

CITY OF ELLIOT LAKE



CITY COUNCIL - REGULAR MEETING  
AGENDA

Monday, August 12, 2019

7:00 pm

COUNCIL CHAMBERS

Pages

1. CALL TO ORDER
2. ROLL CALL
3. DECLARATIONS OF CONFLICT OF INTEREST
4. ADOPTION OF PREVIOUS MINUTES
  - 4.1 July 8, 2019 - Regular. 4
  - 4.2 July 29, 2019 - Special. 10
  - 4.3 Reading of resolutions passed following the closed session of the July 29th, 2019 council meeting,
5. PUBLIC PRESENTATIONS
6. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS
  - 6.1 August 12, 2019. Memo from the Economic Development Coordinator  
re: potential disposition of land on Esten Drive North  
  
As this matter deals with the potential disposition of land owned by the municipality it may be discussed in closed session under Section 239.(2)(c) of the Municipal Act
  - 6.2 August 12, 2019. Memo from the Economic Development Coordinator  
re: request to lease space at the Elliot Lake Airport  
  
As this matter deals with a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board, it may be discussed in Closed Session under Section 239.(2)(k)



**6.3 August 12, 2019. Memo from the Economic Development Coordinator**

re: additional request to lease space at the Elliot Lake Airport

As this matter deals with a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board, it may be discussed in Closed Session under Section 239.(2)(k)

**6.4 July 22, 2019. Report from the Director of Public Services**

18

re: Stanrock &amp; Dunlop Shores Road Granular "M" Application and Compaction

**6.5 July 31, 2019. Report from the Director of Public Services**

21

re: Arena Roof Sealant

**6.6 August 6, 2019. Report from the Director of Public Services**

29

re: Purchase of two (2) Light Duty Trucks

**6.7 August 1, 2019. Report from the Director of Public Services**

32

re: Purchase of One (1) Heavy Duty Service Truck

**6.8 August 6, 2019. Report from the Director of Public Works**

35

re: Addition of Lifeline on City Facilities

**7. PRESENTATION OF COMMITTEE REPORTS****8. UNFINISHED BUSINESS****8.1 Report from the Economic Development Coordinator**

38

re: Mississagi Park Commission Incorporation and Corporate Bylaws

**9. PETITIONS****10. CORRESPONDENCE****10.1 August 8, 2019. Report of the Integrity Commissioner**

47

re: Conflict of Interest Complaint - Councillor Cyr

**11. NOTICES OF MOTION****12. PUBLIC QUESTION PERIOD****13. INTRODUCTION AND CONSIDERATION OF BY-LAWS****13.1 By-Law No. 19-38**

55

Being a by-law to authorize the entering into of an agreement for the supply of a new utility tractor



**13.2 By-Law 19-40**

59

Being a by-law to authorize the entering into of an agreement for the provision of supplies and services with respect to application and compaction of granular "M" on Stanrock Road and the Dunlop Shores Road

**14. COUNCIL REPORTS AND ANNOUNCEMENTS****15. ADDENDUM****16. CLOSED SESSION (if applicable)****17. ADJOURNMENT**



**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

**Minutes of a regular meeting of the Council of The Corporation of The City of Elliot Lake**

Monday, July 8, 2019  
7:00 PM  
COUNCIL CHAMBERS

Present                    D. Marchisella, Mayor  
                              N. Mann, Councillor  
                              S. Finamore, Councillor  
                              C. Patrie, Councillor  
                              T. Turner, Councillor  
                              D. Gagnon, Chief Administrative Officer  
                              D. Halloch, Director of Public Works  
                              J. Thomas, Director of Protective Services  
                              T. Dunlop, Director of Recreation and Culture  
                              A. Vlahovich, Economic Development Coordinator  
                              N. Bray, City Clerk

Regrets                    L. Cyr, Councillor

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DECLARATIONS OF CONFLICT OF INTEREST**
- 4. ADOPTION OF PREVIOUS MINUTES**

**4.1 June 24, 2019- Regular.**

**Res. 248/19**

Moved By: N. Mann

Seconded By: S. Finamore

That the following minutes be adopted:

June 24, 2019- Regular.

June 28, 2019 - Special

**Carried**



**5. PUBLIC PRESENTATIONS**

**6. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS**

**6.1 July 4, 2019. Report from the Director of Public Works**

re: Tandem Plow/Sanding Truck Purchase

**Res. 249/19**

Moved By: N. Mann

Seconded By: T. Turner

That Staff Report for the purchase of (1) Tandem Plow/Sanding Truck, dated July 3, 2019 of the Director of Public Works be received;

And that contract OPS2019-01 for supply of one (1) Freightliner Tandem Plow/Sanding Truck in the amount of \$244,868.<sup>00</sup> plus applicable taxes be awarded to TMS Truck Center.

**Carried**

**6.2 July 5, 2019. Memo from the Director of Public Works**

re: Gas Tax

**Res. 250/19**

Moved By: E. Pearce

Seconded By: N. Mann

**Whereas** the Government of Ontario unilaterally cancelled a planned two cent incremental increase to gas tax transfers to municipalities;

**AND WHEREAS** transit systems will not be able to meet the needs of Ontarian commuters if they do not have operational funding to provide convenient, affordable and reliable services;

**AND WHEREAS** the dedicated Gas Tax for Public Transportation Program has, since its inception in 2004, become an irreplaceable source of capital and operational funding that Ontario transit systems of all sizes count on to serve their communities;

**AND WHEREAS** transit systems have, since the program became permanent in 2014, experienced year-over-year ridership increases as a result of service level improvements;

**AND WHEREAS** the City of Elliot Lake Conventional and Specialty Transit systems provide a vital transportation service for the residents of our municipality that rely on it.



**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the City of Elliot Lake request that the Government of Ontario continue to support transit systems across the province, recognizing the economic, environmental, and social benefits of public transit investments.

**AND THAT** Council request that the Government of Ontario make evidence-based decisions when considering the effectiveness of current gas tax transfers to municipalities in growing transit ridership across Ontario.

**AND THAT** Council request that the Government of Ontario preserve and continue existing gas tax transfers to municipalities as a dedicated source of funding for public transit.

**Carried**

### **6.3 July 4, 2019. Report from the Director of Public Works**

re: Utility Tractor Purchase

**Res. 251/19**

Moved By: S. Finamore

Seconded By: T. Turner

That Staff Report for the purchase of (1) Utility Tractor, dated July 3, 2019 of the Director of Public Works be received;

And that contract OPS2019-02 for supply of one (1) 62 HP Kubota Utility Tractor in the amount of \$59,203.<sup>62</sup> plus applicable taxes be awarded to Tracks + Wheels Equipment Brokers Inc.

**Carried**

### **6.4 July 8, 2019. Report from the Director of Recreation and Culture**

re: Summer Report

**Res. 252/19**

Moved By: N. Mann

Seconded By: S. Finamore

That the Report of the Director of Recreation and Culture be received

**Carried**



**6.5 July 4, 2019. Report from the Chief Administrative Officer**

re: Award Contract for Professional Recruitment Firm

**Res. 253/19**

Moved By: T. Turner

Seconded By: E. Pearce

That the CAO's report re. awarding a contract for professional recruitment services be received

and that a contract be awarded to the firm of Feldman Daxon Partners Inc. at an upset cost of \$29,380.

**Carried**

**7. PRESENTATION OF COMMITTEE REPORTS**

**7.1 July 3, 2019. Recommendation from the Emergency Management Program Committee**

re: Emergency Response Plan

**Res. 254/19**

Moved By: S. Finamore

Seconded By: C. Patrie

That Council approve the Emergency Response Plan, as amended;

And that the appropriate By-law be prepared.

**Carried**

**8. UNFINISHED BUSINESS**

**8.1 May 27, 2019 Memo from the Chief Administrative Officer**

re: Potential Acquisition of Land

As this matter deals with potential acquisition of property by the municipality, it may be discussed in closed session as per section 239(2)(c) of the Municipal Act

**Res. 255/19**

Moved By: E. Pearce

Seconded By: N. Mann

That this matter be discussed in closed session

**Carried**



9. PETITIONS
10. CORRESPONDENCE
11. NOTICES OF MOTION
12. PUBLIC QUESTION PERIOD
13. INTRODUCTION AND CONSIDERATION OF BY-LAWS

**13.1 By-Law 19-29**

Being a by-law to adopt an Emergency Management Program for the City of Elliot Lake and to repeal By-law No. 05-15

**Res. 256/19**

Moved By: N. Mann

Seconded By: C. Patrie

That By-law 19-29 be passed

**Carried**

**13.2 By-Law 19-30**

Being a bylaw to authorize the entering into of an agreement with North Shore Ford for the supply of one light duty service truck for the Bylaw Department

**Res. 257/19**

Moved By: N. Mann

Seconded By: S. Finamore

That By-law 19-30 be passed

**Carried**

**13.3 By-Law 19-31**

Being a by-law to authorize the entering into an agreement for the supply of one light duty service truck for the Fire Department

**Res. 258/19**

Moved By: T. Turner

Seconded By: E. Pearce

That By-law 19-31 be passed

**Carried**



**14. COUNCIL REPORTS AND ANNOUNCEMENTS**

**15. ADDENDUM**

**16. CLOSED SESSION (if applicable)**

**Res. 259/19**

Moved By: T. Turner

Seconded By: E. Pearce

That we go into closed session at the hour of 8:05 PM

**Carried**

**Res. 260/19**

Moved By: N. Mann

Seconded By: T. Turner

That we come out of closed session at the hour of 8:29 PM

**Carried**

**17. ADJOURNMENT**

**Res. 261/19**

Moved By: C. Patrie

Seconded By: S. Finamore

That this meeting adjourn at the hour of 8:30 PM

**Carried**

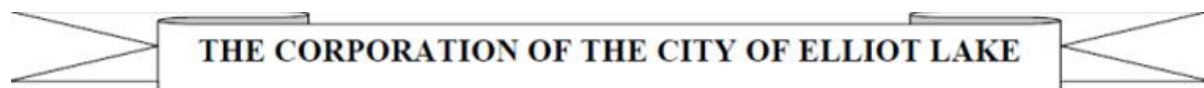
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Mayor

