear of the lot, before the brush line. The lot is also abounded by Hwy 11 B to the east and the ONR track to the west. The terrain has a gentle slope of 1.52 % towards Hwy 11 B and was replete with grass vegetation cover. See photos #1 and #2 below.



Photo #1- The site from Google Earth. Train Track Hwy 11 B



Photo #2- The site -Looking west - the vacant lot along Hwy 11 B- Haileybury, Ontario.

1.2 Proposed Development

We understand that the development is a proposed Firehall building.

2.0 METHODOLOGY

2.1 General

The investigation was conducted in general compliance with the Canadian Foundation Design Manual and as per the Request for Quotation (RFQ) terms of reference as provided by the Client. Investigation was also carried out as per the drawing showing proposed bore locations as provided by the client. Investigation procedures followed generally accepted geotechnical engineering practices.

2.2 Field Activities

Prior to proceeding with the subsurface investigation, utility locates were called for and completed to ensure that all services to other nearby buildings were uninterrupted. A review of the submitted site drawings of the building footprint was carried to locate the best fit for the test

pit layout. This is presented in our drawing #1. Also, a topographical survey of the site including the approximate locations of the test pits and the slope of the terrain.

The field test took place on November 6, 2019. During the investigation, three (3) test pits, without monitoring wells, were advanced to depths of 3.05 m (10 ft). The excavation was carried out by Pedersen Construction with our crew on site to log the soil parameters. See photos #3 and #4.



Photo #3- Site with excavation in progress

The three test pits, 2.4 m x 6.3 m (8 ft. x 20 ft.) were excavated to a depth of 3.05 m (10 ft.) (the maximum that the excavator arm could go) to expose the soil strata. See photo #3. Soil strata were inspected, samples were collected and transported to our laboratory for further analysis. The test pit was subsequently backfilled at completion of the test.

Consistent with the requirements of Ontario Regulation 903 under the Water Resources Act, all test pits were backfilled prior to departing the site.



Photo #4- Test pit locations. TP 1, TP 2, TP 3

2.3 Laboratory Analyses

All soil samples were analyzed for moisture content. Atterberg Limits analysis was conducted on one soil sample to obtain soil plasticity data, and the tube sample was analyzed for unconfined compressive strength and density. Selected soil samples were sent to Chemical Laboratory for analyses.

Summary of the Test Methods and Procedures are shown in Table 2.1 below.

Table 2.1 - Test Methods and Procedures

Test	ASTM Standard	Number of samples/borehole
Natural Moisture Content	ASTM D-2216	3
Grain Size Analysis	ASTM D-422	0
Hydrometer Analysis	ASTM D-422	2
Atterberg' Limits	ASTM D-4318	3
Direct Shear Strength	ASTM D -2166	7
Consolidation Test	ASTM D-2435/D-2435M-11	0
Laboratory Vane Shear Test	ASTM D-2166	0

The minimum number of laboratory tests was set at 25 percent of the samples collected. Low complexity soil tests were completed at our laboratory.

