



THE CORPORATION of the UNITED TOWNSHIPS of HEAD, CLARA & MARIA

AGENDA

Thursday, April 16, 2020 at 1:00 p.m.

1. Call to Order and Moment of Silence

Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long term benefit of our Municipality and those we represent.

2. Roll Call

3. Recital of the Municipal Mission and Vision Statements

4. Disclosure of Pecuniary interest & General Nature Thereof

5. Deputations/Presentations – none

6. Adoption of Minutes of previous meeting

- i. Council Minutes –
 - i. February 20th, 2020
 - ii. April 2nd, 2020 – Special Meeting
- ii. Library Board Minutes –
 - i. February 11th, 2020
 - ii. Library Board Annual Report
- iii. Recreation Committee Minutes
 - i. March 2nd, 2020
- iv. Public Works Advisory Committee Minutes
 - i. March 10th, 2020

7. Petitions and Correspondence

Information Only – (Please advise if you feel any item warrants further consideration)

- i. Request for Concession Road
- ii. Provincial Policy Statement – MMAH
- iii. Bill 156, Security from Trespass and Protecting Food – South Huron
- iv. Natural Gas Expansion Program Update – Enbridge
- v. AgriSpirit Fund – Farm Credit Canada
- vi. Solid Wood Bioheat Guide – MNRF
- vii. Aggregates of Ontario Provincial Standards – MNRF
- viii. MPAC – Postponing the 2020 Assessment Update

8. Mayor's Report

- Report 20/04/16/801 – Mayor Debbi Grills

9. Staff Reports - none

10. Unfinished Business –

- Report 20/04/16/1001 - Grading Tender
- Report 20/04/16/1002 – Website Upgrade

11. Addendum (New Business) –

- Report 20/04/16/1101 – HCM Service Delivery Review Tender
- Report 20/04/16/1102 – Preliminary Budget
- Report 20/04/16/1103 – Clerk-Treasurer AMCTO
- Report 20/04/16/1104 – Summer Maintenance Contract
- HCM Pandemic Response Plan (COVID-19)

12. By-Laws –

- To Appoint a Clerk-Treasurer - #2020-06

13. Closed Session –

- Report 20/02/20/1302 - Clerk Treasurer PA

14. Questions and Answers

15. Confirmation of Proceedings By-law # 2020-07

16. Adjournment

Note* Alternate formats and communication supports are available on request.

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.

HCM Vision: Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

Minutes of February 20, 2020

Minutes of a regular meeting of Council held on Thursday, February 20th, 2020 at 1:00 p.m. in the Municipal Hall.

1. CALL TO ORDER & MOMENT OF SILENT REFLECTION – Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long term benefit of our Municipality and those we represent.

2. ROLL CALL – The following persons were present: Mayor Debbi Grills, Councillors: Brent Allen, Chris Dowser, Fran Kelly-Chamberlain, and Ernie Villeneuve.

Staff: Crystal Fischer, Clerk/ Treasurer; Charlotte Toope, Acting Clerk/ Treasurer
Members of the public.

Absent/Regrets:

3. RECITAL OF THE MUNICIPAL MISSION AND VISION STATEMENTS – Councillor Kelly-Chamberlain

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.

HCM Vision: Providing a healthy, connected and sustainable community teeming with possibilities for our citizens now and into the future.

4. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF – none

5. DEPUTATIONS/PRESENTATIONS – Dick Rabishaw, Board Chair and Janna Hotson, Chief Nursing Executive– Deep River and District Hospital, Four Seasons Lodge, North Renfrew Family Health Team. See page six for notes.

6. ADOPTION OF MINUTES OF PREVIOUS MEETINGS (INCLUDING COMMITTEES)

Resolution No.: 20/02/20/001

Moved by Councillor Villeneuve and seconded by Councillor Allen

BE IT RESOLVED THAT the minutes of the regular meeting of January 16th, 2020 be accepted as presented.

Carried Unanimously

Minutes for information only -

- Library Board Minutes –
 - i. January 7th, 2020
- Recreation Committee Minutes
 - i. February 6th, 2020
- Public Works Advisory Committee Minutes
 - i. January 14th, 2020
 - ii. February 11th, 2020

Resolution No.: 20/02/20/1001

Moved by Councillor Dowser and seconded by Councillor Kelly-Chamberlain

BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria does hereby amend the agenda to include discussion of the Acting Clerk-Treasurer's contract in closed session under agenda item #13.

Carried Unanimously

Resolution No.: 20/02/20/006

Moved by Councillor Allen and seconded by Councillor Villeneuve

WHEREAS Council has been provided with the following recommendations from the Public Works Advisory Committee:

- Obtain firm pricing for supply and installation of street lights at the six intersections deemed to be priority by the committee (would include a fee payment to Hydro One for a site plan and estimates)
- Obtain pricing for power at Old Mackey Park for either hydro power installed to a locked panel in the pavilion (may include a fee for Hydro One site visit) or a diesel emergency generator mounted on a trailer for mobility
- Investigate and provide a proposal on updating the list of municipal roads and the frequency of their maintenance in order to assist in better determination of appropriate levels of services and potential for cost savings.

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria does hereby accept the recommendations of the committee;
AND FURTHER directs the committee to take the lead on recommendations outlined above, with assistance from staff as needed.

Deferred

Action: Clerk to research cost of having hydro complete site visits to provide an estimate for streetlight installation.

7. CORRESPONDENCE & PETITIONS

Petitions - none

Correspondence

- i. County of Renfrew – Public Health Modernization
- ii. Town of Orangeville – Conservation Authorities
- iii. Renfrew S.A.R – Volunteer Ground Search and Rescue

Resolution No.: 20/02/20/002

Moved by Councillor Allen and seconded by Councillor Villeneuve

WHEREAS Council has received a written request for support in starting a volunteer search and rescue team to serve Renfrew and Nipissing County areas;

AND WHEREAS Council recognizes the need and value in having a local, trained, certified and insured volunteer search and rescue team;

THEREFORE BE IT RESOLVED THAT The Council of the United Townships of Head, Clara and Maria does hereby support the Renfrew S.A.R project

AND FURTHER would support cross training and provide access to facilities for training;

AND FURTHER would give consideration to supporting fundraising at community events.

Carried Unanimously

- iv. City of Sarnia – OPG's Deep Geologic Repository Project
- v. Employment and Social Development Canada – Canada Summer Jobs

Resolution No.: 20/02/20/003

Moved by Councillor Allen and seconded by Councillor Villeneuve

WHEREAS Employment and Social Development Canada has opened its annual call for applications for Canada Summer Jobs 2020;

AND WHEREAS Council sees the value in hiring a summer student;

THEREFORE BE IT RESOLVED THAT the Council of the United Township of Head, Clara and Maria does hereby direct staff to submit an application for funding with a maximum contribution of \$2500 from Council funding.

Carried Unanimously

- vi. Blue North Studios – Website Upgrade Quote

Action: Clerk to obtain additional information and quotes.

- vii. McIntosh Perry – Highway 17 Culvert Improvements

- viii. Fred Dean – “User Friendly” Webinars

Action: Acting Clerk-Treasurer to register for Webinar 20-1 if it does not conflict with regular scheduling.

8. MAYOR'S REPORT

- Report 20/02/20/801 – Mayor Debbi Grills

8. STAFF REPORT - none

9. FINANCIAL REPORTS - none

10. UNFINISHED BUSINESS

- Report 20/02/20/1001 - Resolution for Blue Box Transition

Resolution No.:20/02/20/004

Moved by Councillor Villeneuve and seconded by Councillor Allen

WHEREAS the amount of single-use plastics leaking into our lakes, rivers, waterways is a growing area of public concern;

WHEREAS reducing the waste we generate and reincorporating valuable resources from our waste stream into new goods can reduce GHGs significantly;

WHEREAS the transition to full producer responsibility for packaging, paper and paper products is a critical to reducing waste, improving recycling and driving better economic and environmental outcomes;

WHEREAS the move to a circular economy is a global movement, and that the transition of Blue Box programs would go a long way toward this outcome;

WHEREAS the United Townships of Head, Clara and Maria is supportive of a timely, seamless and successful transition of Blue Box programs to full financial and operational responsibility by producers of packaging, paper and paper products;

AND WHEREAS the Association of Municipalities of Ontario has requested municipal governments with Blue Box programs to provide an indication of the best date to transition our Blue Box program to full producer responsibility;

THEREFORE BE IT RESOLVED THAT the United Townships of Head, Clara and Maria would like to transition their Blue Box program to full producer responsibility DATE (between January 1, 2023 and December 31, 2025);

AND THAT this decision is based on the following rationale: our collection contract for Blue Box material expires December 31, 2024 and our processing contract for Blue Box material also expires December 31, 2024;

AND THAT the Municipality would be interested in providing collection services to Producers should we be able to arrive at mutually agreeable commercial terms.

AND FURTHER THAT any questions regarding this resolution can be directed to the Municipal Clerk at 613-586-2526 or at clerk@headclaramaria.ca.

AND FURTHER THAT the resolution be forwarded to the Association of Municipalities of Ontario and the Ontario Ministry of the Environment, Conservation and Parks.

Deferred

- Report 20/02/20/1002 - Boat Launch Tender Documents

Moved by Councillor Villeneuve and seconded by Councillor Allen

Resolution No.:20/02/20/005

WHEREAS Council has been provided with Municipal Boat Launch Tender documents for review and input;

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria does hereby direct staff to advertise the tender documents for Municipal Boat Launch Repairs.

Carried Unanimously

- Report 20/02/20/1003 - AMP It Up 2.0 Municipal Action Plan – for information only.

11. ADDENDUM (NEW BUSINESS)

- Report 20/02/20/1101 - Council 2019 Expenses

Moved by Councillor Kelly-Chamberlain and seconded by Councillor Dowser

Resolution No.:20/02/20/007

WHEREAS under the Municipal Act, 2001, the Treasurer of each municipality shall in each year provide to the Council of the municipality, an itemized statement of remuneration and expenses paid in the previous year to each member of Council in respect of his or her services as a member of the council;

THEREFORE BE IT RESOLVED THAT the Statement of Expenses for Council for the year 2019 totaling \$26,246.66 be accepted as presented.
Carried Unanimously

- Report 20/02/20/1102 - MAP at County of Renfrew

Moved by Councillor Kelly-Chamberlain and seconded by Councillor Dowser
Resolution No.:20/02/20/008

WHEREAS the Acting Clerk-Treasurer has been offered a position in the Municipal Administration Program – Unit Three at the County of Renfrew

AND WHEREAS Council sees the value in Municipal Financial Management Training for the Acting Clerk-Treasurer;

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria does hereby authorize the enrollment and payment for MAP – Unit Three through the County of Renfrew at a cost of \$500.00

AND FURTHER does hereby agree to reschedule the regular meeting of Council of May 21, 2020 to May 20, 2020 and the regular meeting of Council of June 18, 2020 to June 17, 2020 as they are conflicting with scheduled training dates.

Carried Unanimously

- Report 20/02/20/1103 - Compression Brake By-Law

Moved by Councillor Dowser and seconded by Councillor Kelly-Chamberlain
Resolution No.:20/02/20/009

WHEREAS Council directed Staff to research the feasibility of a Compression Brake By-Law for the United Townships of Head, Clara and Maria;

AND WHEREAS Staff's recommendation is to not adopt a by-law as there would be no enforcement of a by-law related to the restriction of compression brakes in Head, Clara and Maria;

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria does hereby direct staff to not proceed with creating a Compression Brake By-Law at this time.