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City Clerk





## Minutes of a special meeting of the Council of The Corporation of The City of Elliot Lake

Monday, July 29, 2019, 5:30 PM  
Council Chambers

Present                    D. Marchisella, Mayor  
                                L. Cyr, Councillor  
                                E. Pearce, Councillor  
                                N. Mann, Councillor  
                                C. Patrie, Councillor  
                                T. Turner, Councillor  
                                D. Gagnon, Chief Administrative Officer  
                                D. Halloch, Director of Public Works  
                                A. Vlahovich, Economic Development Coordinator  
                                N. Bray, City Clerk  
                                S. Finamore

Regrets:

### 1. CALL TO ORDER

### 2. ROLL CALL

### 3. DECLARATIONS OF CONFLICT OF INTEREST

### 4. PUBLIC PRESENTATIONS

#### 4.1 Centennial Arena Repairs

re: project update

Presenter: Alvin E. Olar, M.A. Sc., P.Eng, Structural Lead

### 5. REPORTS

#### 5.1 July 26, 2019. Report from the Chief Administrative Officer

re: TV Bingo

#### Res. 262/19

Moved By: T. Turner

Seconded By: N. Mann

That the CAO's report re: supporting the establishment of TV Bingo be received and that



the City of Elliot Lake contribute an upset limit of \$8,000 towards the one-time start-up costs to house TV Bingo in the ELNOS building, 31 Nova Scotia Walk and that

the required funds be taken from two areas: \$3,500 from the community grant policy operating budget and \$4,500 from the working funds reserve.

At the request of Mayor Marchisella the following roll call vote was recorded:

In Favour

N. Mann

L. Cyr

T. Turner

E. Pearce

D. Marchisella

Opposed

C. Patrie

**Carried**

**5.2 July 26, 2019. Report from the Economic Development Coordinator**

re: Agreement of Purchase and Sale - Sonnenburg Holdings Ltd. - Hwy 108

**Res. 263/19**

Moved By: C. Patrie

Seconded By: N. Mann

That this matter be deferred to after Item 11 - Closed Session

**Carried**

**5.3 July 26, 2019. Memo from the Economic Development Coordinator**

re: Access Agreement with Sonnenburg Holdings Ltd. - Hwy 108

**Res. 264/19**

Moved By: N. Mann

Seconded By: C. Patrie

That the memo dated July 26, 2019 from the Economic Development Coordinator be received;

And that the City enter into an Access Agreement for the 7.75 acres with Sonnenburg Holdings Ltd. for the development of a new RONA retail store.

**Carried**



**5.4 July 26, 2019. Memo from Economic Development Coordinator**

re: Site Plan Control Agreements - Sonnenburg Holdings Ltd. - Hwy. 108

As this matter deals with a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board it may be discussed in closed session as per Section 239.(2)(k) of the Municipal Act

**Res. 265/19**

Moved By: C. Patrie

Seconded By: E. Pearce

That this matter be discussed in closed session

**Carried**

**5.5 July 26, 2019. Memo from the Chief Administrative Officer**

re: Potential Litigation

As this matter deals with litigation or potential litigation affecting the municipality it may be discussed in closed session under Section 239.(2)(e) of the Municipal Act

**Res. 266/19**

Moved By: N. Mann

Seconded By: L. Cyr

That this matter be discussed in closed session

**Carried**

**5.6 July 16, 2019. Report from City Clerk**

re: Purchase Proposal - residential lot on Gauthier Place

As this matter deals with the potential disposition of property owned by the municipality it may be discussed in closed session under 239(2)(c) of the Municipal Act

**Res. 267/19**

Moved By: L. Cyr

Seconded By: C. Patrie

That this matter be discussed in closed session



**Carried**

**5.7 July 12, 2019. Request from the Lumberjack Days Committee**

re: Recognize as Municipally Significant Event and Support application for Liquor Licence

**Res. 268/19**

Moved By: N. Mann

Seconded By: L. Cyr

That the Council of the City of Elliot Lake confirm that the Lumberjack Days Contest to be held on Sunday August 4, 2019 at the Mississagi Park is considered a Municipally significant event and supports the application for a liquor licence, as requested by the Lumberjack Days Committee.

**Carried**

**6. UNFINISHED BUSINESS**

**7. NOTICES OF MOTION**

**8. PUBLIC QUESTION PERIOD**

Mike Thomas

Question: With respect to the work being done at the arena - can council look at providing the public with information regarding the safety of the building?

Answer: Yes we can.

**9. BY-LAWS**

**9.1 By-Law 19-32**

Being a by-law to enter into an agreement with The Daisy Group for Consulting Services

**Res. 269/19**

Moved By: L. Cyr

Seconded By: T. Turner

That By-Law No. 19-32 be passed

**Carried**



## 9.2 By-Law 19-33

Being a by-law to enter into an agreement with Timber Restoration Services for the Centennial Arena Restoration

### **Res. 270/19**

Moved By: N. Mann

Seconded By: L. Cyr

That By-Law No. 19-33 be passed

At the request of Councillor Patrie the following roll call vote was recorded

#### In Favour

T. Turner

E. Pearce

N. Mann

L. Cyr

D. Marchisella

#### Opposed

C. Patrie

**Carried**

## 9.3 By-law No. 19-34

Being a by-law to authorize the execution of the Agreement of Purchase and Sale between the City of Elliot Lake and Sonnenburg Holdings Ltd.

### **Res. 271/19**

Moved By: C. Patrie

Seconded By: N. Mann

That By-Law No. 19-34 be deferred to after closed session

**Carried**

## 9.4 By-Law No 19-35

Being a by-law to authorize the execution of an agreement with the Ministry of Transportation for funding under the Community Transportation Grant Program

### **Res. 272/19**

Moved By: L. Cyr

Seconded By: E. Pearce

That By-Law No. 19-35 be passed



**Carried / Tabled / Defeated**

**9.5 By-Law 19-36**

Being a by-law to authorize an agreement with respect to the supply of a new Front End Loader

**Res. 273/19**

Moved By: N. Mann

Seconded By: L. Cyr

That By-Law No. 19-36 be passed

**Carried**

**9.6 By-Law 19-37**

Being a by-law to authorize and agreement with respect to the supply of a tandem truck

**Res. 274/19**

Moved By: L. Cyr

Seconded By: E. Pearce

That By-Law No. 19-37 be passed

**Carried**

**9.7 By-Law 19-39**

Being a by-law to authorize the execution of an access agreement between the City of Elliot and Sonnenburg Holdings Ltd.

**Res. 275/19**

Moved By: C. Patrie

Seconded By: L. Cyr

that By-Law No. 19-39 be passed

**Carried**



**10. ADDENDUM**

**11. CLOSED SESSION BUSINESS**

**Res. 276/19**

Moved By: N. Mann

Seconded By: C. Patrie

That we go into closed session at the hour of 6:25 PM

**Carried**

**Res. 277/19**

Moved By: N. Mann

Seconded By: L. Cyr

That we come out of closed session at the hour of 7:15 PM

**Carried**

**Res. 278/19**

Moved by: E. Pearce

Seconded by: C. Patrie

That the memo from the Economic Development Coordinator be received;

And that Council approve the agreement of purchase and sale with Sonnenburg Holdings Ltd. for the additional 2.75-acre parcel of municipal land on Hwy 108

**Carried**

**Res. 279/19**

Moved by:

Seconded by:

That Part 6 on Plan 1R-11690, being part of Block 77 on Plan 1M-439 be sold for the purpose of construction of one dwelling with a minimum ground floor square footage of 1,200 sq ft;

And That the purchase price of \$10,000.00 be accepted;

And That staff be directed to prepare the agreement of purchase and sale.

**Carried**



**Res. 280/19**

Moved by: C. Patrie

Seconded by: L. Cyr

That By-Law No. 19-34 be passed.

**Carried**

**12. ADJOURNMENT**

**Res. 281/19**

Moved By: L. Cyr

Seconded By: T. Turner

That this meeting adjourn at the hour of 7:17 PM.

**Carried**

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Mayor

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City Clerk





The Corporation of the City of Elliot Lake

**Staff Report OPS2019-06**

Report of the **Director of Public Works**  
for the Consideration of Council

**RE: STANROCK & DUNLOP SHORES ROAD GRANULAR “M” APPLICATION AND  
COMPACTION**

**OBJECTIVE**

To provide Mayor and Council with information regarding the application and compaction of granular “M” material on 13.9 kilometers of gravel road in Elliot lake;

**RECOMMENDATION**

**THAT** Staff Report OPS2019-06 dated July 22<sup>nd</sup>, 2019 of the Director of Public Works be received;

**AND THAT** contract OPS2019-06 for application and compaction of Granular “M” material in the amount of \$362,000.<sup>00</sup> plus applicable taxes be awarded to Wendell Farquhar Trucking Limited.

Respectfully Submitted

Approved

Daryl Halloch  
Director of Public Works

Daniel Gagnon  
Chief Administrative Officer

July 22<sup>nd</sup>, 2019



## BACKGROUND

The City maintains just 40 kilometers of gravel roads which are classified as Local Rural Undivided. The Municipality has taken a number of steps, including the application of granular media, to ensure that these roads meet the operational needs of the users, both seasonal and year round residential.