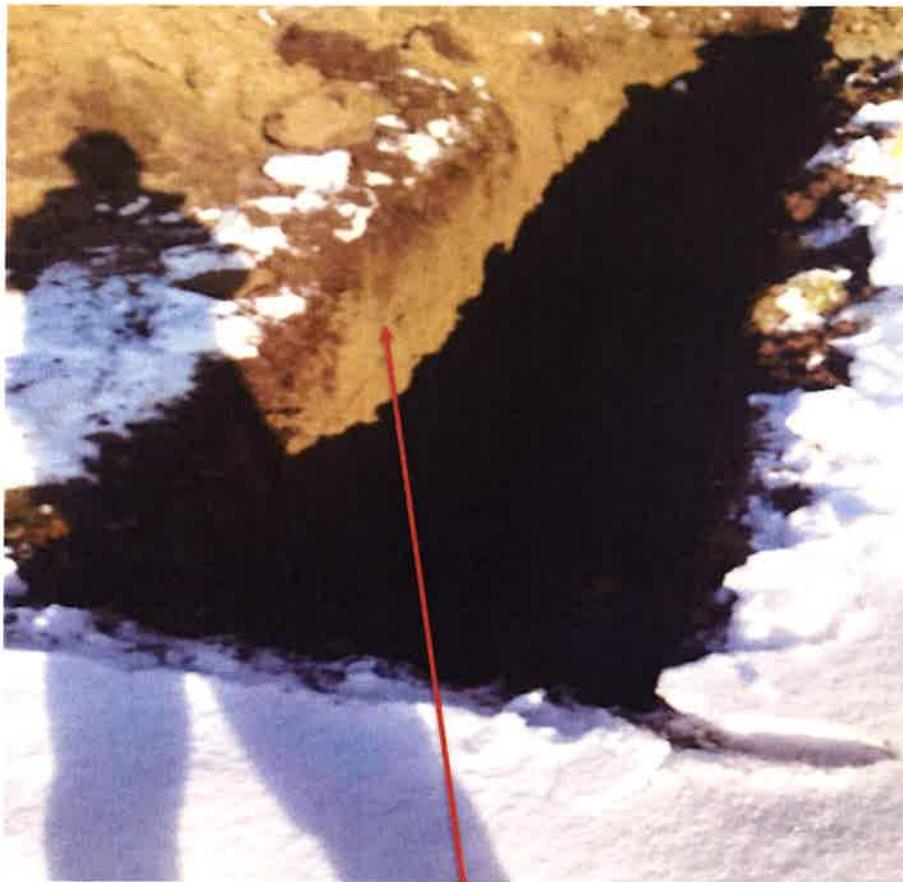


Photo # 5 - Test pit #1- silty clay

3.0 FINDINGS

3.1 Geology

Based on the information provided by the Kirkland Lake's office of the Ministry of Northern Development, Mines and Forestry (MNDF) Ontario Geological Surveys (OGS) Map # 2050 9 Cobalt Silver Area-Timiskaming District, we can confirm the geological formation of the outcrop prominent on this site and the surficial geology as well. The rock formation was from pre-Cambrian sedimentary-Archean Post-Algoma and Archean-Keewatin. Also, from the regional geologic mapping, the Timiskaming area is regarded as the clay belt. Clay of different consistency based on moisture content is common in this area. Varve and blue clay or silty clay are also prominent in this area. Also prominent in some part of New Liskeard, are limestone's deposit. This is found mostly in the Rockley hill area of the town. At this site, 26 Rorke Avenue, Haileybury, Ontario, the soil deposit here will be predominantly wet to stiff clay or silty clay. Bedrock was never encountered at a depth of 3.05 m (10. ft) in any of the test pits.

3.2 Stratigraphy, Groundwater Conditions and Laboratory Test Results

Detailed stratigraphic description, field test results, soil moisture contents, and Atterberg Limits are presented in the borehole logs in Appendix B. The chemical laboratory certificate is in Appendix D

The stratigraphic profile encountered with increasing depth in the boreholes generally consisted of:

A layer of top-soil, compact no-homogeneous fill with boulders and stiff, grayish silty clay. No groundwater was encountered in any of the test pit and boreholes at the completion of drilling and excavation. The lake elevation was measured at 179.09 m. The difference in elevation between the existing grade at this site and the shore-line water saturated sand surface is 3.40 m.



Photo #6 - Varved clay from the site at 2 ft depth

3.2.1 Subsoil Conditions

The organic topsoil/sod was encountered in all the test pits. The range of depth was from 0.30 m to 3.0 m thick. The topsoil thickness may vary between test pit locations, and the limited data is not suitable for estimating topsoil quantities.

The subsurface stratigraphy below the topsoil/sod generally comprised of brown silty clay. The relative density in the range of 1199 Kg/m^3 to 1256 Kg/m^3 . The moisture content is in the range of 39.4 to 43.6 percent. Laboratory vane shear test average result is 221.2 Kpa. The consistency is in the range firm to stiff. The sample of the silty clay submitted for plasticity testing indicated it was sensitive, i.e., readily weakness when disturbed, which may be the reason why the vane and pocket penetrometer test results indicated the soil was stronger.



Photo #7- The Soil Strata below the topsoil – The Fill with light brown coloration.

The test results of the silty clay are summarized below:

Gravel (greater than 4.75 mm size)	0 %
Sand (0.075 mm to 4.75 mm size)	15 % - 20 %
Silt (0.002 mm to 0.075 mm size)	71 % - 76 %
Clay (less than 0.002 mm size)	8 % - 9 %

Undrained shear strength was determined by the Unconfined Direct Shear Tests, which ranged from 31 to 94 kPa for the lab test, indicating the consistency of the silty clay deposit is firm to

stiff at an average depth of 3 m (10 ft.) from the surface. The sensitivity of the silty clay was in the range of 4-7, indicating sensitive clay according to CFEM.

A summary of Atterberg's limits tests for three samples, from the site, at a 3.0 m (10 ft.) depth from the silty clay deposit yield the following index values:

Sample #1 at Test Pit #1 at 3.05 m (10 ft.) depth

Liquid limit (W _L)	38.0 %
Plastic Limit (W _P)	8.3 %
Plasticity Index (I _P)	29.7 %
Moisture Content	43.6 %

From the USCS Classification Chart, the samples may be classified as CL (Lean Silty Clay with Low Plasticity).

The sensitivity of the silty clay is in the range of 9—extra sensitive clay according to Canadian Foundation Engineering (CFEM) Manual 4th Edition - Section 3.1.3.4 pg 18

Wet conditions, and seepage were encountered at testpit #1 at a depth of 3.0 m.

3.3 Chemical Laboratory Analytical Testing

Test-pit samples #1, 2 and 3 were sent to an independent laboratory for analytical testing comprising pH, sulphate, resistivity and chloride determination and are presented in Appendix D of this report. Samples were taken at a depth of 3.0 m. A summary is indicated below in Table 3.3.

The concentration of water-soluble sulphate within the selected soil samples tested do not exceed the limit of 0.1 %, above which CSA A.23 recommends the use of sulphate resistant cement. Hence, the use of sulphate resistant concrete is not required. The resistivity, pH and chloride content indicated should be thoroughly review by experts in those disciplines.

Table 3.3 - Analytical Results for Borehole and test pit samples

Test Pit #	pH	Sulfide	Electrical Conductivity (2:1)	Chloride Content μ g/g	Sulfate μ g/g	Resistivity (2:1)
TP# 01	*	*	*	*	*	*
TP# 02	*	*	*	*	*	*
TP# 03	*	*	*	*	*	*

* At time of Report – Lab tests not yet completed

4.0 DISCUSSION

In general, the subsurface conditions encountered at all test pits consisted of: The topsoil and silty clay deposit of varying moisture content. Soil strata were the same in all the three test-pits. Of all the soil types encountered, only the silt clay will provide a reasonable bearing capacity for the foundation.