Carried Unanimously

- Report 20/02/20/1104 - Public Salary Disclosure – for information only

- Report 20/02/20/1105 - Grading Tender Documents

Action: Clerk to proceed with recommendations from PWAC committee listed in Report# 20/02/20/1105.

12. BY-LAWS

- Report 20/02/20/1101 – Council Remuneration By-Law 2020-01

Resolution No.:20/02/20/010

Moved by Councillor Kelly-Chamberlain and Seconded by Councillor Dowser

WHEREAS By-Law # 2020-01 being a by-law to provide for the payment of remuneration to members of council while carrying out their duties is presented to Council for approval with item number two, benefits, removed from page one;

THEREFORE BE IT RESOLVED THAT By-Law 2020-01 be read a third time and passed this 20th day of February 2020.

Carried Unanimously

13. CLOSED SESSION

Resolution No.: 20/02/20/011

Moved by Councillor Kelly-Chamberlain and Seconded by Councillor Dowser

WHEREAS the Municipal Act allows for closed meetings under section 239(2)(b);

THEREFORE BE IT RESOLVED THAT this meeting go into an in camera session at 3:33 p.m. to discuss personal information about identifiable individuals including municipal or local board employees.

Carried Unanimously

Resolution No.: 20/02/20/012

Moved by Councillor Dowser and Seconded by Councillor Kelly-Chamberlain

WHEREAS Council went into closed session to discuss personal information about identifiable individuals including municipal or local board employees;

THEREFORE BE IT RESOLVED THAT this meeting come out of closed session at 4:39 p.m. and the public portion of the meeting continue.
Carried Unanimously

13. BUSINESS ARISING FROM CLOSED SESSION

Resolution No.: 20/02/20/1002

Moved by Councillor Villeneuve and Seconded by Councillor Allen

BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria does hereby agree to not add medical marijuana coverage to the insurance benefits package.

Carried Unanimously

Resolution No.: 20/02/20/013

Moved by Councillor Kelly-Chamberlain and Seconded by Councillor Dowser

WHEREAS Council was provided Report#20/02/20/1301 concerning tax sale registration fee reimbursements;

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria does hereby direct staff to reimburse zero per cent of the tax sale registrations fees.

Carried Unanimously

14. QUESTIONS AND ANSWERS

- There is concern regarding volunteer drivers under the NHSP and a resident falling.

Action: Clerk to look into insurance to see if it is covered.

- Budget – will go to Council at March meeting.
- There has been a request of the Mayor for congratulatory letters for milestones – upon request only.
- Senior of the Year – free program, deadline is April. Mayor Grills is offering to take the lead in advertising and accepting nominations. Council is in agreement.
- “Take a Break” sign relocation is causing similar issues for the property owner who is now closest to the sign.

Action: Clerk to contact MTO as request sign to be relocated, to an area not in close proximity to private property if possible.

15. CONFIRMATION OF PROCEEDINGS

Resolution No.:20/02/20/014

Moved by Councillor Kelly-Chamberlain and seconded by Councillor Dowser

BE IT RESOLVED THAT By-Law 2020-03 being a by-law to confirm proceedings of the Council of the United Townships of Head, Clara & Maria at its meeting held on Thursday February 20, 2020 be read a first time short and passed.

Carried Unanimously

16. ADJOURNMENT

Resolution No.: 20/02/20/015

Moved by Councillor Dowser seconded by Councillor Kelly-Chamberlain

BE IT RESOLVED THAT this meeting adjourn at 5:06 p.m. to meet again on Thursday, March 19, 2020 at 1:00 p.m.

Carried Unanimously

MAYOR

CLERK

Deputation

Dick Rabishaw, Board Chair and Janna Hotson, Chief Nursing Executive– Deep River and District Hospital, Four Seasons Lodge, North Renfrew Family Health Team.

Physician Recruitment - HCM has been long contributor of physician recruitment. Previously the annual cost was \$30, 000 spilt between three municipalities, based on population. Currently, the board is requesting that the total amount increase to \$50, 000 in efforts to assist with physician shortages in our area. The hospital has had good success with military physicians for coverage, however there are still gaps, and is now requesting the additional funds to fill these gaps.

Money is used towards recruiting physicians. The board appreciates Head, Clara and Maria's support.

Letter of Support - Looking for a letter of support to be sent to Minister of Long Term Care for the application of an expansion of The Four Seasons Lodge Long-Term Care Facility. Letter will be forwarded to the Clerk.

Non Urgent Patient Transport – paramedic services completes hospital transfers for patients referred to as “stretcher patients”, who cannot sit up/ move; typically for additional testing, scanning, treatment etc. Paramedic services have decreased – in the past, three to four ambulances were available. Now, it is currently down to one ambulance available per day for the whole County of Renfrew and the results of the decrease are being seen on the system. If patients cannot get transported for testing or treatment, they have to stay in hospital longer and eventually the paramedic service has to be used as urgent transport if they are not getting proper treatment.

There is no private transport in our area. Care for is a great resource, but the patients must be able to sit up – and there service cannot be used for stretcher patients. Once a patient is admitted to the hospital, the hospital is responsible for transfer – fees can be upwards of \$750 one way for stretcher transport.

Currently working towards a solution, taking into consideration our location and the challenges it presents. Wanting to raise awareness of the issue.



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

Minutes of April 2, 2020

Minutes of a special meeting of Council held on Thursday, April 2nd, 2020 at 1:00 p.m. in the Municipal Hall.

1. CALL TO ORDER & MOMENT OF SILENT REFLECTION – Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long term benefit of our Municipality and those we represent.

2. ROLL CALL – The following persons were present: Mayor Debbi Grills, Councillors: Brent Allen, Chris Dowser, Fran Kelly-Chamberlain, and Ernie Villeneuve.

Staff: Charlotte Toope, Clerk-Treasurer

Absent/Regrets: None

3. RECITAL OF THE MUNICIPAL MISSION AND VISION STATEMENTS – Councillor Dowser

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.

HCM Vision: Providing a healthy, connected and sustainable community teeming with possibilities for our citizens now and into the future.

4. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF – None

5. BY-LAWS

- By-Law 2020-04 to amend Procedural By-Law 2019-09

Resolution No.:02/04/20/001

Moved by Councillor Dowser and Seconded by Councillor Allen

THEREFORE BE IT RESOLVED THAT By-Law 2020-04 being a By-law to amend By-law #2019-09 Procedural By-law be read a first, second and third time passed.

Carried Unanimously

6. CONFIRMATION OF PROCEEDINGS

Resolution No.:02/04/20/002

Moved by Councillor Villeneuve and seconded by Councillor Kelly-Chamberlain

BE IT RESOLVED THAT By-Law 2020-05 being a by-law to confirm proceedings of the Council of the United Townships of Head, Clara & Maria at its meeting held on Thursday, April 2, 2020 be read a first time short and passed.

Carried Unanimously

16. ADJOURNMENT

Resolution No.: 02/04/20/003

Moved by Councillor Villeneuve seconded by Councillor Dowser

BE IT RESOLVED THAT this meeting adjourn at 1:16 p.m. to meet again on Thursday, April 16, 2020.

Carried Unanimously

MAYOR

CLERK

Head, Clara and Maria Public Library Board Meeting Minutes

A Regular Meeting held on **2020, February 11** was called to order at 10:00 a.m.

1. Roll Call

Designation	Name	P	A	E	Designation		P	A	E
Chair	Marlene Gibson	X			Member	Gay Baribeau	X		
Member	Catherine Sutherland	X			Member	Fran Kelly - Chamberlain	X		
Member	Betty Condie			X	CEO	Judy Zilney	X		

2. Pecuniary Interest: None

3. Approval of Agenda:

Resolution #1: Moved by Gay Baribeau, Seconded by Fran Kelly-Chamberlain. Be it resolved that the agenda for February 11, 2020 be accepted as presented.
CARRIED

4. Approval of Minutes of Previous Meeting:

Resolution #2: Moved by Gay Baribeau. Seconded by Catherine Sutherland. Be it resolved that regular minutes for January 7, 2020 be accepted as presented.
CARRIED

5. Business Arising from the Minutes: None

CEO Report Circulation Report for January 2020

Type	Amount
DVDs/CD	10
Junior Fiction/YA	18
Adult	25
Periodicals	1
Total Circulation	54

The report to the Office of the Information and Privacy Commissioner of Ontario has been submitted.

I participated in a webinar discussing changes to the Annual Survey document. The form has an increased user friendly approach to information gathering with examples of data required and where it should be entered.

The DVD Pool has been exchanged. This provides approximately 80 titles for our patrons to enjoy. The Pool will be exchanged again in May.

The Library Annual Report will be completed for your review at the March meeting.

6. **Report of The Chair:** No report at this time.
7. **Financial Reports: General Ledger** for period 2019-01-01 to 2019-10-31 was presented. **Resolution #3:** Moved by Fran Kelly-Chamberlain and seconded by Gay Baribeau that the General Ledger be accepted as presented. CARRIED.
Revenue and Expense Account for period ending 2019-10-31 and **Payment Register** as of 2019-11-05 was presented. **Resolution # 4:** Moved by Fran Kelly-Chamberlain and seconded by Gay Baribeau that the Revenue and Expense Account and Payment Register be accepted as presented. CARRIED.
8. **Correspondence:** None at this time.
9. **Policies:** None at this time.
10. **New Business:** None to discuss at this time.
11. **Reports of Projects:** The “Open Sesame” Poker Run Meal was provided by the library board as a fundraising activity. This resulted in a profit of \$802.19 for the library. Catherine Sutherland presented a summary of the sales. This data will be used for future planning of this event.
Computer updating was started with still some work to be completed.
12. **Questions and Answers:** request for the Clerk to attend our next meeting to provide an explanation of the library bank account charges.
13. **Action Items:** Place a suggestion box in the Library for patron suggestions, Magnetic shelf labels, securing shelving in the storage pantry, suggestion box for library patron input and library annual report.
14. **Adjournment:** **Resolution # 5:** It was moved by Catherine Sutherland, Seconded by Fran Kelly-Chamberlain that the meeting by adjourned at 11:48 a.m. to meet again on Tuesday, March 10, 2020 at 10:00 a.m. CARRIED.

Chair – Marlene Gibson

CEO – Judy Zilney

Head, Clara and Maria Public Library Annual 2019 Report

Mission

Head, Clara and Maria Public Library exists to promote intellectual growth and improvements in the quality of life through library materials and services that meet the unique needs of this widely dispersed rural community.

Our public library with the support of the municipality provide the way to meet our Mission. The board members are Marlene Gibson, Chair, Fran Kelly-Chamberlain, Betty Condie, Catherine Sutherland and Gay Baribeau.

This year started with two changes to our group. Gay Baribeau, joined as the newest member of our Library board and I also joined the team as the CEO.

We had a total circulation of approximately 1,000 items for the year. This total includes books, DVD's and magazines for the education and enjoyment of our patrons. Added to this is our online resources including our history project that is available for patron viewing.

The fundraising activities are crucial to the viability of the Library as the operating grant we receive from the government to exist is a total of \$1423.00 for the year. The municipality provides our space to operate in addition to the wage costs of the CEO at 7 hours per week. Fundraising results in approximately \$6000. Our total hard costs for the year before any DVD's or books are purchased come in at approximately \$4700. All purchases of Books, DVD's are over and above this. Purchases are made with much consideration to ensure we get the best value for our funds. The library has a reserve fund which we work very hard to keep intact as this can be used to replace, as an example, a much needed piece of equipment that our budget would not be able to support.