Rain, snow plowing, frequent heavy truck traffic and speeding drivers all contribute to a steady deterioration of gravel roads. Over the years the deterioration of these roads has increased with traffic and if left untreated, could result in the erosion of the road's underlying structure and durability. This is why it is important to periodically replace the top surface lost with a new properly compacted material.

Approximately 10 kilometers of the total 15 kilometers of Dunlop Shores Road surface was covered between the years of 2013 and 2014, resulting in a total cost \$580,040.<sup>00</sup>

Tender OPS2019-06 was released on Friday, June 21<sup>st</sup>, 2019 and called for pricing to apply 75 mm of compacted granular "M" material on 9.4 km's of Stanrock Road starting at Hwy 108 and ending at the entrance of Popeye road and another 4.5 km's of the remaining Dunlop Shores road starting at Hwy 108 and ending at the garbage and recycling bin area, that has not been completed to date.

Two firms submitted bids to complete the work.

## ANALYSIS

Two Bids were received for the work. The pricing of the submissions before taxes were as follows:

1. Wendell Farquhar Trucking Limited - \$362,000.00 for Type 2 granular "M" material
2. Wendell Farquhar Trucking Limited - \$315,000.00 for granular "A" material
3. KJ Beamish Construction Company - \$380,000.00 for Type 2 granular "M" material
4. KJ Beamish Construction Company - \$350,000.00 for granular "A" material

The type 2 granular "M" material is a far more superior material when it comes to compaction. The material comes from a quarry opposed to a pit and is 100% fractured with no rounded edges, therefore resulting in better compaction and drainage and less time involved when maintaining the road in the summer months.

There were no bid irregularities or deviations from the procurement policy noted during the evaluation of the tender packages.

## FINANCIAL IMPACT

The addition of top coat material on both Stanrock and Dunlop Shores road amounting to a total distance of 13.9 km's or 8,618m<sup>3</sup> of granular material was addressed and approved in the 2019 budget at a price of \$407,040. If approved, the bid of \$362,000 plus HST for type 2 granular "M" material by Wendell Farquhar Trucking Limited, would fall under budget by \$45,040.<sup>00</sup>

This addresses the lack of top coat material in the remaining areas which will assist in maintenance of the road and improve drivability while staying within the 2019 budgeted amount.

## LINKS TO STRATEGIC PLAN



This project is consistent with Goal 9 of the strategic plan which is “To maximize opportunities for intra-municipal mobility through continued maintenance and further improvement and development of municipal infrastructure”.

## **SUMMARY**

It is recommended that council approve the bid by Wendell Farquhar Trucking Limited at a cost of \$362,000.<sup>00</sup> plus applicable taxes to complete the work outlined above.





## STAFF REPORT

### REPORT OF THE DIRECTOR OF PUBLIC WORKS – ARENA ROOF SEALANT

#### OBJECTIVE

To enter into a contract to supply and install weatherproofing at Centennial Arena. This includes a membrane to seal the roof and fascia panels to repair and seal the sides immediately below the roof. Lastly we have asked the contractors to supply an option to supply and install a series of snow depth indicators to assist with ongoing winter maintenance requirements.

#### RECOMMENDATION

**THAT** the Tulloch report of the July 31<sup>st</sup>, 2019 be received;

**AND THAT** the City enter into a contract with Buildcor, Timmins operating as Northern Commercial Roofing.

They have provided a proposal in response to RFP 2019-10 to provide a roof coating “Alumanation 301”, and provisional pricing for fascia and snow depth indicators. The price for all three items is \$84,896.94 plus applicable taxes.

Respectfully Submitted

Daryl Halloch  
Director Public Works

Approved by

Daniel Gagnon  
Chief Administrative Officer



## BACKGROUND

Based on the approval of structural repair work at Centennial Arena, staff requested proposals to seal the roof following the repair work. The expectation is that this roof solution would be important to bridge the facility's life span beyond the construction of the proposed HUB. With this in mind a minimum guarantee of 5 years was specified.

The fascia on the building is severely deteriorated such that birds and rain enter the building along the sides. To weatherproof the building the replacement fascia was added to the work package.

Finally, the ongoing maintenance of the facility will require PW to monitor the accumulation of snow and take measures to control the buildup on a regular basis. Fixed Snow depth indicators will assist with that operations activity.

## ANALYSIS

See attached summary of Submission results.

Tulloch engineering compiled a chart of the results of all bidders that was reviewed with the Manager of Facilities (attached). After confirming the costing of all items requested in the tender and referencing past work, Staff is requesting Council to approve a contract with Buildcor at a total price of \$84,896.94 plus applicable taxes.

## FINANCIAL IMPACT

Initially the City had a budget target of \$100,000 approved in principle by Council.

Source of funding for this project is the Building and Facility Reserve.

The recommended submission has a price of \$84,896.94 plus applicable taxes.

Note: Anything over \$20,000 needs Mayor and Clerk signature after By-Law authorized by Council.

## LINKS TO STRATEGIC PLAN

This expenditure is related to the requirement to have an ice surface available for the Wildcats and other municipal users.





Anticipated impacts on City operations;

- No additional maintenance within the building,
- Anticipate the requirement to monitor and clear snow on a periodic basis dependant on environmental conditions each year.

## SUMMARY

The need to protect the investment in the structural repairs was evident to Council and this contract follows through to carry out the wishes of council both in maintenance of the arena and doing so within the previously approved budget limit.





City of Elliot Lake

Opportunity: RFP 2019-10 Centennial Arena Roof Coating

## Submission Summary

Submitted By

Metal Plus Ltd.

Operating as:

Locatated in:

Form D

WSIB

Insurance

### Option A

Material

Facia

Snow Gauge

Tax

Option A Total

### Option B

Material

Facia

Snow Gauge

Tax

Option B Total

Material

Comment

Retracted/Unopened

References

*Alternate*

Alternate Price

Material

Facia

Snow Gauge

Tax

Option B Total



Shows two lowest proposals

Others

Hasting Painting Corporation	Buildcor
	(705) 360-3079
	Northern Commercial Roofing
Windsor	Timmins
Yes, sealed	Yes, sealed
Yes, provided	Yes, provided
Carry \$5 million, no letter	Carry \$5 million, letter
\$ 164,000.00	\$ 68,500.00
ProGuard Liquid Rubber	Tremco Spray on "Alumanation"
\$ 9,500.00	\$ 13,896.94
\$ 12,500.00	\$ 2,500.00
\$ 24,180.00	\$ 11,036.60
\$ 210,180.00	\$ 95,933.54
NA	\$ 278,623.50
	Lexcan Retrofit membrane?
	\$ 13,896.94
	\$ 2,500.00
	\$ 38,352.66
	\$ 333,373.10

\$89,000

No Irregularities

No Irregularities

Quinn Roofing (519) 791-2803 Sue Elliot Lake Ford (705) 461-1550  
Kenneth Roberts (709) 896-6800 ext  
Palazzo (647) 460-0237

10 Year Proposal

\$ 253,000.00  
ProGuard Liquid Rubber  
\$ 9,500.00  
\$ 12,500.00  
\$ 35,750.00  
\$ 310,750.00



## Designed Roofing Inc.

## Flawless Roofing

(705) 943-1777

Designed Roofing/Essential Exteriors

North Bay

SSM

Yes, sealed

Yes, not witnessed or sealed

Yes, provided

Yes, provided

Carry \$5 million, letter

Carry \$5 million, letter

\$ 305,000.00

\$ 96,800.00

Membrane Overlay - Non-vented

RC-2000 Inland Coatings (rolled)

\$ 15,000.00

included

\$ 2,000.00

included

\$ 41,860.00

\$ 12,584.00

\$ 363,860.00

\$ 109,384.00

\$ 340,000.00 NA

Membrane Overlay - Vented

\$ 15,000.00

\$ 2,000.00

\$ 46,410.00

\$ 403,410.00

No Irregularities

No price sheet or Option B

Numerous project examples but not

Numerous residences

Wawa Community Complex...

Ashley Warehouse, Thunder Bay

Maitland Motors, SSM (705) 759-4541

Brett Lewis or Frank Irwin



ParZee		Sonnenburg Spray Foam and Coatings	
(905) 629-9898		(705) 849-5221	
ParZee and Associates		Sonnenburg	
Mississauga		Elliot Lake	
Yes, sealed		Yes, sealed	
Yes, provided		Yes, provided	
Carry \$5 million, letter		Carry \$2 million, letter	
\$	128,600.00	\$	272,000.00
Tremco Spray on "Alumanation"		Tuff-Guard (2 part coating)	
\$	26,900.00	Not Included	
\$	2,000.00	Not Included	
\$	20,475.00	\$	35,360.00
\$	177,975.00	\$	307,360.00
NA		NA	

No Option B, otherwise fine

No Option B, otherwise fine

Several reference letters

Several reference letters



**2549114 Ontario Inc.**

(705) 206-6255

Bulwark Protective Coatings

SSM

Yes, witnessed

Yes, provided

Carry \$5 million, letter

\$	151,272.80
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Silver Lining Polyurea

\$	18,362.00
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\$	900.00
----	--------

\$	22,169.52
----	-----------

\$	192,704.32
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\$	202,326.30
----	------------

Silver Lining Polyurea

\$	22,034.40
----	-----------

\$	900.00
----	--------

\$	29,283.89
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\$	254,544.59
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No Irregularities

Niebrzyowski (705) 942-8484 ext

Troy (705) 279-4828

Patch only





The Corporation of the City of Elliot Lake

**Staff Report OPS2019-07**

Report of the **Director of Public Works**  
for the Consideration of Council

**RE: Purchase of (2) Light Duty Trucks**

**OBJECTIVE**

To provide Mayor and Council with information regarding the proposed contract between North Shore Ford Inc. and the City of Elliot Lake for the purchase of two (2) light duty service trucks for use within both the Plants and Recreation Department.