5.0 DESIGN AND CONSTRUCTION RECOMMENDATIONS

5.1 General Design Parameters

Soil conditions and recommended parameters for general design are summarized in the following table:

Summarized Soil Conditions				Design Parameters		
Description	Depth (m)	Minimum SPT N-Value	TP'S	Cohesion C_u (Kpa)	Friction Angle, (Degrees)	Density (Kg/m ³)
Granular Fill	< 0.3	8-11	1 and 2	0	28	1900
Compact Fill	> 1.0	8-11	1 and 2	0	31	1950
Silty Clay	>3.0	11 -29	1 and 2	15	0	1750

* The big boulders lodged in the compacted granular fill prevented from reaching the clay for SPT in TP #3. The bit broke off while attempting to reach clay in TP #3. Vane shear test was conducted on the silty clay instead

5.2 Foundations

Soil conditions above the silty clays deposit at 0.20 m depth were organics / topsoil, etc. and are not suitable for the support of foundations or subbase. Since the grade must be significantly raised on this lot, the following construction methodology is recommended for slab on grade construction.

Sub-Base Preparation for slab on grade foundation (if any).

- a. Excavate to the depth of 0.60 (2 ft) m from the surface or until the greyish silty, varved deposit is encountered.
- b. The exposed surface must be homogeneous and inspected by this office.
- c. Proof rolled the surface before placing one layer of geotextile separator (nonwoven, FOS 50 to 100 μ m on top of it to prevent migration of fines.
- d. Backfill with engineering fill, granular B, sub- base at a lift of not more than 0.60 m till the desired grade. The granular B material must conform to OPSS SP110F13.
- e. The granular B material must be compacted to 95 % Standard Proctor Dry Density (SPDD) at a moisture content that can not deviate by 2% from the optimum moisture content (OMC).
- f. The top of the granular B must be capped by 150 mm of granular A compacted to 100 % SPDD.

Conventional spread footings bearing on the native soils may be employed to support the foundation loads at this site. The foundation should be at an elevation of 2.0 m or more from the grade to avoid frost penetration. Based on the test pit data, the ULS and SLS values (Limit States Design) for the various foundation sizes, constructed near the 2.0 m, with soil improvement above the silty clay, are shown in Table 5.1 below.

Table 5.1: Limit States Analysis

Footing	Dimensions (mm)	ULS (Kpa)	SLS (kPa) assumes 25 mm settlement	Founding Depth (m)
Strip footing	500 wide	225	100	2.0
Strip Footing	800 wide	225	80	2.0
Slab on Grade	As required by design loads.	100	75	Above grade

The resistance at the SLS will usually allow for 25 mm of compression of the founding medium. And differential settlement will be expected to be less than 75 % of the SLS value above the ground water table (GWT). This are based on criteria in the Canadian Foundation Engineering Manual (4th Edition). In any event, fluctuation of water table will affect the final settlement.

Or in Working Stress Design (WSD) an allowable bearing capacity of 100 kPa will be recommended for the foundation design. The foundation must bear on top of the in-situ /native silty clay or compacted engineering fill or 300 mm of 19 mm clear stones if water table is encountered. The design bearing capacity will be reduced to 100 ULS and 75 kpa SLS. The Working stress design will be about 50 Kpa.

The recommended Modulus of subgrade reaction will be in the range of 10- 30 Mpa/m, (CFEM Table 7.1). However, k_s , 20 Mpa/m is a reasonable assumption.

Alternatively, k_s can be derived from $E_s / B (1 - \nu^2)$; E_s = static stress-strain modulus, (50 Mpa will be assumed), poison ratio, $\nu = 0.3$, B is the width of the footing.

We can provide a full subgrade design if water table is encountered within the founding elevation. This may include, depending on the consistency of the encountered founding grade, the use of geogrid- usually TBX 1500, geotextile as indicated and 19 mm clear stones entirely wrapped in geotextile or mud slab (lean concrete). But in many cases, 300 mm of 19 mm should be adequate.

5.3 Grade Supported Slabs

Alternatively, grade supported slabs can be used to support the foundation. However, the slab on grade should bear on adequately compacted granular surface as listed above. A 200 to 300 mm layer of 19 mm clear stone should be placed between the prepared subgrade and the floor slab to serve as a moisture barrier. This will also minimized any capillary action from the subgrade.

5.4 Bedrock

Bedrock was not encountered during this site investigation.

5.5 Lateral Earth Pressures

Any foundation and walls must be designed to resist lateral earth pressure. For initial design, the lateral earth pressures P in Kpa at any depth h of a permanent retaining wall is given by the following expression:

$$P = k (Y h + q) + y_w h$$

$$P = \text{lateral earth pressure in Kpa}$$

$$K = \text{coefficient of earth pressure (active or passive) Rankine or Coulomb}$$

- γ = Gamma
 = the unit weight of backfill (kN/m^3) = 20.9 kN/m^3 value may be assumed.
 Or net gamma, γ_{net} , where water table is encountered= $\gamma_{\text{net}} = \gamma - \gamma_w$
- γ_w = unit weight of water (9.81 kN/m^3)
- h = depth to point of interest, m
- q = surcharge load in Kpa acting adjacent to the wall at the ground surface.

Table 5.0 below is the list of various estimated earth pressure.

Soil Type	Angle Of internal Friction, Degrees, Θ	Soil Unit Weight kN/m^3	Earth Pressure Coefficient, k		
			Active k_a	Passive k_p	At rest k_o
Granular A	37	22	0.25	4.0	0.38
Granular B Type I	34	21	0.28	3.7	0.42
Granular B Type II	37	21	0.24	4.2	0.38

5.6 Frost Protection

In Temiskaming Shores area, the freezing index is approximately **1,802 C** degree-days. There is the possibility that up to 2.5 m of frost penetration can occur over the cold winter months in open areas, and 2.0 m for heated structures.