The Library has 6 main fundraising activities throughout the year beginning by providing a delicious meal for the January Open Sesame Poker Run which is repeated for the Bowtie Classic Poker Run in March. April brings the Spring Card Party where participants enjoy a great luncheon followed by an exciting afternoon of Bridge and Euchre. This activity is so popular that a repeat in October is always a success. June Jazaar is the place to find unique gifts and yard sale treasures. Many campers attend to get their summer reading supply! Finally in November the Christmas Vendor Market holds many special options for that Christmas gift for someone special.

As you can tell our Volunteers are the most special group of caring hardworking people. The Volunteer Dinner is held in June to show our appreciation for their time and effort they provide by serving in our library as well as the work put into the fundraising activities throughout the year. These activities support community spirit by working together having a fun time that results in such a positive outcome.

Library Week was celebrated during the week of November 5 and we hosted a tea and social for patrons enjoyment.

In closing, the focus was to provide a synopsis of our library operation which our community can be very proud of.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA
HCM RECREATION COMMITTEE

Minutes

Monday, March 2nd, 2020– 1:00 p.m.

1. Roll Call:

Committee Members: Glenn Stewart, Bonnie Stewart and Betty Condie

Council Reps: Councillor Ernie Villeneuve and Mayor Debbi Grills

Chairperson: Councillor Chris Dowser

Staff: Stephany Rauche and Crystal Fischer

Absent: Judy Zilney and Bonnie Stewart

Guests: David Balla Boudreau and Cathy Balla Boudreau

Adoption of agenda:

Moved by: Councillor Villeneuve and Seconded by: Betty Condie

Be it resolved that the agenda for March 2nd, 2020 be accepted as presented.

CARRIED

Previous meeting minutes:

Moved by: Councillor Villeneuve and Seconded by: Glenn Stewart

Be it resolved those regular minutes for February 6th, 2020 be accepted as presented.

CARRIED

2. Unfinished Business:

I. CPAN Event at OMP

The CPAN event will borrow the township's BBQs, outdoor sounds system, chaffing dishes, food thermoses and picnic tables; they will also require a bar. The CPAN committee will need help with setting up tents and tearing them down after the event. Tent set up will require someone to camp out overnight at Old Mackey Park. David will ask for council's approval to camp out overnight and have a fire pit at the park for the event. The event will prepare for approximately two hundred people. The CPAN committee is looking for about 25 - 30 volunteers to assist with food prep, serving, set-up and tear down. The RAC committee will try to find six volunteers. Cathy Balla Boudreau will take care of the advertisement.

Action:

Stephany will research if children are allowed to be in the snow fenced area where liquor sales are being held. Find Bartenders and Volunteers for Designated Drivers. Ask Terry if the municipality has a portable generator. Research if we will require portable outhouses for the number of attendees, or if the bathroom facilities at OMP will be enough. Advertise the event in the newsletter.

Action:

Cathy will come into the office to apply for the food vendor's permit; she will also take care of ticket sales.

Action:

David will create a list and present what will require approval from council at the next RAC committee meeting.

II. Magic Show

The magic show will take place on April 25th, 2020. The RAC committee will sell tickets in advance. Children 12 and under will attend at no cost, ages 12 and up will pay a fee of \$15.00 each. Tickets Sales will end on Sunday April 19th, 2020. We will host the spaghetti dinner before the show. We will need volunteers to help set up tables the day/night before, we will need someone to work the front door to collect tickets, two cooks and a volunteer to help clear and serve tables. We will open the bar.

Chris, Ernie, Debbi, Judy and Glenn are all available to volunteer for this event. The magician should arrive at 4:00p.m., we will serve dinner at 5:00 p.m. and the magic show will start at approximately 6:00p.m.

Action:

Stephany will make advertisements and tickets to be sold as soon as possible; she will bring them to Yates General Store, Rolphton Esso and the Swisha Esso to be sold. And she will purchase a roll of red checker board table covers.

III. Trail Side Café

Next year, we will add table set up to the work schedule and it will be done the day before.

3. New Business

I. Mother's Day Bingo

Action:

Stephany will move this item to unfinished business.

4. Financials – None

5. Events

March 7th – Bow Tie Classic
Bartenders: Bev and Charlie Runhke
Bartenders: Kelsey Daly & Stephany

April 18th – MLSC Appreciation Dinner
Bartenders:

April 25th – Family Magic Show
Bartenders:

May 9th – Mother's Day Bingo
Bartenders:

May 30th – Bocce Ball
Bartenders:

6. Questions and Answers:

Stephany- Can we move the September 8th, 2020 meeting to a later date?

Committee -Yes, we will move it to September 9th, 2020 at 1:00p.m.

Adjournment:

Moved by: Mayor Debbi Grills and Seconded by: Glenn Stewart

Be it resolved that this meeting adjourn at 3:53 p.m. to meet again on Monday April 6th at 1:00 p.m.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA
PUBLIC WORKS ADVISORY COMMITTEE
MINUTES

Tuesday, March 10, 2020 at 9:30 a.m.

1. Roll Call

Committee Members: David Balla-Boudreau, Andy Boissonneault, Neville Chamberlain,
Ken Giroux, John Miller, Pat McGurran, Jim Gibson

Council Reps: Mayor Debbi Grills

Staff: Charlotte Toope

Chairperson: Councillor Ernie Villeneuve

Absent: None

Guests: Earl Francoeur

2. Adoption of Minutes of previous meeting – February 11th, 2020

- Adopted

3. Unfinished Business

i. Boat Launch Tender – closing March 13th

- Several PWAC members will be having a teleconference call with a contracting company today related to questions about the tender submission.
- Work on obtaining appropriate approvals and permits is ongoing.

ii. Streetlights

- Hydro has agreed to come to HCM to view the proposed sites at no cost.
- Members of this committee will meet with Hydro to show the potential pole sites. ACTION: Clerk to arrange site visit for Thursday morning.

iii. Old Mackey Park – Power

- Council has given approval to investigate options for power to Mackey park, including a generator or adding hydro.
- ACTION: Dave Balla-Boudrea will discuss options for adding Hydro to Old Mackey Park during site visit on Thursday morning. Neville Chamberlain will investigate cost of a generator on a trailer.

- If generator is to be used for charging cell phones in emergencies it will need to have a converter.
- iv. Grading Contract Review
- Recommended to change language to remove number of hours in contract and require the tenderer to suggest the number of hours it would take to grade approximately 30 kilometers of municipal roads.
 - Deux Rivieres will be removed from the contract as no grading is required.
- v. Permanent vs. Seasonal Residents
- Deferred until field visit can be completed.
4. New Business
- i. Earl Francoeur
- Mr. Francoeur attended the meeting to provide historical information on many of the municipal roads in Head, Clara and Maria.
- ii. Grounds Maintenance Contract
- Current contract has expired. ACTION: Clerk to update contract and tender documentation based on recommendations from this committee.
5. Questions and Answers
6. Adjournment –

Next Meeting Date: April 14th, 2020 at 9:30 am

MPAC Update - Postponing the 2020 Assessment Update

Nicole McNeill <Nicole.Mcneill@mpac.ca>

Mon 2020-03-30 10:06 AM

To: hcminfocfischer@gmail.com <hcminfocfischer@gmail.com>

Good morning Debbi,

As part of the Ontario Government's Economic and Fiscal Update on March 25, the Hon. Rod Phillips, Minister of Finance, announced the Province's decision to postpone the 2020 Assessment Update.

The provincial government has indicated that property assessments for the 2021 taxation year will continue to be based on the fully phased-in January 1, 2016 current values (i.e., the same valuation date in use for 2020 taxation year).

At MPAC, we are committed to capturing new assessment to support your assessment base to the greatest extent we are able while observing provincial health and safety guidelines around physical distancing. As soon as our property inspectors are permitted to resume their work in your communities we will be out in full force.

In the meantime, we plan to explore alternate approaches to collect the necessary information to assess new construction activity. Our regular business of analyzing sales, completing tax applications and managing Requests for Reconsideration and appeals will continue, too.

While we know you are busy taking care of urgent issues in your communities right now, we will seek opportunities to consult with you about how we can best support you through this unprecedented pandemic.

If you have any questions, we are here to support you.

Nicole

Nicole McNeill
President and Chief Administrative Officer

Municipal Property Assessment Corporation (MPAC)
1340 Pickering Parkway, Suite 101
Pickering, ON L1V 0C4

United Townships of Head, Clara & Maria Council
Request for Decision

Type of Decision									
Meeting Date	Thursday, April 16, 2020				Report Date	Wednesday, April 8, 2020			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #20/04/16/1001- Grading Tender and Contract									

Subject: Grading Tender and Contract Documents

Recommendation:

That Council review the tender submissions, which will be provided in advance of the meeting.

Background/Executive Summary:

The previous grading contract expired fall 2019, and was eligible for tender in the spring of 2020. The grading tender and contract was advertised on March 20th, 2020 with a submission deadline of April 10th, 2020. At the time of this report completion the submissions have not been receive, but will be available for review at the April 16th Council meeting. The submissions will be reviewed at a virtual PWAC meeting on April 14th, 2020.

Financial Considerations/Budget Impact:

Will be dependent upon the result of the tender submissions. Potential for cost savings if fewer hours are used for “as needed” grading than a full second grade.

Others Consulted:

Public Works Advisory Committee

Attachments:

Grading Tender Bids will be provided in advance of the council meeting

Approved and Recommended by the Clerk
Charlotte Toope, Clerk-Treasurer

United Townships of Head, Clara & Maria Council
Request for Decision

Type of Decision									
Meeting Date	Thursday, April 16, 2020				Report Date	Thursday, March 12, 2020			
Decision Required	X	Yes		No	Priority		High	X	Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #20/04/16/1002 – HCM Website Upgrade									

Subject: HCM Website Upgrade

Recommendation:

To proceed with website upgrade using current service provider, Blue North Studios, once HCM Service Delivery Review has been completed and recommendations are presented (see report #20/03/19/1101).

Background/Executive Summary:

At the February 20, 2020 Council meeting the Clerk was directed to investigate the cost of a website upgrade for the municipal website (www.townshipsofheadclaramaria.ca). The current service provider, Blue North Studios, uses a service (Capstone) to manage the content on the website. This content management service is specific to Blue North Studios, which means it cannot be transferred to another web developer and using a different company would require a complete website rebuild. This means the cost difference will be significant if we are to work with a different company as it would require additional time and resources.

Given that HCM will be undergoing a Service Delivery Review, it is recommended that website upgrades not take place until recommendations from this review are presented as there may be opportunities to utilize our website to improve the services we delivery to HCM residents.

Financial Considerations/Budget Impact:

Company	Outcome	Cost
Blue North Studios	Website Update	Maximum of \$1,500 for upgrade Website hosting fee of \$34.95/mo
Floating Point	Website Rebuild	\$11,500 for rebuild Website hosting fee of \$39.99/mo

\$1,500 has been tentatively allocated for the website upgrade in the 2020 budget.