**RECOMMENDATION**

**That** Staff Report OPS2019-07 dated August 6, 2019 of the Director of Public Works be received;  
**and that** Contract No. OPS2019-07, for the purchase of two (2) light duty service trucks, in the amount of **\$71,100.00** plus applicable taxes be awarded to North Shore Ford Incorporated.

Respectfully Submitted

Approved

Daryl Halloch  
Director of Public Works

Daniel Gagnon  
Chief Administrative Officer

August 6, 2019



## BACKGROUND

The Operations Department relies on a fleet of 18 light duty service trucks for the delivery of a variety of services throughout the City of Elliot Lake. The age, condition, service history, and mileage of all of the fleet vehicles is carefully monitored.

For the 2019 year, the department budgeted for two service vehicles to be purchased as part of our ongoing fleet management program. One unit is intended to replace the 2009 service vehicle currently being used at the Wastewater Plant while the other is to replace a 2008 unit within the Recreational department which is well past its duty cycle.

The tender was advertised on the City of Elliot Lake website with two local firms expressing interest.

## ANALYSIS

Bidders for this contract were requested to submit complete pricing for the work as outlined in Section IV of the tender document.

Two local firms submitted bids. Pricing was received as noted below per unit:

- North Shore Ford Inc. - **\$35,550.<sup>00</sup>** exclusive of taxes
- North Shore Ford Inc. - **\$39,510.<sup>00</sup>** exclusive of taxes – 4X4 extended cab
- Algoma Chrysler - **\$36,313.<sup>00</sup>** exclusive of taxes
- Algoma Chrysler - **\$39,313.<sup>00</sup>** exclusive of taxes – 4X4

The lowest bid received for a light duty truck was below the 2019 capital project budgeted amount of **\$36,633.<sup>00</sup>** per unit

No bid irregularities or deviations from the procurement policy were noted during the evaluation of the tender packages.

## FINANCIAL IMPACT

During the 2019 Budget process, Council approved the purchase of a light duty service truck for both the Wastewater Treatment plant and the Recreation department at a cost of \$73,266.<sup>00</sup> plus applicable taxes. With a bid of \$71,100.<sup>00</sup> from Northshore Ford, the purchase of both trucks would come in under budget by \$2,166.<sup>00</sup>

## LINKS TO STRATEGIC PLAN

These vehicles are critical tools in the delivery of necessary services consistent with Goal 9 of the Strategic Plan, which states that we will “maximize opportunities for intra-municipal mobility through the continued maintenance and further improvement and development of municipal infrastructure.”



**SUMMARY**

Approving the recommendations presented in this report will assist in the maintenance of reliable fleet service vehicles for use in the ongoing operation and maintenance of our City infrastructure.





The Corporation of the City of Elliot Lake

**Staff Report OPS2019-08**

Report of the **Director of Public Works**  
for the Consideration of Council

**RE: Purchase of (1) Heavy Duty Service Truck**

**OBJECTIVE**

To provide Mayor and Council with information regarding the proposed contract between Algoma Chrysler Inc. and the City of Elliot Lake for the purchase of one (1) Heavy duty service truck for use within the Plants Department.

**RECOMMENDATION**

**That** Staff Report OPS2019-08 dated August 1, 2019 of the Director of Public Works be received;  
**and that** Contract No. OPS2019-08, for the purchase of one (1) Heavy duty service truck, in the amount of **\$58,964.<sup>00</sup>** plus applicable taxes be awarded to Algoma Chrysler Incorporated.

**and that** Council approve the use of the of the Water/Wastewater Reserve Funds in the amount of **\$18,964<sup>00</sup>** to be applied towards the remaining balance.

Respectfully Submitted

Approved

Daryl Halloch  
Manager of Environmental Service

Daniel Gagnon  
Chief Administrative Officer

August 1<sup>st</sup>, 2019



## BACKGROUND

The Plants Department maintenance crew relies on a heavy duty service truck for the delivery of a variety of services throughout the City of Elliot Lake. Snow removal from the (10) Sewage Lift stations along with the Water tower and Wastewater plant to gain entry, is the main function of this heavy duty service truck. The truck is also utilized when transporting larger pumps and equipment throughout the City's Plant department, which require repair out of town.

The age, condition, service history, and mileage of all of the City fleet vehicles is carefully monitored. Over the past few years the current 2009 heavy duty truck being utilized by the Plants maintenance crew has incurred expense costs related to the repair of the transmission.

The tender was advertised on the City of Elliot Lake website with two local firms expressing interest.

## ANALYSIS

Bidders for this contract were requested to submit complete pricing for the work as outlined in Section IV of the tender document.

Only one local firm submitted a bid. Pricing was received as noted below:

- Algoma Chrysler - **\$58,964.<sup>00</sup>** exclusive of taxes;

For the 2019 year, the department budgeted for one heavy duty service vehicle to be purchased as part of our ongoing fleet management program. The new unit is intended to replace the current 2009 service truck which is well past its duty cycle and has incurred costly repairs. The bid price received also includes a new plow package and powered lift gate installed on the Heavy duty truck, which was not included during the budgeting process.

No bid irregularities or deviations from the procurement policy were noted during the evaluation of the tender packages.

## FINANCIAL IMPACT

The Water/Wastewater Capital Reserve account is estimated to have an account balance of \$3,600,838 by year end with all 2019 user fees collected and planned capital projects completed. Staff is requesting Council's approve to fund the additional cost of \$18,964.<sup>00</sup> from this reserve.

## LINKS TO STRATEGIC PLAN

These vehicles are critical tools in the delivery of necessary services consistent with Goal 9 of the Strategic Plan, which states that we will "maximize opportunities for intra-municipal mobility through the continued maintenance and further improvement and development of municipal infrastructure."



**SUMMARY**

Approving the recommendations presented in this report will assist in the maintenance of reliable fleet service vehicles for use in the ongoing operation and maintenance of our City infrastructure.





## STAFF REPORT

### REPORT OF THE DIRECTOR OF PUBLIC WORKS FOR THE CONSIDERATION OF COUNCIL *ON THE ADDITION OF LIFELINES ON CITY FACILITIES*

#### OBJECTIVE

To provide Council with information regarding the addition of Lifelines to City Facilities for the purposes of removing snow.

#### RECOMMENDATION

**THAT** Staff report regarding the addition of Lifelines on City Facilities of the Director of Public Works dated August 6<sup>th</sup> , 2019 be received;

**AND THAT ....** Council approve the installation of Lifelines to the Collins Hall, Rio Den, Public Works Garage and the Swimming pool at a cost of \$28,245 plus applicable taxes by Sling-Choker Manufacturing Limited.

Respectfully Submitted

Approved by

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Daryl Halloch  
Director of Public Works

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Daniel Gagnon  
Chief Administrative Officer



## BACKGROUND

The Occupational Health and Safety Awareness and Training Regulations (O.Reg. 297/13) requires employers to ensure that workers completing projects at heights successfully complete a working at heights training program if they may use specified methods of fall arrest (travel restraints systems, fall restricting systems or fall arrest systems). Fall arrest equipment is required where a worker is exposed to falling from a height of more than three meters (approximately 10 feet). With the installation of engineered Anchorage points and Horizontal lifelines, workers equipped with safety harnesses and lanyards, are restricted from falling certain distances.

With aging facilities throughout the City and winters becoming increasingly unpredictable, The City must plan ahead when it comes to keeping the roofs and drain pipes clear of snow and ice. In the past year the City dealt with one of the worst winters in decades which resulted in another roof collapse that may or may not have been directly related to snow load. Regardless of the outcome of the collapse, the City proceeded to shut down several facilities until a structural engineer could inspect and provide direction before reopening all other facilities. With facilities and the services they offered closed, the City was forced to hire several trained contractors with specialty equipment to remove snow from all roofs. The cost was significant to the City totalling over \$130,000 combined for all services.

## ANALYSIS

The City has been proactive in 2019 investing in Working at Height training for all staff under the Public Works Umbrella as well as quoting out prices to add lifelines to identified Facilities throughout the City. Once installed, Trained City staff with guidance from a Standard Operating Procedure, can be proactive in keeping Facility roofs cleared of snow as well as all roof drains cleared to prevent the build of water and ice.

## FINANCIAL IMPACT

The City has received quotes from Sling-Choker Manufacturing Limited who installed the lifeline at the Centennial area.

- Rio Den - \$12,900 + applicable taxes
- Collins Hall - \$3,850 + applicable taxes





- Public Works garage - \$3,500 + applicable taxes
- Swimming Pool - \$7,995 + applicable taxes

The total cost would amount to \$28,245 + applicable taxes and would need to be funded from the Building and facility reserve as it was not budgeted for in the 2019 budget.

## **SUMMARY**

City staff is requesting the approval of Council to install lifelines at the facilities stated above at a total cost of \$28,245 + applicable taxes by Sling-Choker Manufacturing Limited.





## CORPORATE BY-LAWS MISSISSAGI PARK COMMISSION

### 1.0 Head Office

The Head Office of the Corporation shall be located at **Serpent River First Nation** in the Province of Ontario, and at such place therein as the directors may from time to time determine.

### 2.0 Seal

The seal of the Corporation, if any, may be approved by resolution of the Board of Directors.