All proposed municipal services, subject to frost penetration and founded on approved soil subgrade, must be supplied with earth cover for frost protection to the anticipated depths of frost penetration noted above.

If sufficient cover (horizontal and vertical) cannot be provided for frost protection, equivalent Expanded Extruded Polystyrene or synthetic insulation (Styrofoam HI-40 or equivalent) may be used in conjunction with available soils cover to provide frost protection. Usually two layer of 50 mm thick SM insulation will suffice. The minimum compressive strength of the insulation should be 275 Kpa and an R-Value of 5 for every 25 mm of thickness. Any exposed insulation should be protected against sunlight and physical damage. For every 25 mm of rigid insulation, its equivalent is 450 mm of soil cover. Note that the insulation for unheated structures should extend below the entire structure.

5.7 Adequate Drainage

It is recommended that adequate subdrain system should be installed throughout the perimeter of the foundation if required. However, drains are not required for the proposed building with no basement. Foundation drains should be a minimum of 100 mm diameter perforated pipe surrounded by a geotextile and embedded in filter sand or 19 mm clear crushed stone. Additionally, the grade adjacent to the buildings/structures must be adequately sloped away, to promote surface drainage away from the building/structures.

5.8 Seismic Design

The lean silty clay soil encountered at this site would be considered as cohesive soils. The average Standard Penetration Resistance of the overburden fill would be between 21 and 73. With respect to seismic design and the 2012 Ontario Building Code (O. Reg. 350/06 under the Building Code Act), Table 4.1.8.4.A, which considers average properties in the upper 30 m, it is recommended that the Site Class 'D' (stiff soil) be considered for design.

6.0 GENERAL CONSTRUCTION INFORMATION

6.1 Excavation Slopes

It is anticipated that excavation for the proposed foundations, underground services, etc. will extend through the fill and into the native silty clay, and clayey silt. The excavation within the overburden may be undertaken with a mechanical shovel.

Excavations may be undertaken as "open-cut", if it complies with the requirement of the current Occupational Health and Safety Act (OSHA). Typically, the fill, compact silt and firm to stiff clayey silt are considered Type 3 soil. The very stiff to hard clayey silt/silt is considered to be Type 2 to Type 1. The weakest material in an excavation site will prevail. Based on the encountered conditions at this site, the lean silty-clay/clayey silt would be Type 3 soil under the *Ontario Occupational Health and Safety Act and Regulations for Construction Projects* (O. Reg. 213/91). Beneath the lean silty clay or approaching the water table, or 3 m depth, the soils would generally be Type 4, i.e. soft or loose, and wet.

6.2 Groundwater, Groundwater Seepage

Groundwater was not observed in any test pits.

Groundwater levels may fluctuate subject to seasonal variations, precipitation, runoff, and for this site, in response to changes in the level of the water level of the lake.

6.3 Hydraulic Conductivity

The estimated hydraulic conductivity, "k", of the clay soils at this site may be estimated as follows in the table #6 below.

Table 6

Material Type	Estimated Hydraulic Conductivity in cm/s
Silty Sand	10^{-4} to 10^{-6}
Silty Clay/Clayed Silt	$< 10^{-6}$
Granular Fill	Variation based on composition

6.4 Excavation Equipment

It is expected that excavations in the overburden can be carried out using regular earthwork equipment.

6.5 Backfill Material

The excavated topsoil and silty clay materials are not considered suitable for re-use as backfill for the building but can be used passed the spring line for the effluent pipe. Thin layer of the gravel and medium to coarse sand fill may be not considered for reuse as fill material.

6.6 Pipe Bedding and Trenching for Pipes (if applicable)

It is understood that the depth of effluent pipe installation would be in order of 2.5 to 3.0 m below the existing grades. The entirety of the trench will be in the moist to saturated, sensitive silty clay soil zone. The silty clay should provide a reasonable structural support for the trench bottom, the bedding, cover and pipe installation. Sheet piles should be considered, at this depth, to shore-up the trench walls during construction. Bedding and pipe installations are to be in accordance with the relevant OPSDs and /or municipal bedding detail specifications and standards in the tender document. In most cases, either Class C or Class B bedding will be adequate. Typically, granular A materials are used for bedding up to the spring-line.

The side slopes of conventional unsupported trench excavations would be dependent on the local soil conditions. In general, it is recommended side slopes be cut back to a minimum 1H:1V from the base of excavation. For deeper excavation, (3.0 m or more) , the use of either sheet piles or trench box should be seriously considered. If seepage zone or saturated silty clay soils are encountered, the flatter side slopes may be required. Alternatively, a steel trench box or a sheet pile could be used to stabilize the slope during construction.

Where super saturated or weaker soils are encountered, the use of sheet pile shoring, as an alternative, may be required to help stabilize the trench. Weaker soils can be modified by using geogrid such as TBX 1500 and/or geotextile such as Terrafix 300 R or equivalent.

For an area or part thereof subjected to rising ground water table, the buoyancy effects must be of interest and design consideration. In this instance, the submerged soil unit weight can be taken as $(20 \text{ kN/m}^3 - 9.81 \text{ kN/m}^3) = 10 \text{ kN/m}^3$. A plan of action or techniques must be in place for the potential for uncontrolled water that would be likely trapped in the service trenches. Such technique could involve the use of impervious collars or bentonite with cement /sand mixture.