Others Consulted:

None

Attachments:

Blue North Studios Quote
 Floating Point Estimate

Approved and Recommended by the Clerk
Charlotte Toope, Clerk/Treasurer

BLUE NORTH STUDIOS

340 BALDWIN STREET
RENFREW, ON K7V2B7



UPGRADE/RE-DEVELOPMENT QUOTE

PREPARED FOR

The United Townships of Head, Clara & Maria

PREPARED

DATE

Jan 17, 2020

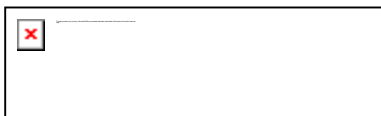
Attn: Crystal Fischer
15 Township Hall Road
Stonecliffe, Ontario, Canada
K0J 2K0

	FEES
<p>Upgrade/re-development of the website www.townshipsofheadclaramaria.ca using the capstone content management system on the public web platform.</p> <p>Re-development includes:</p> <ol style="list-style-type: none">1. Unlimited sequential revisions until satisfied.2. Transfer of all existing content from the current website.3. Addition of any new content/or re-organization of existing content. <p>Re-development will:</p> <ol style="list-style-type: none">1. Conform to WCAG 2.0 (Level AA)2. Conform to W3C HTML 53. Be responsive to all screens and devices4. Be mobile friendly	<p>24H @ 55/hour \$1320.00</p>
<p>WEBSITE HOSTING</p> <ul style="list-style-type: none">● SSL certificate (https:// on all pages)● Daily backups	<p>\$34.95 per month</p>

* All costs include HST

Crystal Fischer

From: Clair Kimmett <ckimmett@floating-point.com>
Sent: March 6, 2020 2:49 PM
To: Crystal Fischer
Subject: RE: Strategic Plan and Your Website



Hi Crystal and Charlotte,

Typically, we provide a quotation that provides details on our process, site architecture including details, site features and optional features as well as samples of our work and references.

Since your request was just for a price this is what we have provided.

Scope of Work

- Discovery Session to Determine Scope of Project
- Development of Site Architecture
- Design of two responsive home page draft concepts (fully rendered and clickable with home page, several content pages, mobile version and desktop). Presentation of logic for each along with link to share with others. Revisions made to one or both concepts as needed to finalize design.
- Creation of 40-50 content pages (including implementation of .pdf files for minutes, etc).
- Custom Interactive Calendar (see Centretown CHC - <https://www.centretownchc.org/program-calendar/> and Kingston CHC - <https://kchc.ca/events-calendar/?eventTypes=&locations=&max=2020-02-24T04%3A59%3A59.108Z&min=2020-01-23T05%3A00%3A00.108Z> for examples.
- Testing and Deployment
- WordPress Content Management with up to 2 training sessions on how to use it.
- Use of Our Getty Image Library if desired.

Price

\$11,500

Invoicing 30% at project launch, 30% at an agreed upon milestone and 40% upon completion of project. Terms Net 30.

Hosting

Floating-Point provides secure, hardened Linux PHP based hosting on Intel® Xeon® E5-2620V3 (6 Core) 2.4GHz processors with 64 GB RAM. Hardware, network connectivity and support services (climate control, backup power, etc.) are provided by Canadian Web Hosting at their datacenter in Toronto, Ontario.

\$39.99 per month on an annual basis.

Please confirm receipt of my email message and if you have any questions please advise me.

Best regards,

Clair Kimmett
Sales & Marketing Director
www.floating-point.com
Toll-Free: (800) 866.7409

From: Crystal Fischer <crystal@headclaramaria.ca>
Sent: Friday, March 6, 2020 10:03 AM
To: Clair Kimmett <ckimmett@floating-point.com>
Subject: Re: Strategic Plan and Your Website

United Townships of Head, Clara & Maria Council

Request for Decision

Type of Decision									
Meeting Date	Thursday, April 16, 2020				Report Date	Wednesday, March 11, 2020			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #20/04/16/1101 – HCM Service Delivery Review/Modernization Grant									

Subject: HCM Service Delivery Review/Modernization Grant

Recommendation:

To review the HCM Service Delivery Review Tender and provide recommendations to the Clerk.

Background/Executive Summary:

On March 2, 2020 notification was received that HCM was approved for up to \$40,000 through the Municipal Modernization Program, the purpose of which, is for municipalities to find smarter, more efficient ways to provide services. This announcement was in response to an expression of interest that was submitted in November 2019 to this program. The intent of the submission was to apply for funding for a Service Delivery Review in HCM, which will review the municipalities current services and processes to identify areas of improvement, increase efficiencies and identify cost saving opportunities. This review will incorporate a line by line review of the municipal budget. The third party review will also incorporate an overview of administrative processes to provide information that was lacking in the Organizational Review completed in 2019, which did not consider service delivery.

The expected outcome of the proposed review is to be provided with specific, actionable recommendations for cost savings and improved efficiencies. These recommendations must take into consideration all factors of our municipality and be reasonable for implementation.

Based upon the specifications in the expression of interest, a tender has been developed and should be advertised as soon as possible to complete the Service Delivery Review on schedule and deliver the final report to the Ministry of Municipal Affairs and Housing by the due date of September 18th, 2020.

Due to the impact of COVID-19, there may be changes to the timelines for this review.

Financial Considerations/Budget Impact:

Approval for up to \$40,000 through the Municipal Modernization Funding.

Others Consulted:

None

Attachments:

- HCM Service Delivery Review Tender Documents
- MMAH Funding Approval Letter

Approved and Recommended by the Clerk
Charlotte Toope, Clerk/Treasurer

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Head, Clara, Maria Service Delivery Review
REQUEST FOR TENDER DOCUMENTS

RfT 2020-04

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender Closing Date: , 2020

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

TABLE OF CONTENTS

Request for Tender Documents1

Table of Contents2

Tender Document Instructions.....3

1.0 Interpretation.....3

2.0 General3

3.0 Alterations or Withdrawal of Tenders5

4.0 Unbalanced Tenders and Discrepancies5

5.0 Acceptance or Rejection of Tenders5

6.0 Agreement Award Procedures5

7.0 Tender Opening6

8.0 Requirement at Time of Execution6

Form of Tender Documents8

1.0 Bidder’s Check List.....9

2.0 Form of Tender - Identification.....10

3.0 Form of Tender – Total Bid11

4.0 Tender Summary.....12

5.0 Contractor’s Tender Statement14

6.0 Attestation15

Schedule “A” - Summary of Experience in Similar Jobs.....16

Schedule “B” – Qualifications of Staff in this Job.....16

Tender Submission Signature Page17

Statutory Declaration re: Tender18

TENDER DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “addendum” includes all additions, modifications, changes or deletions to the original tender or contract documents and will be forwarded to each firm or individual who is in receipt of a tender document package.
- 1.2 “contract documents” or “tender documents” include all pages of this tender package in addition to the contract documents attached.
- 1.3 “non-qualified agreement” means an agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.4 “tenderer” or “bidder” means the applicant completing this tender for consideration by the Municipality.
- 1.5 “Township” or “Municipality” or “Owner” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.

2.0 GENERAL

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Charlotte Toope, Clerk/Treasurer (613) 586-2526, fax (613) 586-2596, email clerk@headclaramaria.ca. Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Toope.
- 2.2 The tender documents must be received by the Municipality by 12:00 h on the closing date, , 2020. Under no circumstances will Tenders be considered which are received after the local time on the advertised closing date for Tender.
- 2.3 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.4 All items must be bid unless the tender specifically permits otherwise, with the price for every item and other entries clearly shown.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.

- 2.6 Each Tender shall state the Fixed Price/prices for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- 2.7 All prices (unless otherwise specifically requested in the Tender Documents) shall be “Work Completed” prices, and shall be understood to include all materials, labour and other expenses including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned. Unit prices shall apply to additions to or deductions from the Contract as directed by the Municipality.
- 2.8 The tender form must be signed, where indicated, by an authorized official of the Company, Firm or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.9 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.10 Faxed tender submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.11 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder’s signature to the Clerk. Due to security, facsimile transmissions or telephone calls will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will

correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.

- 4.2 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected.
- 4.3 Applicants whose bids have been rejected by the Municipality will normally be notified via mail within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any tender may not necessarily be accepted.** Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.
- 5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the tender closing.
- 6.2 Notice of acceptance of tender will be by fax or email.
- 6.3 The successful bidder may commence work at the site immediately upon notification from the Clerk that work may begin.

6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract.

6.5 The Municipality may then award the Contract to one of the other bidders, or take such action as it chooses.

7.0 TENDER OPENING

7.1 Tenders shall be opened at the Municipal office at 2:15 p.m. on the same day that the tender closes. The Total tender price only in the Form of Tender shall be announced for each tender opened.

7.2 No announcement concerning the successful Tender shall be made until a complete tender report and analysis is completed by staff and if applicable (as per our Procurement By-Law), approved by Council.

8.0 REQUIREMENTS AT TIME OF EXECUTION

8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

8.1.1 Insurance Documents (Valid Certificate of Insurance)

8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.

8.2 Upon acceptance of tender by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.

EXTERIOR COMMUNITY CENTRE UPGRADES - FORM OF TENDER DOCUMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Head, Clara, Maria Service Delivery Review
FORM of TENDER DOCUMENTS
RfT 2020-04

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender closing Date: , 2020 @ 12:00 h,

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

Name of firm or individual (hereafter referred to as the "Contractor")

Address

Name of person with signing authority (printed and signed)

Office of person signing for firm

Phone number

Fax number

Other

HCM SERVICE DELIVERY REVIEW - FORM OF TENDER DOCUMENTS

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. ____
- 2.0 Seal been affixed. ____
- 3.0 The complete written Form of Tender has been enclosed. ____
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. ____
- 5.0 Signed copy of Bidder's Check List has been enclosed. ____

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.

Signature

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by _____ residing at (or place of
(name of tenderer)

business) _____ and
(home or business address)

_____ residing at (or place of business)
(name of partner, if applicable)

_____ comprising the firm
(home or business address)

of _____ a company duly
(company/firm name)

incorporated under the laws of _____ or being a
(province/country)

sole proprietor _____ and having its head office at
(business name)

_____ hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We _____ have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # _____ *, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of _____ dollars plus HST.

(\$ _____ plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number _____

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the cost associated with completion of the following briefly outlined criteria:

PROCESS:

The proposed third party review will incorporate an overall review of the municipality's current services and processes to identify areas of improvement in efficiencies and cost-savings. The review will incorporate a line by line review of the municipal budget which will provide information and direction on the review of service delivery and opportunities. This third party review will provide an opportunity to realize efficiency and cost savings needed to better align our rural township with similar municipalities. The proposed third party review will also incorporate an overview of administrative processes to reduce costs.

This process means asking the following ten questions:

1. Do we really need to continue to be in the business/service?
2. What do citizens expect of the service and what outcomes does council want for the service?
3. How does current performance compare to expected performance?
4. Do the activities logically lead to the expected outcomes?
5. How is demand for the service being managed?
6. What are the full costs and benefits of the service?
7. How can benefits and outputs of the service be increased?
8. How can the number and cost of inputs be decreased?
9. What are the alternative ways of delivering the service?
10. How can a service change best be managed, implemented and communicated?

To answer these questions, you need to engage citizens and other stakeholders (such as municipal staff) to ensure that your choices are informed by their goals and values. Feedback from these groups represents an indispensable resource.