### 3.0 Board of Directors

3.1 The affairs of the Corporation shall be managed by a board of six (6) directors comprised of:

- a) Two individuals representing the City of Elliot Lake and shall be a member of Council and one individual appointed by their respective Council;
- b) Two individuals representing Serpent River First Nation and shall be a member of Council and one individual appointed by their respective Council; and
- c) Two individuals representing Mississauga First Nation as appointed by their Council who must be a Council member and one individual identified by their respective Council.

3.2 Each director appointed by their respective Council shall automatically be members of the Corporation;

3.3 Each director shall be elected to hold office until the first annual meeting after he shall have been elected or until his successor has been duly elected and qualified. The terms of the Council representative shall be consistent with the Council representative's term of office. The members of the Corporation may, by resolution passed by at least two-thirds of the votes cast at a general meeting of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of his term of office, and may, by a majority of the votes cast at that meeting, elect any person in his stead for the remainder of his term.

### 4.0 Vacancies, Board of Directors

4.1 Vacancies on the board of directors, however caused, may so long as a quorum of directors remain in office, be filled by the directors from among qualified members of the Corporation, if they shall see fit to do so, otherwise such vacancy shall be filled at the next annual meeting of the members at which the directors for the ensuing year are elected, but if there is not a quorum of directors, the remaining directors shall immediately call a meeting of the members to fill the vacancy.

4.2 If the number of directors is increased between terms, a vacancy or vacancies, to the number of the authorized increase, shall thereby be deemed to have occurred, which may be filled in the manner above provided.



## **5.0 Quorum for meeting of Board of Directors**

A majority of the directors (4) shall form a quorum for the transaction of business.

## **6.0 Notice of Meetings**

Except as otherwise required by law, the board of directors may hold its meetings at such place as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the directors are present, or if those absent have signified their consent of the meeting being held in their absence. Directors' meetings may be formally called by the President or Vice-President or by the Secretary on direction of the President or Vice-President or by the Secretary on direction in writing from four (4) directors. Notice of such meetings shall be delivered, telephoned, faxed or e-mailed to each director not less than one (1) day before the meeting is to take place or shall be mailed to each director not less than two (2) days before the meeting is to take place. The statutory declaration of the Secretary or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. A directors' meeting may also be held, without notice, immediately following the annual meeting of the Corporation. The directors may consider or transact any business either special or general at any meeting of the board.

## **7.0 Errors in notice, Board of Directors**

No error or omission in giving such notice for a meeting of directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

## **8.0 Voting by Board of Directors**

Questions arising at any meeting of directors shall be decided by consensus. All votes at such meetings shall be taken by ballot if so demanded by any director present, but if no demand be made, the vote shall be taken in the usual way of assent or dissent. A declaration by the President that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as *prima facie* proof of the fact without proof as to the outcome of the vote.

## **9.0 Powers of the Board of Directors**

- a) The directors of the Corporation may administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Corporation is by its Letters Patent or otherwise authorized to exercise.
- b) Without in any way derogating from the foregoing, the directors are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and/or other property, movable or immovable, real or personal, or any right or interest therein owned by the Corporation, for such consideration and upon such terms and conditions as they may deem advisable.



## **10.0 Remuneration of Directors**

The directors shall receive no remuneration for acting as such.

## **11.0 Officers of Corporation**

There shall be a President, a Vice-President, a Secretary and a Treasurer or in lieu of a Secretary and Treasurer, a Secretary-Treasurer and such other officers as the board of directors may determine by by-law from time to time. One person may hold more than one office except the offices of President and Vice-President. The President and Vice-President shall be elected by the board of directors from among their number at the first meeting of the board after the annual election of such board of directors, provided that in default of such election the then incumbents, being members of the board, shall hold office until their successors are elected. The other officers of the Corporation need not be members of the board and in the absence of written agreement to the contrary, the employment of all officers shall be settled from time by the board.

## **12.0 Duties of the President and Vice-President**

The President shall, when present, preside and chair all meetings of the members of the Corporation and of the board of directors. The President shall also be charged with the general management and supervision of the affairs and operations of the Corporation. The President with the Secretary or other officer appointed by the board for the purpose shall sign all by-laws and membership certificates. During the absence or inability of the President, his duties and powers may be exercised by the Vice-President, and if the Vice-President, or such other director as the board may from time to time appoint for the purpose, exercises any such duty or power, the absence or inability of the President shall be presumed with reference thereto.

## **13.0 Duties of Secretary**

The Secretary shall be ex-officio clerk of the board of directors. He shall attend all meetings of the board of directors and record all facts and minutes of all proceedings in the books kept for that purpose. He shall give all notices required to be given to members and to directors. He shall be the custodian of the seal of the Corporation and of all books, papers, records correspondence, contracts and other documents belonging to the Corporation which he shall deliver up only when authorized by a resolution of the board of directors to do so and to such person or persons as may be named in the resolution, and he shall perform such other duties as may from time to time be determined by the board of directors.

## **14.0 Duties of Treasurer**

The Treasurer, or person performing the usual duties of a Treasurer, shall keep full and accurate accounts of all receipts and disbursements of the Corporation in proper books of account and shall deposit all moneys or other valuable effects in the name and to the credit of the Corporation in such bank or banks as may from time to time be designated by the board of directors. He shall disburse the funds of the Corporation under the direction of the board of directors taking proper vouchers therefore and shall render to the board of directors at the regular meetings thereof or whenever required of him, an account of all his transactions as Treasurer, and of the financial position of the Corporation. He shall also perform such other duties as may from time to time be determined by the board of directors.



## 15.0 Duties of other Officers

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board of directors requires of them.

## 16.0 Protection of Directors, Officers and others

- a) Limitation of Liability – Every director and officer of the Corporation in exercising his or her powers and discharging his or her duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director, officer or employee, or for any other matter permitted or performed by the director or officer in executing the duties of his or her office. However, nothing in these by-laws shall relieve any director or officer from the duty to act in accordance with the Corporations Act, R.S.O. 1990, chap. C.38 (the “Act”) and the regulations, or from any liability arising from a breach of such a duty.
- b) Indemnity – Subject to the Act, the Corporation shall indemnify a director or officer; a former director or officer; or a person who acts or acted at the Corporation’s request as a director or officer of another corporation of which the Corporation is or was a shareholder or creditor; and the person’s heirs and legal representatives, against all expenses reasonably incurred by the director or officer in respect of any action or proceeding to which the officer or director is made a party by reason of being or having been a director or officer of the Corporation if:
  - i) the director or officer acted honestly and in good faith with a view to the best interests of the Corporation; and,
  - ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the director or officer had reasonable grounds for believing that his or her conduct was lawful;
  - iii) nothing in this by-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this by-law.

## 17.0 Execution of Documents

- a) Deeds, transfers, licences, contracts and engagements on behalf of the Corporation shall be signed by either the President or Vice-President and by the Secretary or Secretary-Treasurer, and the Secretary or Secretary-Treasurer shall affix the seal of the Corporation to such instruments as require the same.
- b) Contracts in the ordinary course of the Corporation’s operations may be entered into on behalf of the Corporation by the President, Vice-President, the Treasurer or by any person authorized by the board of directors.
- c) The President, Vice-President, the directors, Secretary or Treasurer, or any one of them, or any person or persons from time to time designated by the board of directors may transfer any and all shares, bonds or other securities from time to time standing in the name of the Corporation in its individual or any other capacity or as trustee or otherwise and may accept in the name and on



behalf of the Corporation transfer of shares, bonds or other securities from time transferred to the Corporation, and may affix the corporate seal to any such transfers or acceptances of transfers, and may make, execute and deliver under the corporate seal any all instruments in writing necessary or proper for such purposes, including the appointment of legal counsel to make or accept transfers of shares, bonds or other securities on the books of any company or corporation.

- d) Notwithstanding any provision to the contrary contained in the by-laws of the Corporation, the board of directors may at any time by resolution direct the manner in which, and the person or persons by whom, any particular instrument, contract or obligation of the Corporation may or shall be executed.

## **18.0 Books and Records**

The directors shall see that all necessary books and records of the Corporation required by the by-laws of the Corporation or by any applicable statute or law are regularly and properly kept.

## **19.0 Membership**

- a) The membership shall consist of the applicants for the incorporation of the Corporation and such other individuals and such corporation, partnerships and other legal entities as are admitted as members by the board of directors.
- b) Members may resign, in writing, which shall become effective upon acceptance by the board of directors.
- c) In case of resignation, a member shall remain liable for payment of any assessment or other sum levied or which became payable by him to the Corporation prior to acceptance of his resignation.
- d) Each member in good standing shall be entitled to one vote on each question arising at any special or general meeting of the members. Corporations, partnerships and other legal entities may vote through a duly authorized proxy.
- e) Each member shall promptly be informed by the Secretary of his admission as a member.

## **20.0 Dues**

- a) There shall be no dues or fees payable by members except such, if any, as shall from time to time be fixed by unanimous vote of the board of directors, which vote shall become effective only when confirmed by a vote of the members at an annual or other general meeting.
- b) The Secretary shall notify the members of the dues or fees at any time payable by them and, if any are not paid within thirty (30) days of the date of such notice the members shall be informed that the membership fees are past due and the Secretary may discuss and agree on terms of payment of the dues and any such members may on payment of all unpaid dues or fees or on reaching a satisfactory agreement to pay past dues may be reinstated by unanimous vote of the board of directors.