The degree of stability of a steeply cut excavated trench wall decreases with time and, therefore, construction should be directed at minimizing the length of time service trenches are left open. Ground water seepage from the sides of the trenches and from the base of excavation is to be expected. Conventional dewatering of excavated trenches using collection sumps and pumps may be necessary for trenches extending below the depth of the ground water table (GWT, or into sensitive saturated silty clay.

It is expected that native soils will be used at this site as backfill for economic reasons. The native soils will likely consist of a mix of silty clay and fill. For the most part, the native soils are marginally suitable for use as trench backfill above the spring-line, if they can be moisture-conditioned to achieve specified levels of compaction during placement. Soil used as trench backfill should be free of organics, and be placed in thin lifts with a nominal thickness of 200 mm. It should be uniformly compacted to a minimum of 95 per cent of the SPMDD. Generally, settlement of 1 to 2 percent of the fill thickness is expected for soils compacted to 95 percent of SPMDD.

6.7 Recommended Design for parking Lots

All deleterious surficial materials (i.e., fill, organic soil, topsoil, trees, disturbed soil, etc.) should be stripped from below the area of influence of the pavement structure down to about 0.6 m (2 ft) or until the silty clay fill is encountered. Once the site is stripped of deleterious materials down to approved subgrade, engineered fill not exceeding lifts of 200 mm and compacted to at least 98 % SPMDD may be required to the design grade elevation. Provided the subgrade is properly prepared and is uniform, we recommend the following pavement structure.

<u>Pavement Structure</u>	<u>Access Routes</u>	<u>Parking Area</u>
HL 4 Surface Course	50 mm (2")	50 mm (2")
HL 4 Lower Binder	40 mm (1-1/2")	
Base Granular A	150 mm (6")	150 mm (6")
Subbase Granular B-1	450 mm (18")	450 mm (18")

7.0 SUMMARY

Three (3) test pits, without monitoring wells, were advanced to depths of 3.05 m. The three test pits have the same soil strata. They are topsoil/organic layer and the brown silty clay fill. Water seepage was encountered at 3.0 m depth in testpit #1. The test pit exposes the entire three soil strata for testing and analysis. Pocket penetrometer testing, along with visual and tactile field testing were undertaken. Soil samples were collected and submitted for laboratory analyses of some or all the following parameters: moisture content, Atterberg Limits, unconfined compressive strength, and density.

And finally, geotechnical design parameters and construction information for foundations, and related features are provided herein.

8.0 CLOSURE

This report has been prepared in accordance with generally accepted geotechnical engineering practices for the exclusive use of the City of Temiskaming Shores or its consultants.

Information collected herein was obtained while conducting an authorized geotechnical investigation at the property designated as 26 Rorke Avenue, Haileybury – Temiskaming Shores. Note that the data were collected at specific locations and subsurface conditions may vary at other locations. In addition, groundwater table seasonal fluctuation may impact the characteristics of the native soil.

The recommendations and comments presented in this report are based on the subsoil conditions encountered during our site visit. The recommendations/comments are intended for the guidance of our client. Although we consider this report to be representative of the subsurface conditions, there may well be a slight differentiation in soil material property that would become obvious during excavation.

Any use and/ or interpretation of the data presented in this report, any decisions made on it by the third party are the responsibility of the third party. Shaba Testing Services responsibilities are limited to the accurate interpretation of the soil conditions prevailing in the locations

investigated and accept no responsibility for the loss of time and damages, if any, suffered by the third party, because of the decisions or actions based on this report.

This report and all portions thereof shall be treated as confidential and shall not be used in any manner or for any purpose or be provided to any third party without the express written consent of The City of Temiskaming Shores or its Consultants.

We trust the above report is adequate. Should you require further information, please do not hesitate to contact us.

Respectfully submitted,

Lad Shaba, B.Sc, M.A (Ed) CET, P. Eng.
SHABA TESTING SERVICES LTD
Email: Shabatesting@shabatesting.com
Office: 705.567.4187

Appendix A: Site Drawings

Appendix B: Test Pit Log and Explanation Form

BOREHOLE LOG EXPLANATION FORM

This explanatory section provides the background to assist in the use of the borehole logs. Each of the headings used on the borehole log is briefly explained.

DEPTH

This column gives the depth of interpreted geologic contacts in metres below ground surface.

STATIGRAPHIC DESCRIPTION

This column gives a description of the soil based on a tactile examination of the samples and/or laboratory test results. Each stratum is described according to the following classification and terminology.

<u>Soil Classification*</u>		<u>Terminology</u>	<u>Proportion</u>
Clay	<0.002 mm		
Silt	0.002 to 0.06 mm	"trace" (e.g. trace sand)	<10%
Sand	0.06 to 2 mm	"some" (e.g. some sand)	10% - 20%
Gravel	2 to 60 mm	adjective (e.g. sandy)	20% - 35%
Cobbles	60 to 200 mm	"and" (e.g. and sand)	35% - 50%
Boulders	>200 mm	noun (e.g. sand)	>50%

*Extension of MIT Classification system unless otherwise noted.

The use of the geologic term "till" implies that both disseminated coarser grained (sand, gravel, cobbles, or boulders) particles and finer grained (silt and clay) particles may occur within the described matrix.