OUTCOME:

Development of a final draft report and presentation to Council and Clerk/Treasurer by September 1st, 2020, which will include; specific and actionable recommendations for

HCM SERVICE DELIVERY REVIEW - FORM OF TENDER DOCUMENTS

cost savings and improved efficiencies. These recommendations must take into consideration all factors of our municipality and be reasonable for implementation and must be in alignment with Municipality Strategic Plan and Mission and Vision Statements. Final draft report must take into consideration the Guide to Service Delivery Review for Municipal Managers (www.mah.gov.on.ca/Asset1211.aspx) published by the Ministry of Municipal Affairs and Housing.

ESTIMATED TOTAL COST OF LABOUR \$ _____ + HST

ESTIMATED TOTAL COST OF MATERIALS \$ _____ + HST

TENDERER'S STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around _____
- ◆ The entire project is to be Substantially Completed by _____
- ◆ The tender will be valid for a period of 30 days after the date of closing of Tenders – _____, but will likely be awarded by _____.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the “time of Completion” in accordance with the project schedule from the date of the written order to commence work.

HCM SERVICE DELIVERY REVIEW - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE

HCM SERVICE DELIVERY REVIEW - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at _____ this _____ day of _____, 2020.

Contractor signature

Position/Title

Signature of Witness

Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STATUTORY DECLARATION RE: TENDER

Country of Canada
of Ontario
County of Renfrew

(IN THE MATTER of a Proposed Province
(Contract for the construction of:
(Mackey and Deux Rivieres Boat Launch
Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, _____ DO SOLEMNLY SWEAR THAT the
several matters stated in the foregoing Tender are in all respects true, AND
_____ make this solemn declaration,
conscientiously believing it is to be true, and knowing that it is of the same force and
effect as if made under oath, and by virtue of "*The Canada Evidence Act*".

DECLARED before me at

The _____ of _____ in the County of

Renfrew this _____ day of _____ 2020.

Tenderer

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the
Declaration with this tender may result in the tender being ruled informal and invalid by the
Owner.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des Affaires
municipales et du
Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél.: 416 585-7000



MIN-234-2020-510

March 2, 2020

Your Worship
Mayor Debbi Grills
United Townships of Head, Clara and Maria
debbi.grills@gmail.com

Dear Mayor Grills,

Thank you for your municipality's submission to the Municipal Modernization Program and for your commitment to find smarter, more efficient ways to operate. I am pleased to advise that the Government of Ontario has approved funding of up to \$40,000.00 towards your project *HCM Service Delivery Review* for the cost of an independent third-party reviewer to deliver a final report by September 18, 2020 (extended from June 30, 2020).

The Municipal Modernization Program is an important part of our government's plan to help municipalities lower costs and improve services for local residents and businesses over the long term. The review project being undertaken by your municipality is an important step toward achieving Ontario's goal of helping municipalities deliver efficient, effective, modern services that meet the evolving needs of our communities.

A transfer payment agreement is required to provide funding for the project. Ministry staff will be in touch with your staff shortly to finalize the transfer payment agreement and work through details of funding implementation. Should you have any questions, please feel free to contact your Municipal Services Office, or the ministry at municipal.programs@ontario.ca.

Congratulations on this funding approval. I extend my best wishes as we work together to modernize service delivery and focus spending on vital programs and services.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c. Crystal Fischer, Clerk-Treasurer, United Townships of Head, Clara and Maria
The Honourable John Yakabuski, MPP, Renfrew—Nipissing—Pembroke

United Townships of Head, Clara & Maria Council

Request for Decision

Type of Decision									
Meeting Date	Thursday, April 16, 2020				Report Date	Thursday, March 12, 2020			
Decision Required		Yes	X	No	Priority	X	High		Low
Direction		Information Only		X	Type of Meeting	X	Open		Closed
Report #20/04/16/1101 – Preliminary Budget Review									

Subject: Preliminary Budget Review

Recommendation:

To review the preliminary budget and provide feedback and recommendations to Clerk-Treasurer.

Background/Executive Summary:

There is potential for the 2019 “actual budget” numbers shown in the attached DRAFT Budget Report to change significantly once the 2019 audit has been completed and adjustments have been made. Given that there are still significant changes to be made, presentation of a final budget report would be premature at this time.

The purpose of the attached preliminary draft report is to give Council members an opportunity to provide input on proposed budgeted amounts for the 2020 fiscal year, as well as view preliminary potential tax rate impacts based on 2019 audit outcomes.

Financial Considerations/Budget Impact:

Others Consulted:

None

Attachments:

HCM DRAFT Budget Report

Approved and Recommended by the Clerk
Charlotte Toope, Clerk/Treasurer



The United Townships of Head, Clara & Maria

2020 Preliminary DRAFT Budget Report

Prepared By:
Crystal Fischer, Clerk-Treasurer
Charlotte Toope, Clerk-Treasurer

Date:
March 12, 2020

PROPOSED BUDGET

There are several considerations when reviewing the preliminary proposed budget:

- 1) The previous years totals are based on general categorization of revenues and expenses as per the reporting requirements of the FIR (Financial Information Return) rather than the Chart of Accounts which is used for categorizing operating revenues and expenses as well as providing Council with ongoing variance reports.
- 2) Prior year actuals are based on amounts recorded in the accounting software and have not been verified or evaluated based on audit values.

	Actual*	Proposed
	2019	2020
Expenses		
General Government	\$ 526,821.00	\$ 560,905.00
Protection & Health Services	\$ 106,465.00	\$ 106,181.00
Transportation Services	\$ 131,774.00	\$ 142,554.00
Environmental Services	\$ 46,303.00	\$ 74,575.00
Social & Family Services	\$ -	\$ -
Recreational & Cultural Services	\$ 43,753.00	\$ 70,062.00
Land Use Planning & Development		
TOTAL	\$ 855,116.00	\$ 954,277.00
Transfers to Reserves	\$ 203,410.00	
Capital Budget	\$ -	\$ -
Transfers to Deferred		\$ 42,916.00
TOTAL	\$ 203,410.00	\$ 42,916.00
Grand Total	\$ 1,058,526.00	\$ 997,193.00
Revenues		
Previous year Operating Surplus	\$ -	\$ -
Grants	\$ 399,687.00	\$ 179,265.00
Revenues	\$ 211,386.00	\$ 84,350.00
	\$ 611,073.00	\$ 263,615.00
DIFFERENCE	-\$ 447,453.00	-\$ 733,578.00
Transfers from Reserve	\$ -	\$ -
Taxation & PIL	\$ 704,449.00	\$ 661,640.00
Surplus	\$ 256,996.00	-\$ 71,938.00

How does this affect Property Taxes?

Property taxes are calculated based on established tax rates. In simple terms, tax rates are calculated by the amount of money needed as determined in the budget divided by the total assessment. Tax ratios may be applied to offset assessment reductions in a given tax class so that properties in that tax class continue to pay the same share of the assessment.

The graph below depicts the change in tax rates from 2017 to 2019 for the residential and the pipeline property classes.



The table below shows the amount of municipal tax that a residential property owner would have paid based on \$100,000 dollars of assessment and the established tax rates for 2017 – 2019.

Year	Residential Tax Rates	\$100,000 Assessment
2017	0.00256106	\$ 256.11
2018	0.00247867	\$ 247.87
2019	0.00239715	\$ 239.72

The residential tax rate for 2020 cannot be determined until the 2019 audit has been completed. However, current projections, **without any transferred revenue from 2019**, would represent an operating deficit of approximately \$72,000, which would represent a potential suggested tax rate increase of approximately 13%. However, this is an unlikely scenario as there

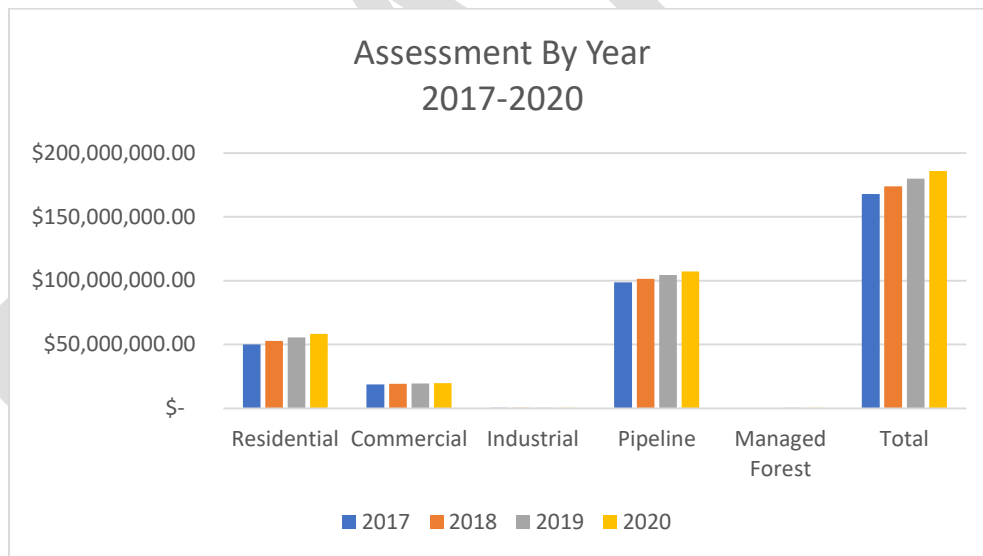
is a projected surplus in excess of \$200,000, however; this cannot be confirmed until the 2019 audit has been completed.

ASSESSMENT CHANGES

The following table summarizes property assessment by property class over a four-year period.

Year	Residential	Commercial	Industrial	Pipeline	Managed Forest	Total
2017	\$ 49,933,705.00	\$ 18,693,725.00	\$ 384,400.00	\$ 98,619,750.00	\$ 174,325.00	\$ 167,805,905.00
2018	\$ 52,770,858.00	\$ 19,075,050.00	\$ 380,007.00	\$ 101,474,500.00	\$ 232,600.00	\$ 173,933,015.00
2019	\$ 55,562,734.00	\$ 19,389,257.00	\$ 372,725.00	\$ 104,329,250.00	\$ 282,800.00	\$ 179,936,766.00
2020	\$ 58,240,700.00	\$ 19,698,200.00	\$ 372,900.00	\$ 107,184,000.00	\$ 333,000.00	\$ 185,828,800.00

NOTE: Pipeline Assessment is significant - when added together, Residential, Commercial, Industrial and Managed Forest assessment for 2020 totals \$ 78,644,800.00 which is considerably less than the Pipeline assessment. Pipeline assessment represents 58% of the overall property type in the Municipality.



Increases in assessment are largely due to the phase in of MPAC reassessments and not growth.