## **21.0 Annual and Other Meetings of Members**

- a) The annual or any other general meeting of the members shall be held at the head office of the Corporation or elsewhere in Ontario as the board of directors may determine and on such day as the said directors shall appoint.
- b) At every annual meeting, in addition to any other business that may be transacted, the report of the directors, the financial statement and the report of the auditors shall be presented and directors elected and the appointment of auditors for any period.
- c) Only the members may consider and transact any business at any meeting of the members.
- d) The board of directors shall have power to call at any time a general meeting of the members of the Corporation and the President of the Corporation shall have power to call at any time a general meeting of the members of the Corporation, provided notice is given to the board of directors by registered mail and members are provided notice by regular mail at least ten (10) day before the time fixed for holding such meeting and members are deemed to receive their notices by regular mail within ten (10) day after the notice was posted via regular mail.
- e) No public notice nor advertisement of members' meetings, annual or general, shall be required, but notice of the time and place of every such meeting shall be given to each member by sending the notice by prepaid mail, fax or e-mail, ten (10) days before the time fixed for the holding of such meeting; provided that any meetings of members may be held at any time and place without such notice if all the members of the Corporation are present thereat or represented by proxy duly appointed, and at such meeting any business may be transacted which the Corporation at annual or general meetings may transact.
- f) For the purpose of sending notice to any member, director or officer for any meeting or otherwise, the address of any member, director or officer shall be his last address recorded on the books of the Corporation as they are deemed to receive any such notice with ten (10) days after the notice was posted via regular mail.

## **22.0 Error or Omission in Notice**

No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the members of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any member, director or officer for any meeting or otherwise, the address of any member, director or officer shall be his last address recorded on the books of the Corporation.

## **23.0 Adjournments**

Any meeting/s of the Corporation or of the directors may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.



## **24.0 Quorum of Members**

A quorum for the transaction of business at any meeting of members shall consist of not less than fifty percent (50%) members present in person or represented by proxy.

## **25.0 Voting of Members**

- a) Subject to the provisions, if any, contained in the Letters Patent of the Corporation, each member of the Corporation shall at all meetings of members be entitled to one vote and he may vote by proxy if the member is not a person. Such proxy need not himself be a member but before voting shall produce and deposit with the Secretary sufficient appointment in writing from the organization they represent. No member shall be entitled either in person or by proxy to vote at meetings of the Corporation unless he has paid all dues or fees, if any, then payable by him.
- b) At all meetings of members every question shall be decided by a majority of members present in person or represented by proxy unless otherwise required by the by-laws of the Corporation, or by law. Every question shall be decided in the first instance by a show of hands. Upon a show of hands, every member having voting rights shall have one vote, and the President shall indicate whether the resolution has been carried or not carried and an entry to that effect in the minutes of the Corporation shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution. In cases of an equality of votes at any general meeting, the President shall be entitled to the second or casting vote.

## **26.0 Financial Year**

Unless otherwise ordered by the board of directors, the fiscal year of the Corporation shall terminate on the 31<sup>st</sup> day of March of each year.

## **27.0 Cheques, etc.**

All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation in such manner as shall from time to time be determined by resolution of the board of directors and any one of such officers or agents may alone endorse notes and drafts for collection on account of the Corporation through its bankers, and endorse notes and cheques for deposit with the Corporation's bankers for the credit of the Corporation, or the same may be endorsed "for collection" or "for deposit" with the bankers of the Corporation by using the Corporation's rubber stamp for the purpose. Any one of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Corporation and Corporation's bankers and may receive all paid cheques and vouchers and sign all the bank's forms or settlement of balances and release or verification slips.



## **28.0 Deposit of Securities for Safekeeping**

The securities of the Corporation shall be deposited for safekeeping with one or more banks, trust companies or other financial institutions to be selected by the board of directors. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Corporation signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be determined by resolution of the board of directors and such authority may be general or confined to specific instances. The institutions which may be so selected as custodians by the board of directors shall be fully protected in acting in accordance with the directions of the board of directors and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.

## **29.0 Notice**

Any notice (which term includes any communication or document) to be given, sent, deliver or served pursuant to the Act, the letters patent, the by-laws or otherwise to a member director, officer or auditor shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mail to him at his recorded address by prepaid air or ordinary mail, or if sent to him at his recorded address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is delivered personally or at the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice sent by dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary may change or cause to be changed the recorded address of any member, director, officer or auditor in accordance with any information believed by him to be reliable.

## **30.0 Borrowing**

- a) The board of directors may from time to time:
  - i) borrow money on the credit of the Corporation; or
  - ii) issue, sell or pledge securities of the Corporation; or
  - iii) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises and undertakings to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Corporation
- b) From time to time the board of directors may authorize any director, officer or employee of the Corporation or any other person to make arrangements with reference to the moneys borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Corporation as the directors may authorize, and generally to manage, transact and settle the borrowing of money by the Corporation.



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### **31.0 Interpretation**

In these by-laws and in all other by-laws of the Corporation hereafter passed unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and *vice versa*, and references to persons shall include firms and corporations.

DRAFT



# **INVESTIGATION REPORT**

## **FOR THE CITY OF ELLIOT LAKE**

**CONFLICT OF INTEREST COMPLAINT RE:**

**COUNCILLOR CYR**



***Office of the Integrity  
Commissioner***

**Prepared By:**

Peggy Young-Lovelace  
E4m Consultant



## PREAMBLE

Expertise 4 Municipalities (“E4M”) was appointed as the Integrity Commissioner for the Corporation of the City of Elliot (the “City”) by resolution and confirmed by confirmatory by-law number.

As the Integrity Commissioner, E4M is a statutory officer of the City. The Integrity Commissioner reports to Council and is responsible for independently performing functions assigned to them by the City. Pursuant to section 223.3(6), the City must indemnify and save harmless the Integrity Commissioner or any person under their instructions for costs reasonably incurred by either in connection with the defence of certain proceedings.

E4M has been appointed by the City as the Integrity Commissioner for all functions set out in section 223.3(1) of the *Municipal Act, 2001*, and E4M responsible for conducting inquiries into whether a member has contravened the code of conduct pursuant to section 223.4(1) or contravened sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* pursuant to section 223.4.1 (1).

The *Municipal Act, 2001*, awards the Integrity Commissioner a number of powers that the Integrity Commissioner can exercise while conducting Code of Conduct and *Municipal Conflict of Interest Act* inquiries. Specifically, subsections 223.4 (3) and 223.4.1(10) provide that “the municipality and its local boards shall give the [Integrity] Commissioner such information as the [Integrity] Commissioner believes to be necessary for an inquiry.” Moreover, subsection 223.4(4) and 223.4.1(11) provide that the Integrity Commissioner is “entitled to have free access to all books, accounts, financial records, electronic data processing records, reports, files and all other papers things or property belonging to or use by the municipality or a local board that the Commissioner believes to be necessary for an inquiry.”

In addition to the statutory requirements for an inquiry under the *Municipal Act, 2001*, Integrity Commissioner inquiries are governed by the Integrity Commissioner Inquiry Protocol which was adopted by Council. Pursuant to section 3.4 of the Integrity Commissioner Inquiry Protocol, in performing his or her duties, the Integrity Commissioner may engage outside assistance or consult with the City’s legal counsel.

The City’s legal counsel is employed by the City. The *Rules of Professional Conduct* provide that notwithstanding the fact that instructions may be received from an agent for an organization, when the lawyer is employed by an organization, including a corporation, in exercising the lawyer’s duties and providing professional services, the lawyer shall act for the organization. An incorporated organization has a legal personality distinct from its members, agents, councillors or employees. As such, when the Integrity Commissioner consults with the City’s legal counsel pursuant to section 3.4 of the Integrity Commissioner’s protocol, the Integrity Commissioner providing instructions as a statutory officer of the City and the City’s legal counsel is acting to ensure that the City’s interests are served and protected.



## I. EXECUTIVE SUMMARY

- [1] These reasons relate to a request by Councillor Chris Patrie of the City of Elliot Lake Council (hereinafter referred to as “Councillor Patrie”), for an inquiry under section 223.4.1 of the *Municipal Act, 2001*, (the “*Municipal Act*”) about Luc Cyr (“Councillor Cyr”), an elected member of the City Council for the Corporation of the City of Elliot Lake (the “City”).
  
- [2] I believe it is necessary to publish the name of the applicant in this matter pursuant to subsection 223.5(2.3)(c) of the *Municipal Act* in order to properly identify the application which these reasons address. I have become aware of many complaints about the circumstances of this application, however, Councillor Patrie’s complaint is the only complaint which meets the content requirements as set out in subsection 223.4.1(6) of the *Municipal Act*. Councillor Patrie was the only applicant who was willing to sign the statutory declaration required by section 223.4.1(6). As such, although I have the jurisdiction to deal with the circumstances of the other complaints, because the statutory requirements were not met by other applicants, I am not investigating those complaints.
  
- [3] The basis of this application was that Councillor Cyr failed to declare a conflict during the negotiations of the purchase of the property at 151 Ontario Avenue, in Elliot Lake, Ontario (the “Property”) at the March 6, 2019, meeting of council despite having declared a conflict on a similar matter at a December 19, 2018 council meeting.
  
- [4] I find that Councillor Cyr did not have a pecuniary interest in the consideration of the purchase of the Property necessitating a declaration of a conflict of interest under section 5.1 of the *Municipal Conflict of Interest Act* (hereinafter the “*MCIA*”) at the time of the March 6, 2019 meeting. In the alternative, if I am wrong on that finding, I find that because there were multiple unpredictable events that would have to occur before Councillor Cyr had any interest in the finances of the City and/or the Vendor, that the interest would be excepted by section 4(k) of the *MCIA*. Accordingly, I find that Councillor Cyr did not breach section 5.1 of the *MCIA* when he participated in the March 6, 2019 meeting regarding the purchase of the Property. Because my inquiry indicates that Councillor Cyr did not breach section 5.1 of the *MCIA*, I will not be applying to a judge under section 8 of the *MCIA* for a determination as to whether Councillor Cyr has contravened section 5.1 of the *MCIA*.