The compactness of cohesionless soils and the consistency of cohesive soils are defined by the following:

<u>COHESIONLESS SOIL</u>		<u>COHESIVE SOIL</u>		
Compactness	Standard Penetration Resistance "N", Blows / 0.3 m	Consistency	Standard Penetration Resistance "N", Blows / 0.3 m	Undrained Shear Strength (cu) (kPa)
Very Loose	0 to 4	Very Soft	0 to 2	0 to 12
Loose	4 to 10	Soft	2 to 4	12 to 25
Compact	10 to 30	Firm	4 to 8	25 to 50
Dense	30 to 50	Stiff	8 to 15	50 to 100
Very Dense	Over 50	Very Stiff	15 to 30	100 to 200
		Hard	Over 30	Over 200

The moisture conditions of cohesionless and cohesive soils are defined as follows:

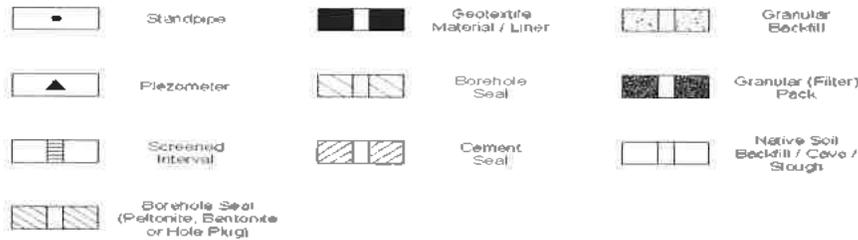
<u>COHESIONLESS SOILS</u>		<u>COHESIVE SOILS</u>	
Dry		DTPL	- Drier Than Plastic Limit
Moist		APL	- About Plastic Limit
Wet		WTPL	- Wetter Than Plastic Limit
Saturated		MWTPL	- Much Wetter Than Plastic Limit

STRATIGRAPHY

Symbols may be used to pictorially identify the interpreted stratigraphy of the soil and rock strata.

MONITOR DETAILS

This column shows the position and designation of standpipe and/or piezometer ground water monitors installed in the borehole. Also the water level may be shown for the date indicated.



When monitors are placed in separate boreholes, these are shown individually in the "Monitor Details" column. Otherwise, monitors are in the same borehole. For further data regarding seals, screens, etc., the reader is referred to the summary of monitor details table.

SAMPLE

These columns describe the sample type and number, the "N" value, the water content, the percentage recovery, and Rock Quality Designation (RQD) of each sample obtained from the borehole where applicable. The information is recorded at the approximate depth at which the sample was obtained. The legend for sample type is explained below.

SS = Split Spoon	GS = Grab Sample
TW = Thin Walled Shelby Tube	CS = Channel Sample
AS = Auger Flight Sample	WS = Wash Sample
CC = Continuous Core	RC = Rock Core
PH = TW Advanced Hydraulically	

$$\% \text{ Recovery} = \frac{\text{Length of Core Recovered Per Run}}{\text{Total Length of Run}} \times 100$$

Where rock drilling was carried out, the term RQD (Rock Quality Designation) is used. The RQD is an indirect measure of the number of fractures and soundness of the rock mass. It is obtained from the rock cores by summing the length of core recovered, counting only those pieces of sound core than are 100 mm or more in length. The RQD value is expressed as a percentage and is the ratio of the summed core lengths to the total length of core run. The classification based on the RQD value is given below.

<u>RQD Classification</u>	<u>RQD (%)</u>
Very poor quality	<25
Poor quality	25 - 50
Fair quality	50 - 75
Good quality	75 - 90
Excellent quality	90 - 100

TEST DATA

The central section of the log provides graphs which are used to plot selected field and laboratory test results at the depth at which they were carried out. The plotting scales are shown at the head of the column.

Dynamic Penetration Resistance – The number of blows required to advance a 51 mm diameter, 60° steel cone fitted to the end of 45 mm OD drill rods, 0.3 m into the subsoil. The cone is driven with a 63.5 kg hammer over a fall of 750 mm.

Standard Penetration Resistance – Standard Penetration Test (SPT) “N” Value – The number of blows required to advance a 51 mm diameter standard split-spoon sampler 300 mm into the subsoil, driven by means of a 63.6 kg hammer falling freely a distance of 750 mm. In cases where the split spoon does not penetrate 300 mm, the number of blows over a distance of actual penetration in millimetres is shown as $\frac{x\text{Blows}}{\text{mm}}$

Water Content – The ratio of the mass of water to the mass of oven-dry solids in the soil expressed as a percentage.

W_p - Plastic Limit of a fine-grained soil expressed as a percentage as determined from the Atterberg Limit Test.

W_L - Liquid Limit of fine-grained soil expressed as a percentage as determined from the Atterberg Limit Test.

REMARKS

The last column describes pertinent drilling details, field observations, and/or provides an indication of other filed or laboratory tests that were performed.

Appendix C: Lab Test Summary

Appendix D: Chemical Laboratory Analysis

Waiting for Lab Analysis to be completed.

Samples Received by Lab on November 13, 2019

Appendix E: Photo Gallery



The site with low vegetation cover



Testpit #2- Soil strata the same as others.



Silty Clay sample – Test #3



Swale at the rear of the lot.

RFP: RS-RFP-002-2021

Addendum No.: 01 – Clarifications to RFP Documents

Date Issued: March 18, 2021

All proponents shall acknowledge receipt and acceptance of this Addendum No. 01 by signing within the space provided and submitting the signed Addendum with the final submission. Submissions without this addendum may be considered incomplete.

Clarifications:

1. Proposal Validity Timeline

The City of Temiskaming Shores, recognizing the volatility of the building material market, will accept submissions with a 30-day pricing guarantee. As such, the following wording within section “4.0 Submission”:

- The proposals shall be valid for 60 (sixty) days from submission date.