Breakdown of Budgeted Revenue

Revenue	Actuals	Projected
	2019	2020
General Government	\$ 177,165.00	\$ 46,500.00
Fees & Permits	\$ 2,137.00	\$ 1,650.00
Recycling	\$ 14,803.00	\$ 10,000.00
Helipad	\$ 3,500.00	\$ 3,500.00
Parks & Recreation	\$ 13,781.00	\$ 22,700.00
Totals:	\$ 211,386.00	\$ 84,350.00

Breakdown of Grants

Grants	Actual	Projected
	2019	2020
OCIF	\$ 50,000.00	\$ 50,000.00
OMPF	\$ 59,900.00	\$ 59,900.00
Transistion	\$ -	\$ -
Gas Tax	\$ 18,910.00	\$ 7,523.00
Cannabis	\$ 16,862.00	\$ -
Seniors Program	\$ 12,740.00	\$ -
Revitalization	\$ -	\$ -
Modernization	\$ -	\$ 40,000.00
Govt Transfer	\$ 203,410.00	\$ -
Canada Summer Jobs	\$ -	\$ 2,000.00
Special	\$ 37,865.00	\$ 19,842.00
Totals:	\$ 399,687.00	\$ 179,265.00

Analysis of Expense Categories

General Government

Refers to the following expenses:

- Employee wages, taxes, benefits, and related expenses. This amount is not broken down by department in accordance with privacy protection provisions of the *Municipal Freedom of Information and Privacy Protection* legislation.
- Council expenses include the established honorarium as per the Remuneration Bylaw, mileage, resource material and an allowance for Integrity Commissioner Advice and/or legal opinions.
- General administration expenses include:
 - Audit Costs
 - Communication, Computer Software and Internet Costs

- Legal Expenses
- Insurance
- Building Operating and Maintenance Costs

	Actuals 2019	Proposed 2020
General Government		
Payroll & Payroll Expenses	\$ 307,206.00	\$ 347,105.00
Council Expenses	\$ 54,142.00	\$ 51,500.00
General Administration	\$ 139,139.00	\$ 162,150.00
Health & Safety	\$ 155.00	\$ 150.00
Tax Sale	\$ 26,179.00	\$ -
	\$ 526,821.00	\$ 560,905.00

Health and Protection Services

Legislation requires municipalities to provide specific services related to public and personal safety. These include:

- Fire Prevention - includes cost for annual fire agreement with the Ministry of Natural Resources and Forestry, smoke alarm and other fire safety programs.
- Policing - contracted to the Ontario Provincial Police
- Emergency Management – annual training and education to meet compliance requirements under the Office of the Fire Marshall and Emergency Management.
- Compliance with the Building Code which requires municipalities appoint a Chief Building Official who has the responsibility to enforce the *Building Code* and other property related Bylaws established by the Municipality.
- Physician Recruitment – contributions made in partnership with neighbouring municipalities.
- Helipad – minimal maintenance required for 2020; larger projects required for compliance (including securing helipad lighting and clearing land on Loggers Road to decrease flight/landing path hazards) were completed in 2019.

	Actuals 2019	Proposed 2020
Protection & Health Services		
CBO	\$ 1,314.00	\$ 2,350.00
Emergency Management	\$ 117.00	\$ 750.00
Fires Services	\$ 11,318.00	\$ 12,000.00
Policing	\$ 88,482.00	\$ 88,381.00
Physician Recruitment	\$ 1,016.00	\$ 1,700.00
Helipad	\$ 4,218.00	\$ 1,000.00
	\$ 106,465.00	\$ 106,181.00

Transportation and Environmental Services

Transportation services refers to summer and winter road maintenance along with capital projects. In 2019 the Asset Management Plan identifies culverts that need to be replaced with an estimated cost of \$2,949. A large culvert located on Mackey Creek Road, not identified in the Asset Management Plan, needs replacement (estimated replacement date of 2022) at an anticipated replacement cost of \$50,000. For that reason \$16,666 has also been budgeted in 2020 with the intention of transferring it to deferred revenue. Gravel crushing is required by 2021 and two quotes have been obtained for budgeting purposes. The best price and option for the municipality is \$3.50/tonne with a minimum requirement of 15,000 tonnes for a total cost of \$52,500. For that reason \$26,250 has been budgeted in 2020 for gravel crushing.

Road maintenance (summer and winter) is primarily a contracted service and dependent upon the availability of a willing service provider. The grading contract will be going out for tender in March 2020, which will likely have a budgetary impact, which is unknown at this time.

Environmental services include landfill capital and operating costs and includes garbage collection and recycling program costs.

	Actuals 2019	Proposed 2020
Transportation & Environmental Services		
Transportation	\$ 131,774.00	\$ 142,554.00
Environmental Services	\$ 46,303.00	\$ 74,575.00
	\$ 178,077.00	\$ 217,129.00

Recreational and Cultural Services

This portion of the budget reflects the costs of operating/managing the following which has been partly established by the Recreation Committee:

- Recreation Activities (which includes the operation of the bar etc.)
- The Municipal Hall Operation and Maintenance
- Park & Playground Maintenance (includes grass cutting)

It is important to note that Library Services have not been included in this portion of the budget. The Library Board is obligated to prepare a budget for consideration by the Municipality who may choose what, if any financial or in-kind support they will allocate. The Municipality has not made a direct financial contribution to the Library Board and has opted to provide services in lieu of providing funding. These services include the physical space where the library is located, insurance, financial management and other services as have been required.

	Actuals 2019	Proposed 2020
Recreation & Cultural Services		
Recreation Committee	\$ 3,246.00	\$ 15,700.00
Recreation Hall	\$ 19,332.00	\$ 19,880.00
Grounds Maintenance	\$ 12,707.00	\$ 15,000.00
Recreation Grants	\$ 8,468.00	\$ 19,482.00
	\$ 43,753.00	\$ 70,062.00

Land Use Planning Services

The Municipality relies on the County for these services. From time to time legal advice is needed for land use planning matters and has not been allocated to this service but has been included in General Government.

United Townships of Head, Clara & Maria Council

Request for Decision

Type of Decision									
Meeting Date	Thursday, April 16, 2020				Report Date	Thursday, April 9, 2020			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #20/04/20/1103- Clerk’s AMTCO Membership and Training									

Subject: Clerk’s AMCTO Membership and Contract Tendering Training

Recommendation:

1. To authorize the Clerk/Treasurer to apply for AMCTO membership
2. To authorize the Clerk/Treasurer to attend **Contract Tendering and Legal Requirements for Municipalities Training**, provided by the County of Renfrew on behalf of AMCTO.

Background/Executive Summary:

1. AMCTO membership and involvement is an important component of effectively operating as the Clerk for the municipality, and has many benefits such as:

- Education courses
- Preferred member pricing for professional development activities
- Legislative/policy analysis, submissions and updates that matter to local governments
- Receive frequent e-newsletters and magazines to keep Clerk updated on important changes and updates
- Peer interaction

Permanent Clerk/Treasurer has paused her AMCTO membership for the time she is away on leave. Temporary Clerk/Treasurer is not currently a member of AMCTO and qualifies for a reduced “New Professional Member” rate.

2. The County of Renfrew has an extended an invite for municipalities to participate in **Contract Tendering and Legal Requirements for Municipalities Training**, at a reduced fee. Due to COVID-19, course date has been delayed to the fall and the specific course date is unknown.

WHAT YOU WILL LEARN:

- What are the typical Purchasing Documents to use e.g. Tender, RFP, etc.
- What is the Contract A/Contract B legal construct all about?
- What does the Duty of Fairness mean for daily practice?
- Assess whether you purchasing by-law is compliant with the trade treaties
- What to look out for to stay out of procurement process troubles

WHY ATTEND:

- Drafting a tender doesn’t have to be a mystery; you can improve on the risks
- You can organize documents and processes to be more effective, efficient and less likely to be challenged by an unhappy vendor
- Knowing some legal principles helps with what to do from start to finish
- Seeing the make-up of purchasing by-laws and knowing the range of purchasing tools will provide concrete answers to ‘how should we buy this?’

Financial Considerations/Budget Impact:

1. AMCTO New Professional Membership: \$242.95 per year, and includes a \$200 annual voucher redeemable for AMCTO educational and professional development programs.
2. Contract Tendering and Legal Requirements for Municipalities Training: \$330 Cost of course when taken directly through AMCTO is \$361 for members, and \$452 for non-members.

Others Consulted:

None

Attachments:

AMCTO Membership Prices

Approved and Recommended by the Clerk

Charlotte Toope,
Clerk/Treasurer

2020 Membership Fees and Membership Categories

(The following fees include 13% HST #106732936)	JOIN BETWEEN SEPTEMBER – MARCH	JOIN BETWEEN APRIL– JUNE	JOIN BETWEEN JULY – AUGUST 31
	for 2020 Membership Period from (Jan. 1, 2020 – Dec. 31, 2020)	for 2020 Membership Period from (April 1, 2020 – Dec. 31, 2020)	for 2020 Membership Period from (July 1, 2020 – Dec. 31, 2020)
FULL MEMBER	\$457.65 \$405.00 + \$52.65 HST	\$343.24 \$303.75 + \$39.49 HST	\$228.83 \$202.50 + \$26.33 HST
ASSOCIATE MEMBER	\$426.01 \$377.00 + \$49.01 HST	\$319.51 \$282.75 + \$36.76 HST	\$213.01 \$188.50 + \$24.51 HST
NEW PROFESSIONAL MEMBER	\$242.95 \$215.00 + \$27.95 HST		AMCTO provides a \$200 annual voucher redeemable for AMCTO educational and professional development programs
STUDENT MEMBER	Complimentary		

Definitions and Criteria are as follows:

A **FULL MEMBER** shall be a person who has been admitted to membership in the Association and who is employed by, or under contract directly or indirectly with a municipal corporation or a local board as defined in the Municipal Act, 2001 S.O. 2001 Chapter 25.

If you are applying as a Full Member, no additional documentation is required.

Full members and New Professional members retain all voting rights and those rights to hold office.

A **NEW PROFESSIONAL MEMBER** (a sub-class of Full membership) shall be a person who has been admitted to membership in the Association, who is employed by, or under contract directly or indirectly with, a municipal corporation or local board and;

- Has five years or less of municipal sector work experience. Eligibility within this category is limited to a maximum period of 5 years.

If you are applying as a New Professional member you must provide documentation (i.e. a current resume) as evidence that you meet the criteria for approval as a New Professional.

AN **ASSOCIATE MEMBER** will be any person who wishes to become a member of the association who is not currently employed by, or under contract directly or indirectly with a municipal corporation or a local board as defined by the Municipal Act.

This category will be suited to Provincial/Federal employees, those working in the broader public sector or in the private sector.

If you are applying as an Associate Member, no additional documentation is required.

The Associate membership category will maintain the sub categories of retired members, members in transition, and the student member categories.

A **STUDENT MEMBER** (a Sub-Class of Associate Member) Student membership category includes only students who are enrolled full-time at an accredited post-secondary academic institution within Ontario.

If you are applying as a Student Member you must provide a copy of your registration or course schedule as evidence that you meet the criteria for approval as a Student each year you remain in this category.

If paying by Visa or MasterCard, email the completed membership application form and required documentation to stith@amcto.com or by fax to: 905-602-4295.

If paying by cheque payable to AMCTO, send the completed Application Form, required documentation, and payment to:

AMCTO Membership Services
610-2680 Skymark Avenue
Mississauga, ON L4W 5L6



United Townships of Head, Clara & Maria Council
Request for Decision

Type of Decision									
Meeting Date	Thursday, April 16, 2020				Report Date	Wednesday, April 8, 2020			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #20/04/16/1104- Summer Grounds Maintenance Contract									

Subject: Grading Tender and Contract Documents

Recommendation:

Given the current uncertainties related to COVID-19, the Clerk-Treasurer recommends renewing the contract with the Contractor from 2017 – 2019 for a period of one year.

Background/Executive Summary:

The Summer Grounds Maintenance contract expired in 2019. There is an option to renew this contract for a period of up to 2 years. This contract was discussed at the Public Works Advisory Committee meeting in March, and suggested that the Public Works employee may be able to complete some of the summer grounds maintenance work previously done by the contractor. This would require purchasing some equipment (i.e. push lawn mower). However, given the current situation with COVID-19 and the additional responsibilities of garbage collection and landfill maintenance, it may not be feasible to expect that the employee will be able to complete the summer grounds maintenance. It is unknown at this time how long changes related to COVID-19 will be in effect or if there will be further impacts related to provincial directives.