## II. LEGISLATIVE FRAMEWORK

- [5] Under section 223.4.1(2) of the *Municipal Act*, an elector or a person demonstrably acting in the public interest may apply in writing to the Integrity Commissioner for an inquiry to be carried out concerning an alleged contravention of section 5, 5.1, 5.2 of the *MCIA* by a member of council or a member of a local board.



[6] Sections 5 and 5.1 of the *MCIA* provide as follows:

**5** (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member,

(a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;

(b) shall not take part in the discussion of, or vote on any question in respect of the matter; and

(c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question. R.S.O. 1990, c. M.50, s. 5 (1).

...

**Written statement re disclosure**

**5.1** At a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be. 2017, c. 10, Sched. 3, s. 4.

[7] When a matter is referred to me, I may then conduct an inquiry and, upon completion of the inquiry, I may, apply to a judge under section 8 of the *MCIA* for a determination as to whether the member has contravened section 5, 5.1, or 5.2 of the *MCIA*. I must publish reasons as to whether I intend to apply to a judge under section 8 of the *MCIA*. These are those reasons.

### **III. THE REQUEST**

[8] On March 15, 2019, I received an application for inquiry from Councillor Patrie (hereinafter the "Application"). Councillor Patrie is an elector under the *MCIA* and is therefore entitled to make an application for an inquiry under section 223.4.1 of the *Municipal Act*. Councillor Patrie has declared that the application has been made within six weeks of Councillor Patrie becoming aware of the alleged contravention (indeed it was made seven (7) days after the event).

[9] The Application alleges that Councillor Cyr has contravened section 5.1 of the *MCIA* when he declared a conflict at the December 19, 2018, council meeting regarding the purchase of the Property but did not declare the same conflict at the March 6, 2019, meeting considering the negotiations for the Property.



#### IV. THE INQUIRY PROCESS

- [10] The responsibilities of the Integrity Commissioner are set out in section 223.3(1) of the *Municipal Act*. On March 1, 2019, section 223.3(1) of the *Municipal Act* was amended, and the responsibilities of the Integrity Commissioner were expanded. Under this expanded role, the Integrity Commissioner is now responsible for “requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*”.
- [11] On March 6, 2019, after the amended section 223.3(1) came into force, Councillor Cyr provided a written request for advice regarding the application of the *MCIA* to the City’s purchase of the Property. Given that Councillor Cyr’s request for advice required a legal analysis on the application of the *MCIA*, I requested the assistance of the City’s legal counsel, Wishart Law Firm LLP, pursuant to section 3.4 of the Integrity Commissioner Inquiry Protocol which was adopted by Council. After I received the opinion from Wishart Law Firm LLP, I provided Councillor Cyr written advice on the application of the *MCIA* to the City’s purchase of the Property. Although this written advice, including the legal opinion, is confidential pursuant to section 223.5 of the *Municipal Act*, my advice to Councillor Cyr informs part of my reasons under this Application.
- [12] After receiving Councillor Patrie’s Application, I followed the inquiry process as set out in the Integrity Commissioner Inquiry Protocol. I did an initial review of the complaint. After the initial review, I interviewed Councillor Patrie on March 13, 2019. I then interviewed Councillor Cyr on April 18, 2019 to confirm that the facts were correct as relayed to me in his request for advice and to provide Councillor Cyr an opportunity to respond to the Application.

#### V. THE FACTS

- [13] The basis for the Application is the City’s purchase of the Property. The Property was the former location of the Algo Centre Mall, which collapsed on June 23, 2012. On February 13, 2014, Justice Belobaba certified a class action based in negligence with respect to the collapse. Councillor Cyr is a member of the plaintiff class in the litigation (the “Class Action”). In his reasons, Justice Belobaba noted that “hundreds of people lost their jobs” as a result of the mall collapse, and that “the class action would be brought on behalf of about 300 potential members”. Councillor Cyr, therefore, is one of about 300 plaintiffs in the action.
- [14] The defendants in the action are Eastwood Mall Inc. (the corporate owner of the Algo Centre Mall and the current owner of the Property whereon the mall was built), Bob Nazarian (the personal owner of Eastwood Mall Inc.), the Corporation of the City of Elliot Lake, M.R. Wright & Associates Co. Ltd., R.G.H. Wood, G.J. Saunders, Her Majesty the Queen in Right of Ontario, Algoma Central Properties Inc., Coreslab Structures (Ont) Inc., John Kadlec, James Keywan, Non-Profit Retirement Residences of Elliot Lake Inc. (carrying on business as Retirement Living), and 1425164 Ontario Ltd. Inc. (carrying on business as Nordev).



- [15] Eastwood Mall Inc and the City are two of thirteen (13) defendants, while Councillor Cyr is one of approximately 300 plaintiffs in the Class Action.
- [16] The Class Action has not been settled and at present the issues of both liability and quantum of damages are being litigated.

### **The Proposed Transaction**

- [17] The Property currently lays empty. The Council of the City of Elliot Lake is interested in purchasing the Property or part of the Property to develop it for municipal purposes, specifically, for the construction of a Community Hub. Various efforts to fulfill this transaction have been taking place.
- [18] On December 19, 2018, after the terms of a potential agreement of purchase and sale were negotiated, Council defeated by-law which contemplated the City purchasing the Property for the sum of Nine-Hundred and Fifty Thousand Dollars (\$950,000.00). Councillor Cyr declared that he had a pecuniary interest in this transaction and did not participate in the vote. (I note that my inquiry is not bound by Councillor Cyr's previous declaration of a conflict).
- [19] On March 6, 2019, a special meeting was held where Council considered the purchase of a portion of the Property from Eastwood Mall Inc., via the use of a third-party developer. At the March 6, 2019, Councillor Cyr did not declare that he had a pecuniary interest in the matter and participated in the vote. Councillor Patrie alleges that Councillor Cyr breached section 5.1 of the *MCIA* when he did not declare a conflict and complete a written disclosure statement.
- [20] Under section 5.1 of the *MCIA*, at a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality.
- [21] Councillor Cyr did not disclose an interest at the March 6, 2019 under section 5 of the *MCIA*. As such, Councillor Cyr was not required to file a written statement of interest under section 5.1. Nevertheless, the true question to be considered is whether Councillor Cyr ought to have disclosed an interest under section 5 of the *MCIA* whereby the failure to do so resulted in the breach of section 5.1 of the *MCIA*.

## **VI. THE ISSUE**

- [22] I considered whether Councillor Cyr had a pecuniary interest in the March 6, 2019, meeting whereat Council considered the purchase of a portion of the Property from Eastwood Mall Inc., via the use of a third-party developer.



## VII. THE OPINION

- [23] The *MCIA* prohibits Councillors who have a pecuniary interest from attempting in any way whether before, during or after the meeting [from influencing] the voting on any such question.
- [24] The primary issue I analyzed was whether Councillor Cyr had a “pecuniary interest” in the question before Council. “Pecuniary Interest” is not defined in the *MCIA*, however the Courts have interpreted it to mean a financial interest or an interest related to or involving money. It does not matter whether the financial interest is positive or negative and when considering the existence of a “pecuniary interest”, it also does not matter the quantum of the interest.
- [25] The Courts have provided the following guidance with respect to what constitutes a “pecuniary interest”:
- Pecuniary interest is not defined by the *MCIA*. Generally, it is a financial interest, an interest related to or involving money. A decision to buy, or offer to buy, property is demonstrative of a pecuniary interest.
- Pecuniary interest is not defined in the *MCIA*, but it has been held to be a financial, monetary or economic interest; and it is not to be narrowly defined.
- A pecuniary interest is a particular kind of interest. In *Edmonton (City) v Purves*, Moshansky J. turns to the Shorter Oxford English Dictionary definition of “pecuniary” as “of, belonging to, or having relation to money”.
- [26] In essence the Courts look at whether a financial interest exists and whether it is direct (personal to Councillor Cyr), deemed or indirect.
- [27] The only financial connection that I am aware of with respect to Councillor Cyr and the purchase of the Property is that Councillor Cyr is currently suing the vendor (Eastwood Mall Inc.) and the purchaser (the City) of the Property in the Class Action. As a result of this, he stands, at some point in the future, to *possibly* have a judgment against both parties to the transaction.
- [28] I found no evidence that Councillor Cyr stood to make any money, lose any money or sustain any personal financial gain or loss at the time of the vote. Councillor Cyr’s claim in the Class Action is for damages suffered by loss of his employment after the mall collapse. This claim is subject to Councillor Cyr’s obligation to mitigate, which he has done to some extent and continues to do. His claim of damages had not crystallized at the time of the March 6, 2019, meeting and Councillor did not have an active or immediate interest in the transaction.
- [29] For Councillor Cyr to have any pecuniary interest in a matter before Council on March 6, 2019, he would have had to have a current judgment specifically against the City and/or



the Vendor at the time of the meeting. He did not. At the time of the meeting, Councillor Cyr did not stand to make any money, lose any money or sustain any personal financial gain or loss. Councillor Cyr may have a pecuniary interest against Eastwood Mall and/or the City in the future, he may not. But at the time of the March 6, 2019, meeting, Councillor Cyr did not have a pecuniary interest.

- [30] Additionally, even if Councillor Cyr did obtain a judgment against all, or some of the Defendants, pursuant to section 1 of the *Negligence Act*, he could collect his judgment from any one of the 13 Defendants (assuming he was successful against all of them which remains to be seen). In other words, for Councillor Cyr to really have a pecuniary interest in the finances of the Vendor and/or the City in this matter, all of the other Defendants would have to have insufficient assets to satisfy the judgment. That is both unlikely and unforeseeable, or at least was, on March 6, 2019. In fact, there are many other unpredictable events that would have to line up in order to truly crystallize the pecuniary interest. I do not need to discuss all the eventualities in these reasons, the foregoing suffices to demonstrate the remoteness and unpredictability of Councillor Cyr's potential future interest.