Shall be replaced with the following:

- *The proposals shall be valid for 30 (thirty) days from submission date.*

2. Sub-Contractors (wording within Section 24.0)

Understanding that changes to sub-contractors may be necessary between proposal submission and construction, the City of Temiskaming Shores is replacing section “24.0 Sub-Contractors” with the following wording:

24.0 Sub-Contractors

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

The Contractor shall not show “Own Forces” in their list of proposed Subcontractors, except where the Bidder’s intent is to employ the Bidder’s own qualified on-staff personnel to perform such work.

3. Bid Deposit

Section 26.0 shall be added to RS-RFP-002-2021 with the following wording:

26.0 Bid Deposit

Each Bidder shall include a Bid Deposit in the form of a Bid Bond, Certified Cheque, Money Order or Line of Credit made payable to the City of Temiskaming Shores and drawn on a Canadian Chartered Bank, Trust Company or Credit Union in the amount of: Ten Percent (10%) Of Total Bid Excluding Taxes

- i. Bidders shall scan a copy of the Paper bid bond, certified cheque, money order or letter of credit (pdf format), and provide with the bid submission, in accordance with Section 4.0. If an alternative bid bond is used, Bidders should request either an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the City. The Bid Deposit must be irrevocable and open for Bid acceptance for at least thirty (30) days from the date of Bid closing.*
- ii. Upon request by the City, the Successful Proponent shall provide the original paper bid bond, certified cheque, money order or letter of credit. The bid deposit shall be forfeited should the Successful Bidder fail to return to the Corporation, within fourteen (14) calendar days of receipt of the acceptance of the award, the General Liability Insurance, and, WSIB certificate of clearance.*
- iii. The City does not pay interest on bid deposits.*

4. Building Permit

Q - We suggest to shorten the overall project timeline, that the municipality confirm that on acceptance of a preliminary floor plan layout and preliminary site plan layout, a "Foundation Permit" will be issued well ahead of the full construction building permit, thus "Fast Tracking" the build so we can start the foundation as soon as possible. That will help avoid the risk of winter heat and hoarding costs, and again reduce the overall cost of the project.

A - The City of Temiskaming Shores will not be issuing "Foundation Permit" ahead of issuing the full construction building permit for this project.

Section 27.0 shall be added with the following wording:

Section 27.0 Building Permit

The successful bidder will be required to complete a modified building permit process with the City. The application fee and security deposits normally

associated with the building permit will be waived for this project, but the successful bidder will be responsible to complete all other aspects and requirements of the permit and its process.

5. Site Plan Control

Section 28.0 shall be added to RS-RFP-002-2021 with the following wording:

28.0 Site Plan Control Agreement

The successful bidder will be required to complete a modified site plan control process with the City. The submission and approval of site plans and drawings, as set out in the Planning Act, the City's Site Plan Control By-law, and the City's Site Plan Control application form will be required. The application fee and security deposits normally associated with Site Plan Control will be waived for this project, but the successful bidder will be responsible for the provision of all plans and any revisions that may be necessary. A survey of the property, completed at the City's expense, will be provided to the successful proponent. Appendix 4 provides the lot sizing, approximate elevation and site grading for use in proposal submission.

6. RFP Submission Deadline

To allow for ample time for bidders to submit proposals, the City will be extending the deadline for submission from **2:00 pm local time on Thursday April 8, 2021** to **2:00 pm local time on Thursday April 15, 2021**.

Wording within section "4.0 Submission" shall be updated to reflect this change.

Section "9.0 RFP Schedule" shall be replaced with the following:

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

- Release of RFP: February 17, 2021*
- RFP Proposal Submission deadline: April 15, 2021*
- Final Selection and Notification (Estimated): May 5, 2021*

7. Appendix 4

A layout of the proposed lot with approximate elevation, grading and sizing shall be added to RS-RFP-002-2021 as Appendix 4 and included at the end of this addendum.

End of Addendum 01

Declaration: We hereby acknowledge receipt of the above referenced Addendum and it shall be incorporated into our Request for Proposal submission.
Company:
Signature of Authorized Representative:
Name/Title [print]:

Appendix 4

Lot 25 6130.5m²

Approximate Elevation: 237m

Approximate Grade Change for Entire Property (excluding ditch's): 1m

Bottom of Ditch Elev. 236m



RFP: RS-RFP-002-2021

Addendum No.: 02 - Questions Regarding RFP

Date Issued: March 29, 2021

All proponents shall acknowledge receipt and acceptance of this Addendum No. 02 by signing within the space provided and submitting the signed Addendum with the final submission. Submissions without this addendum may be considered incomplete.

Clarifications:

1. Question -

With reference to the proposed floor plan shown in Appendix 1 of the RFP, can you elaborate on what the white rectangle in front of the rear overhead door entrance represents? In addition, can you identify all other furniture and fixtures that are shown on the plan, for example the items shown along the rear wall of the apparatus room.

Answer - The white triangle in-front of the rear overhead door is the current forestry unit used by the Temiskaming Shores Fire Department. The two rectangle fixtures on the rear wall are proposed shelving units and the square fixture on the rear wall next to the overhead door is a proposed hose reel.

A high-resolution layout has been added on page 3 of this addendum which provides greater clarity for those using it as a guide for their proposals.

2. Question -

Other than what is currently shown on the proposed floor plan provided in Appendix 1, can you provide a list of other equipment and/or other vehicles that is anticipated to be stored within the main apparatus room, complete with dimensions?