Financial Considerations/Budget Impact:

Costs for 2020 contract were:
 Cost of purchasing a push lawn mower: ~\$500

Others Consulted:

Public Works Advisory Committee

Attachments:

Summer Maintenance Tender and Contract Documents

Approved and Recommended by the Clerk
Charlotte Toope, Clerk-Treasurer

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

RfT 2020-05 Summer Maintenance Tender and Contract Documents

4/17/2020

Township of Head, Clara & Maria



Table of Contents

REQUEST FOR TENDER DOCUMENTS	2
TENDER/QUOTE DOCUMENT INSTRUCTIONS	3
1.0 INTERPRETATION	3
2.0 REQUIREMENTS AT TIME OF TENDER/QUOTE CLOSING	3
3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS/QUOTES	4
4.0 UNBALANCED TENDERS/QUOTES AND DISCREPANCIES	4
5.0 ACCEPTANCE OR REJECTION OF TENDERS/QUOTES.....	4
6.0 AGREEMENT AWARD PROCEDURES.....	5
7.0 REQUIREMENTS AT TIME OF EXECUTION	5
SUMMER GROUNDS MAINTENANCE CONTRACT	6
1.0 DEFINITIONS	6
2.0 GENERAL CONDITIONS	6
3.0 EQUIPMENT & INSPECTIONS.....	7
4.0 EQUIPMENT OPERATOR / CONTRACTOR STAFF	8
5.0 BASIS OF PAYMENT	9
6.0 HOURS OF WORK.....	9
7.0 TERMINATION OF AGREEMENT	9
8.0 ASSIGNMENT of DUTIES.....	10
9.0 LIQUIDATED DAMAGES	10
10.0 TERM & PAYMENT.....	10
11.0 INSURANCE	11
12.0 INDEMNIFICATION.....	12
14.0 NOTICE	13
16.0 MISCELLANEOUS	13
18.0 SEVERABILITY	14
DUTIES AND AREA OF OPERATIONS	15
EQUIPMENT SPECIFICATION FORM.....	16
BACKUP EQUIPMENT AND AVAILABILITY	16
PREVIOUS RELEVANT EXPERIENCE/REFERENCE	17
CONTRACTOR'S TENDER STATEMENT	18
CONTRACT ASSESSMENT REVIEW	19

The UNITED TOWNSHIPS OF HEAD, CLARA & MARIA
SUMMER GROUNDS MAINTENANCE CONTRACT
REQUEST FOR TENDER DOCUMENTS

2020-2022

With an option in favour of the municipality to extend the Agreement on the same terms and conditions for an additional term of up to 2 years.

Sealed tenders will be received at: The Township Office
 15 Township Hall Road
 Stonecliffe, Ontario, K0J 2K0

Tender closing Date: 12:00 h, Friday, May 8, 2020.

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement.

The lowest or any tender/quote will not necessarily be accepted. As per the Municipal Procurement By-law other factors are to be considered besides cost including experience, references and quality of equipment to name a few.

Name of company or individual (hereafter referred to as the "Contractor")

Address

Name of person with signing authority in company(printed and signed)

Position/title of person signing for company

Phone number

Fax number

Other

TENDER/QUOTE DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “Non-qualified Agreement” means an Agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.2 “Tender/quote documents” include all pages of this tender/quote package and its schedules.
- 1.3 “Township” or “Municipality” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.
- 1.4 “Bidder” means the applicant completing this tender/quote for consideration by the Municipality.

2.0 REQUIREMENTS AT TIME OF TENDER/QUOTE CLOSING

- 2.1 The quote documents must be received by the Municipality by 12:00 h on the closing date, Friday, May 8, 2020. All sealed documents will be opened at 12:15 p.m. by the Clerk/Treasurer in the presence of a witness, normally another municipal employee.
- 2.2 All entries in the tender shall be clear, legible, and made in ink or by computer. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.3 Please ensure that all blanks in the tender package are completed in full and returned to the office. If they are not completed, the tender may be disqualified.
- 2.4 Providing all contract requirements are complied with, the municipality will assess each tender received, compare it to the assessment guide listed as Appendix “E” to this document and may award a winner.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.
- 2.6 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.

- 2.7 Faxed or emailed tender submissions will be rejected.
- 2.8 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS/QUOTES

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Contest.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk/Treasurer. Facsimile transmissions or telephone calls will not be accepted. Withdrawal requests received after the tender closing time will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS/QUOTES AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.
- 4.2 Applicants whose bids have been rejected by the Municipality will normally be notified via mail or phone call within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS/QUOTES

- 5.1 The Municipality reserves the right to reject any or all tenders/quotes and to waive formalities as the interest of the Municipality may require without explanation, therefore, **the lowest or any tender/quote may not necessarily be accepted**. Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget.
- 5.2 The Municipality reserves the right to reject any tenders/quotes from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner.

5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.

5.4 The tender/quote shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

6.1 The Municipality will notify the successful bidder that the bid has been accepted via telephone within ten (10) business days of the tender closing.

6.2 Notice of acceptance of bid will be by phone.

7.0 REQUIREMENTS AT TIME OF EXECUTION

7.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

7.1.1 Insurance Documents (Valid Certificate of Insurance)

7.1.2 Proof of Ownership or Guaranteed use of Equipment (Copy of Equipment Registration or promise to lease/lend)

7.1.3 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB) if applicable.

7.1.4 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances etc. as per Article 4.7) have been made.

7.2 Following receipt of the properly executed Certificate of Liability Insurance, and all other documents as requested, the Contractor will receive verbal authorization from authorized Municipal personnel (normally the Clerk-Treasurer) to proceed with the work.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



SUMMER GROUNDS MAINTENANCE
CONTRACT

2020-2022 (With an option to renegotiate to a 5 year term in 2022)

By this Agreement, _____ (the "Contractor")

and

The Corporation of the United Townships of Head, Clara & Maria (the "Municipality")
hereby agree as follows:

1.0 DEFINITIONS

- 1.1. "**Township**" or "**Municipality**" or "**Corporation**" means the municipality of the Corporation of the United Townships of Head, Clara & Maria.
- 1.2. "**Contractor**" or "**applicant**" or "**bidder**" refers to the tender applicant and once the contract is awarded the owner/operator.
- 1.3. "**Tender**" "**Tender/Quote**" or "**Quote**" are used interchangeably and each refers to a bid to complete the requirements of this proposal.

2.0 GENERAL CONDITIONS

2.1. The Contractor shall perform the work and services described in this Agreement and Schedules "A" and "B" to this Agreement, on the specified grounds within the municipality known as the United Townships of Head, Clara and Maria for the period commencing May 15, 2020 to and including October 15, 2022. Upon performance satisfactory to the municipality, and with the agreement of the contractor, the municipality reserves the right to enter negotiations with the contractor in 2022 to further extend the agreement up to an additional 2 years to a 5 year term with the same terms and conditions to end in October of 2024.

2.1.1. Schedules "A", "B", "C", "D" and "E" are to be read into and form

part of this Agreement.

- 2.2. The Contractor is to provide operator and equipment to perform all duties normally associated with summer grounds maintenance within the United Townships of Head, Clara & Maria for the term specified under direction and control of the Clerk-Treasurer or designated municipal employee. The responsibility for signage, flagging and other auxiliary work will remain the responsibility of the municipality.
- 2.3. This Agreement shall be binding on the Contractor's heirs, executors, administrators, and assigns, and cannot be assigned without the written consent of the Municipality.
- 2.4. All owners and operators must abide by all applicable Federal, Provincial and Municipal Acts or By-Laws, their regulations or amendments while carrying out their operations, whether these laws were in force at time of signing or not.
- 2.5. The Contractor shall ensure that all applicable licenses and permits required for the operation of the listed Equipment are obtained and kept up to date and prove to the satisfaction of the Municipality from time to time as the Municipality may require, evidence that all licenses or permits have been acquired and are in full force and effect. Cost of said licenses and permits are the sole responsibility of the Contractor.
- 2.6. This document constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement, unless expressly agreed to in writing by the Parties.
- 2.7. The Contractor is responsible for ensuring that all complaints under this Agreement are addressed promptly and the situation rectified to the satisfaction of the Municipality.
- 2.8. Any additional private contracting the Contractor chooses to take on must not conflict with or interfere with the work undertaken in this Agreement.

3.0 EQUIPMENT & INSPECTIONS

- 3.1. The equipment shall be of an outward appearance acceptable to the Municipality and be of sufficient mechanical and physical condition to carry out all operations as specified in this Agreement. Equipment must be of a condition that is equal to or exceeds the Municipality's minimum requirements and all MTO requirements as specified in this Agreement or

any provincial legislation.

- 3.2 The Contractor will be responsible to perform, or have performed on the equipment, all maintenance activities, and supply all maintenance materials and fuels.
- 3.3 The Contractor shall provide all supplies necessary to adequately operate the facilities and maintain the grounds in completion of this contract. These supplies shall include but not be limited to the following: toilet paper, garbage and recycling bags, cleaning products for toilets, mops and brooms, refills for de-odorizers, insect repellents and hand sanitizers.

4.0 EQUIPMENT OPERATOR / CONTRACTOR STAFF

- 4.1. The Contractor shall supply fully trained, properly licensed and fully insured operators ready to operate the equipment during the life of the Agreement.
- 4.2. The equipment and operator(s) shall be available for the periods outline in section 10.1 during the term of this Agreement.
- 4.3. The parties agree that the Contractor (and/or his employees) is not an employee of the Municipality for the purpose of the *Income Tax Act*, R.S.C. 1985, c.1; the *Canada Pension Plan Act*, R.S.C. 1985, c. C-8; the *Unemployment Insurance Act*, R.S.C. 1985, c.U-1; the *Workplace Safety and Insurance Act* R.S.O. 1997, c.16; the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1; and the *Health Insurance Act*, R.S.O. 1990, c. H.6; all as amended from time to time, and any legislation in substitution thereof.
- 4.4. The Contractor clearly understands and agrees that he shall be responsible for complying with, and shall pay all dues and assessments payable under, any of the above Acts, in respect of himself, his/her employees and operations and upon failure to do so, and upon notification, the Corporation may pay such assessment or compensation to the appropriate boards or companies and to deduct or collect such expense from the monies due hereunder.
- 4.5. The Contractor shall, at the time of entering into any Agreement with the Corporation, make a declaration that all assessments or compensations payable to the appropriate authorities have been paid, and the Corporation may at any time during the performance or upon the completion of such Agreement require a further declaration that such assessments or compensation have been made.

5.0 BASIS OF PAYMENT

5.1. It is understood that payment under this contract includes compensation for labour, travel, fuel, insurance, supplies, operating, and maintenance and equipment costs.

6.0 HOURS OF WORK

6.1. A **detailed log** is required to be completed by the operator for any period of operation under this Agreement and submitted with each invoice for payment to the Municipal office.

7.0 TERMINATION OF AGREEMENT

7.1. If the Contractor is found to be in default in the performance of any of the obligations contained in this Agreement, the Municipality has the right to demand compliance with the Agreement. If the Contractor continues to be in default, the Municipality shall be entitled to withhold payment and/or terminate the Agreement within sixty (60) days of prior written notice.