Moreover, in the alternative, if Councillor Cyr did have pecuniary interest in the transaction, Councillor Cyr did not breach his obligations under the *MCIA* by reason that his interest was not separate and distinct from that of electors generally.

Section 4(j) of the *MCIA* provides that sections 5 and 5.2 do not apply to a pecuniary interest in any matter that a member may have by reason of the member having a pecuniary interest which is an interest in common with electors generally.

The case law states that "electors generally" indicates not all electors, but suggests it includes a significant number of them". In the present case, Councillor Cyr is one of 300 plaintiffs in the Class Action. As such, even if Councillor Cyr did have a pecuniary interest, I find that he was exempted from sections 5 and 5.2 by virtue of section 4(j).

## **VIII. CONCLUSION**

- [31] It is my opinion that Councillor Cyr did not have a pecuniary interest in the matter before Council on March 6, 2019 and was not required to complete a disclosure statement under section 5.1. of the *MCIA*. As such, I will not be applying to a judge under section 8 of the *MCIA* for a determination as to whether Councillor Cyr has contravened section 5.1 of the *MCIA*.

DATED July 31, 2019



**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

***B*Y-LAW NO. 19-38**

Being a by-law to authorize the entering into an agreement for the supply of a new utility tractor.

The Council of The Corporation of the City of Elliot Lake **ENACTS AS FOLLOWS:**

1. **THAT** the Corporation enter into an agreement with Tracks & Wheels Equipment Brooker with respect to the supply of a new utility tractor, a copy of which agreement is attached hereto as Schedule “A” and forms part of this by-law.
  
2. **THAT** the Mayor together with the City Clerk of the Corporation are hereby authorized and directed to execute the agreement on behalf of the Corporation under the corporate seal.

**PASSED** this 12<sup>th</sup> day of August, 2019.

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**MAYOR**

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**CITY CLERK**



**SECTION III****AGREEMENT**

THIS AGREEMENT made in triplicate the 9<sup>th</sup> day of July in the year Two Thousand Nineteen by and between

TRACK & WHEELS EQUIPMENT BROKERS INC.

Hereinbefore and hereinafter called the "**Contractor**"  
and

The Corporation of the City of Elliot Lake

Hereinbefore and hereinafter called the "**Owner**"

WITNESSETH: That the Contractor and Owner for the considerations hereinafter indicated undertake and agree as follows:

**ARTICLE I**

The Instructions to Bidders, the Tender Form, and Specifications/Terms of Reference are to be read herewith and form part of the present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

**ARTICLE II**

The Contractor undertakes and agrees:

- a) To provide all necessary labour, equipment and materials and perform all the works as described in the Contract Specifications entitled:

**OPS 2019-02**

which were prepared by The Corporation of the City of Elliot Lake, Public Works Department, 3 Timber Road, Elliot Lake, Ontario.

- b) To do and fulfill everything indicated by this agreement and the Instructions to Bidders and Specification/Terms of Reference.
- c) To commence the work within seven days of being given written notice to proceed with the work and complete, substantially, all the work to which this agreement refers by a date mutually agreed upon by both parties.



**ARTICLE III**

The owner undertakes and agrees:

To pay the Contractor in lawful money of Canada for the performance of the work (subject to additions and deductions as provided in the General Conditions of the Contract) at the lump sum price of:

Fifty Nine Thousand, Two Hundred and Three Dollars and Sixty-Two Cents(Plus Applicable HST) (\$59,203.62)

**ARTICLE IV**

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenant contained herein and in the General Conditions of the Contract, and that this Agreement with the General Conditions of the Contract, and the Specifications constitute the Contract and the Plans.

**ARTICLE V**

The Contractor agrees to carry out this Agreement in a manner calculated to avoid additional expenses and additional legal costs being incurred by the Owner and undertakes to indemnify the Owner for all such additional legal expenses and any legal costs arising from the carrying out of this Agreement including, without limited the generality of the foregoing, the Contractor agrees to indemnify the Owner for all legal expenses and legal costs that the Owner may be compelled to pay in respect of any Lien claim or claims which may be claimed or registered.

**ARTICLE VI**

The terms "Owner", and "City" and "Corporation" as mentioned in the Agreement, the Information for Bidders, the Tender, the General Conditions and the Special Conditions of the Contract, and Specifications, shall mean "The Corporation of the City of Elliot Lake."

**ARTICLE VII**

If and whenever either party hereto desires to give notice to the other party or in connection with this Agreement, such notice will be effectively given if sent by registered mail to:

The Contractor at: 400 Old Hwy 69 North, Val Caron, ON P3N 1M7

The Owner at:

Municipal Office  
45 Hillside Drive North  
Elliot Lake, Ontario  
P5A 1X5



**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.


**SIGNED, SEALED AND DELIVERED**  
in the presence of



**WITNESS**

**(THE CONTRACTOR**

(  
BY TRACKS AND WHEELS ,

(AND  (SEAL)

**(THE CORPORATION OF THE CITY OF**  
**ELLIOT LAKE**

(  
(BY \_\_\_\_\_  
(MAYOR

(  
(AND \_\_\_\_\_ (SEAL)  
(CLERK



# THE CORPORATION OF THE CITY OF ELLIOT LAKE

## ***B***Y-LAW NO. 19-40

Being a by-law to authorize the entering into of an agreement for provision of supplies and services with respect to application and compaction of granular ‘M’ on Stanrock Road and the Dunlop Shores Road.

The Council of The Corporation of the City of Elliot Lake **ENACTS AS FOLLOWS:**

1.           **THAT** the Corporation enter into an agreement with Wendell Farquhar Trucking Limited, for the application of Granular “M” material on Stanrock Road and the Dunlop Shores Road , a copy of which agreement is attached hereto as Schedule “A” and forms part of this by-law.
  
2.           **THAT** the Mayor together with the City Clerk of the Corporation are hereby authorized and directed to execute the agreement on behalf of the Corporation under the corporate seal.

**PASSED** this 12<sup>th</sup> day of August, 2019.

---

**MAYOR**

---

**CITY CLERK**



**SECTION III****AGREEMENT**

THIS AGREEMENT made in triplicate the 30<sup>th</sup> day of July in the year Two Thousand Nineteen by and between

WENDELL FARQUHAR TRUCKING LIMITED

Hereinbefore and hereinafter called the "**Contractor**"  
and

The Corporation of the City of Elliot Lake

Hereinbefore and hereinafter called the "**Owner**"

WITNESSETH: That the Contractor and Owner for the considerations hereinafter indicated undertake and agree as follows:

**ARTICLE I**

The Instructions to Bidders, the Tender Form, and Specifications/Terms of Reference are to be read herewith and form part of the present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

**ARTICLE II**

The Contractor undertakes and agrees:

- a) To provide all necessary labour, equipment and materials and perform all the works as described in the Contract Specifications entitled:

**OPS 2019-06**

which were prepared by The Corporation of the City of Elliot Lake, Public Works Department, 3 Timber Road, Elliot Lake, Ontario.

- b) To do and fulfill everything indicated by this agreement and the Instructions to Bidders and Specification/Terms of Reference.
- c) To commence the work within seven days of being given written notice to proceed with the work and complete, substantially, all the work to which this agreement refers by a date mutually agreed upon by both parties.



**ARTICLE III**

The owner undertakes and agrees:

To pay the Contractor in lawful money of Canada for the performance of the work (subject to additions and deductions as provided in the General Conditions of the Contract) at the lump sum price of:

Three Hundred and Sixty-Two Thousand (Plus Applicable HST) (\$362,000.00)

**ARTICLE IV**

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenant contained herein and in the General Conditions of the Contract, and that this Agreement with the General Conditions of the Contract, and the Specifications constitute the Contract and the Plans.

**ARTICLE V**

The Contractor agrees to carry out this Agreement in a manner calculated to avoid additional expenses and additional legal costs being incurred by the Owner and undertakes to indemnify the Owner for all such additional legal expenses and any legal costs arising from the carrying out of this Agreement including, without limited the generality of the foregoing, the Contractor agrees to indemnify the Owner for all legal expenses and legal costs that the Owner may be compelled to pay in respect of any Lien claim or claims which may be claimed or registered.

**ARTICLE VI**

The terms "Owner", and "City" and "Corporation" as mentioned in the Agreement, the Information for Bidders, the Tender, the General Conditions and the Special Conditions of the Contract, and Specifications, shall mean "The Corporation of the City of Elliot Lake."

**ARTICLE VII**

If and whenever either party hereto desires to give notice to the other party or in connection with this Agreement, such notice will be effectively given if sent by registered mail to:

The Contractor at: Highway 108 North, Elliot Lake, ON P5A 2T1

The Owner at:

Municipal Office  
45 Hillside Drive North  
Elliot Lake, Ontario




P5A 1X5

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**(THE CONTRACTOR**

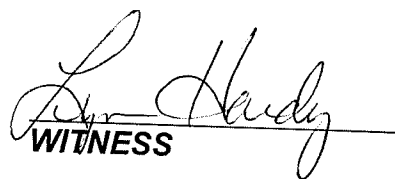
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(AND \_\_\_\_\_ (SEAL)

**(THE CORPORATION OF THE CITY OF**  
**ELLIOT LAKE**

(  
(BY \_\_\_\_\_  
(MAYOR

(  
(AND \_\_\_\_\_ (SEAL)  
(CLERK

  
**WITNESS**