Answer - There are four (4) vehicles which will be stored within the main apparatus room (dimensions provided in feet and inches):

- Truck 1 Pumper - Length 28', Width 8' 10", Height 9' 2"
- Truck 2 Pumper/Tanker - Length 33' 11", Width 10' 2", Height 10' 4"
- Truck 3 Rescue - Length 31' 4", Width 9' 8", Height 10' 5"
- Forestry Trailer - Length 14', Width 6' 8", Height 5' 6"

There are no other noteworthy pieces of equipment to be stored in the main apparatus room.

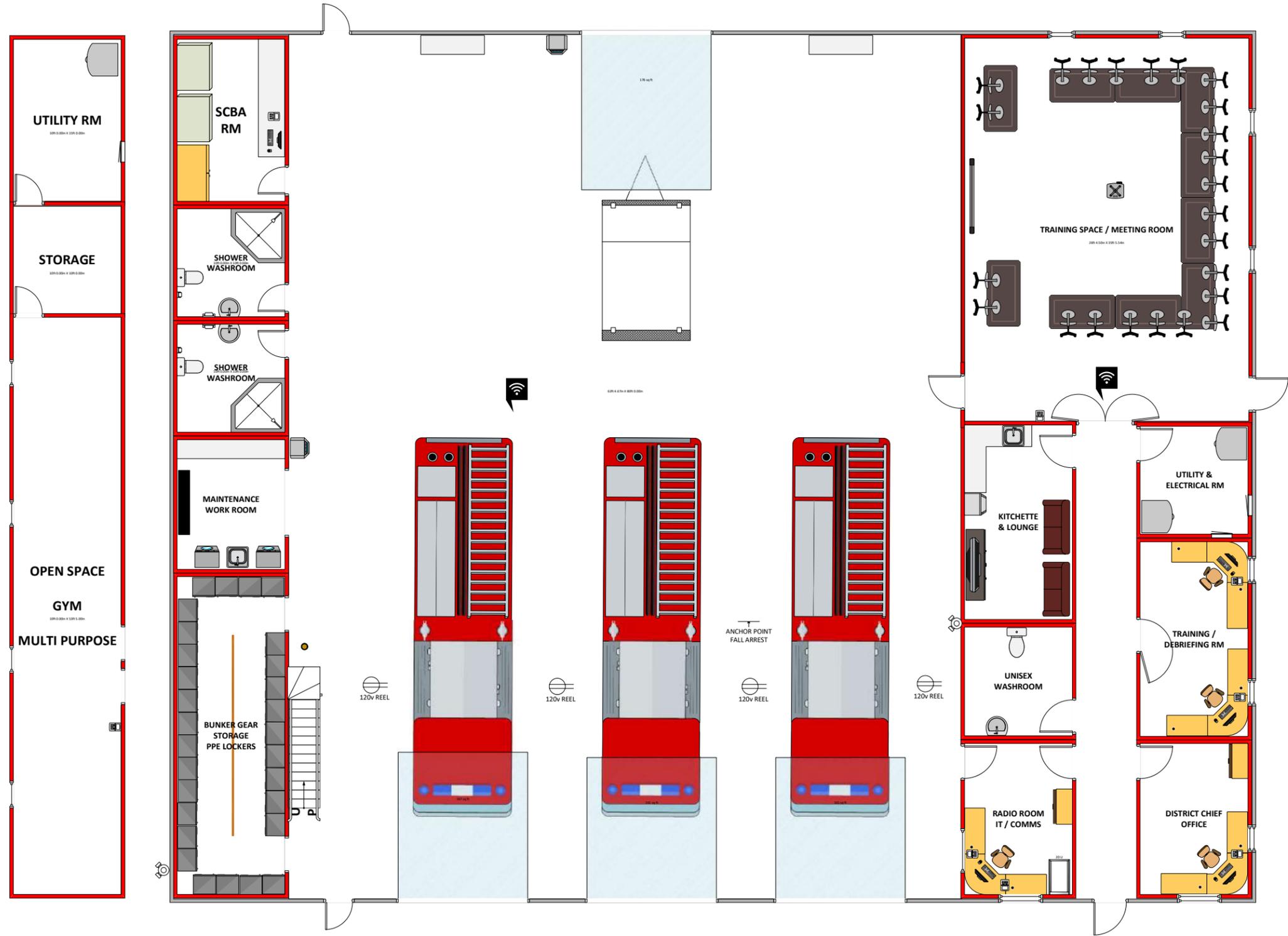
3. Question -

Will the Town provide the successful proponent with a legal survey of the property showing the property line?

Answer - Yes, the City of Temiskaming Shores will provide the successful proponent with a legal survey of the property showing the property line.

4. Storm Water Management

The City of Temiskaming Shores has received various questions regarding the storm water management plan requirements. The successful proponent will be required to provide a proper plan which takes into account the size of the building being proposed. The property is bisected by a north-south ditch of approximately 1 metre in depth which flows from north to south. Near the southern edge of the property line the ditch turns to flow west to east along the southern edge of the property line. At Rorke Ave. the water enters a 300mm ditch inlet which runs for approximately 3 metres to a catch basin with a 500mm outlet.



End of Addendum 02

Declaration: We hereby acknowledge receipt of the above referenced Addendum and it shall be incorporated into our Request for Proposal submission.

Company:

Signature of Authorized Representative:

Name/Title [print]:

The Corporation of the City of Temiskaming Shores

By-law No. 2021-081

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 4, 2021

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 4, 2021**, 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 4th day of May, 2021.

Mayor

Clerk