7.2. The Municipality shall be entitled to terminate this Agreement on seven (7) days prior written notice upon the occurrence of any of the following events:

7.2.1. The Contractor makes an assignment in bankruptcy, files a proposal in bankruptcy, or is adjudged to be bankrupt, shall commit an act of bankruptcy or otherwise acknowledge its insolvency;

7.2.2. A receiver or receiver and manager shall be appointed in respect of any or all of the Contractor's assets; or

7.2.3. Should the Contractor abandon this Agreement.

7.3. If, at any time, during the continuance of the work, in the opinion of the Municipality, the work is not being carried out in accordance with the specifications and conditions contained in the Agreement, or in the opinion of the Municipality, there are substantial ratepayer complaints with respect to the work, or in the opinion of the Municipality the work is not being carried out in a good and workmanlike manner, the Municipality shall have the right to terminate the Agreement forthwith.

7.4. In the event of the termination of the Agreement, the Contractor shall cease operations and not be entitled to receive any further compensation from the Municipality under this Agreement.

7.5. If this Agreement is terminated for any reason, the Municipality reserves the right to declare the Contractor ineligible to bid on any Municipal contract for a 24 (twenty four) month period beginning the year following the year of termination.

8.0 ASSIGNMENT of DUTIES

- 8.1. The equipment, as listed in the Equipment Specification Form, Schedule "B" which forms part of this Agreement, shall not be substituted except with prior authorization from the Clerk-Treasurer (or other authorized municipal personnel).
- 8.2. The parties hereto agree that the work to be performed under the Agreement, or any part thereof, or any monies or orders payable under this Agreement shall not be assigned or sublet by the Contractor without the written approval of the Municipality. It is further agreed that in the event the said written authority is given, it shall not operate under any circumstances to relieve the Contractor of his liabilities and obligations under this Agreement.

9.0 LIQUIDATED DAMAGES

- 9.1. The Contractor shall provide an approved back-up equipment to fulfill the terms of the Agreement should the primary equipment fail. This equipment must be of a condition and quality that is mechanically and operationally equal or superior to the equipment normally used under and specified in this Agreement.
- 9.2. Description of available back-up equipment and plans to be detailed in Schedule "B" to this by-law.
- 9.3. Should the Contractor be unable to provide backup equipment and operators, the Municipality reserves the right to procure alternate machinery and operator to complete the work. The Municipality shall notify the Contractor as soon as possible of its intent and actions. Any costs associated with procuring alternate operators and expenses will be deducted from the amount payable to the Contractor.

10.0 TERM & PAYMENT

- 10.1. The term of this Agreement shall be for the 3 year period from 2020-2022 beginning around May 15th and ending around October 15th each year.
- 10.2. The contract shall commence on the 15th day of May 2020 and conclude on the 15th day of October 2022.
- 10.3. The municipality retains an option in favour of the municipality to extend the Agreement on the same terms and conditions for an additional term of up to 2 years.

10.4. The Contractor shall be paid the sum of:

- \$_____ for 2020
- \$_____ for 2021
- \$_____ for 2022

10.5. If GST/HST is to be collected, all billings will include price plus GST/HST and all invoices will include a “GST/HST Registration Number”.

10.6. This agreed upon rate shall include, but not be limited to, all expenses related to performing the agreed upon labour including all costs for: equipment; operator’s and/or employees’ wages and remittances; insurance and WSIB coverage (if applicable); gas, oil and maintenance of equipment; all other supplies and accessories; and all other operating costs.

11.0 INSURANCE

11.1 In The Contractor shall, at his expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the Corporation, and including the following:

- a limit of liability of not less than one million dollars (\$1,000,000.00);
- the Corporation shall be named as an additional insured;
- the policy shall contain a provision for cross liability in respect of the named insureds;
- non-owned automobile coverage with a limit of at least one million dollars (\$1,000,000.00) including contractual non-owned coverage;
- products and completed operations coverage (Broad Form);
- owner’s and contractor’s protective coverage;

11.2 The Contractor shall obtain and keep in force for the duration of this contract, automobile insurance under a standard Automobile Policy with limits not less than \$1,000,000.00 in respect of each owned or leased licensed vehicle used in the completion of this contract.

11.3 The Contractor shall provide, together with its executed agreement, a certificate(s) of insurance of certified copy(ies) of the above-referred to policies, satisfactory to the Corporation, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Corporation may require that the Contractor provide a certified copy of the policy, if required.

12.0 INDEMNIFICATION

- 13.1 The Contractor agrees to indemnify and to save harmless the Municipality, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the Municipality, its officers, employees and agents resulting from any negligent act or omission by the Contractor in connection with the provisions of services pursuant to this Agreement.
- 13.2 The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by him or his employees, or resulting from the execution of the works, or any of his operations, or caused by reason of the existence or location or condition of the works or of any materials, equipment or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions or covenants, and agrees to hold the Municipality harmless and indemnified for all such damages;
- 13.3 And, in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all of the provisions of this Agreement, the Municipality may, either with or without notice, take such steps, procure such material, plant, trucks and men, and do such work or things as they may deem advisable towards carrying out and enforcing same, and any and all expenses so incurred may be deducted from the monies due hereunder, and any such action by the Corporation as it is herein empowered to take, shall not in any way relieve the Contractor of his surety from any liability under the Agreement.
- 13.4 The Contractor is responsible for full payment to applicable authorities of all fines, charges or tickets under the *Highway Traffic Act*, or any other act or regulation while operating under this Agreement and shall not expect reimbursement or compensation for same, of any type by the Municipality.

14.0 NOTICE

15.1 Notice under this Agreement shall be in writing and must be delivered in person or sent by fax transfer to the Municipality at 15 Township Hall Road, Stonecliffe, Ontario or fax 613-586-2596. Notice to the Contractor will be sent to:

(please insert address, fax and/or email contact)

15.2 A notice will be considered to have been given or made on the day that it is delivered or faxed or five days after it has been placed as regular with Canada Post.

15.3 Either party may give notice to the other of a change in the address or fax number as set out above and if such notice is given, the address or fax number specified in that notice, will then apply for the purposes of giving notices under this Agreement.

16.0 MISCELLANEOUS

17.1 All schedules and appendices referred to in this Agreement and attached hereto form part of this Agreement. In the event of any conflict between the clauses contained in the schedules or appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

17.2 The Parties acknowledge that any agreed amendments made by the addition, deletion or alteration of the Agreement shall be attached as a Schedule.

17.3 Any heading contained in this Agreement is included only for the convenience of the reader and shall not be used to assist in interpreting the Agreement.

17.4 A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant.

17.5 No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

17.6 Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set out herein due to causes beyond its reasonable control.

18.0 SEVERABILITY

19.1 Should any section, subsection, clause or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the part so declared to be invalid.

Signed at _____ this _____ day of _____, 2020.

For Contractor

For Municipality

(Signature)

(Signature)

(Print Name of Person Signing)

CLERK – Charlotte Toope

I am a sole proprietor or

I have the Authority to Bind the Corporation

I have the Authority to Bind the Corporation

Schedule "A"

DUTIES AND AREA OF OPERATIONS

I, _____ hereby agree to provide general grounds maintenance services for the Municipality at the sites specified below:

- ❖ Mackey
 - Old Mackey's Park (to water's edge)
 - Boat Ramp
- ❖ Stonecliffe
 - Ball field
 - Area Surrounding Municipal Hall, Office, Garage, Memorial & Heli-pad
 - Boat Ramp (from railway crossing to and including the boat ramp)
- ❖ Deux Rivieres
 - La Croix Park
 - Deux Rivieres Cemetery

Grounds maintenance services shall include: garden maintenance on the municipal grounds, watering, weeding and maintaining flower beds and planter boxes, removal of weeds from the rocky slope leading to Old Mackey Park beach and around plantings; grass cutting, grass trimming; garbage and recycling collection from grounds and containers placed at all community mail box locations; minor debris removal (tree limbs and stones) and washroom cleaning services.

19.1.1 With the exception of the area adjacent to the Veterans' Memorial in all locations, the grass shall not reach a height of more than 4 inches before cutting. It will be trimmed to a height of no less than 1 inch. In the area within 15 feet of the Memorial, the grass shall be cut no shorter than 2 inches.

19.1.2

The garbage and recycling will at a minimum be checked/picked up twice a week, with one extra pick up over long weekends. The toilets will, at a minimum, be cleaned twice a week, with one extra cleaning over long weekends. This is to be at the discretion of the contractor ensuring that the parks and boat launches are debris free. If that requires additional collections, it will be the responsibility of the contractor to perform them.

Schedule "B"

EQUIPMENT SPECIFICATION FORM

(To be completed by bidder.)

1. In order to provide the services specified above, I shall supply and maintain the following equipment (use additional sheet if necessary):

Equipment	Make and Model	Year

BACKUP EQUIPMENT AND AVAILABILITY

Please detail your plans should your equipment become inoperable during the required work period. List any and all backup plans and equipment available for your use.

Contingency Plan _____

Schedule "C"

PREVIOUS RELEVANT EXPERIENCE/REFERENCE

(To be completed by bidder.)

Experience	Contact	Year

Schedule "D"

CONTRACTOR'S TENDER STATEMENT

(To be executed and returned with package)

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit tending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

Dated at _____ this _____ day of _____, 2020.

Contractor signature

Position/Title

Schedule “E”

CONTRACT ASSESSMENT REVIEW

Although a tender for a service is often awarded on the basis of price alone, this is dependent on all other issues being equal or consistent. When all other conditions are not equal, such as when a new bidder is being considered other issues may hold more weight namely:

- Obtaining maximum value for dollars spent;
- Minimizing employee time and effort expended;
- Ensuring improved service and support;
- Ensuring product delivery, quality, efficiency and effectiveness;
- Protecting the financial best interests of the municipality.

Scoring:

1. A scoring system as detailed below will be used to assist in the selection process. All conditions of the Agreement and Tender documents need to be met.
2. If the response meets the following requirements, an award of 15 points will be given; only partially meets requirements – 10 points; and does not meet requirements – 5 points; for each of the following considerations.
3. Considerations and examples:
 - Price; (e.g. Lowest price would receive 20, Highest – 5)
 - References/experience; (e.g. evidence of similar positive work history – 15, No experience/new operator -5)
 - Condition/age of equipment; (e.g. Newer equipment – 15, Older – 5)
 - Availability/ Detail of Backup Plan/Equipment; (e.g. Contingencies detailed for loss of equipment and/or operator – 15, no plan/equipment – 5)



**THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA**

BY-LAW NUMBER 2020-06

BEING a by-law to appoint a Clerk and a Treasurer for the Corporation of the United Townships of Head, Clara & Maria.

WHEREAS Section 228 (1) of the Municipal Act, 2001, as amended provides that the municipality shall appoint a Clerk and provides for specific duties of said Clerk; and

AND WHEREAS Section 286 (2) of the Municipal Act, 2001, as amended provides that the municipality shall appoint a Treasurer and provides for specific duties of said Treasurer;

NOW THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara & Maria enacts as follows:

1. **THAT** Charlotte Toope be appointed as Clerk-Treasurer of the United Townships of Head, Clara & Maria for the duration of the leave of the current Clerk-Treasurer.
2. **THAT** Charlotte Toope will perform the duties of Clerk and Treasurer as required under the Municipal Act 2001, as amended, and all other statutory obligations as well as duties assigned by Council which may change from time to time.
3. **THAT** By-Law # 2019-25 is hereby rescinded.
4. **THAT** this by-law become effective on the date of its passage.

READ a first and second time this 16th day of April 2020.

READ a third time and passed this 16th day of April 2020.

MAYOR

CLERK