



THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
SPECIAL COUNCIL MEETING
AGENDA

October 7, 2024

6:00 pm

Markstay-Warren Council Chambers

21 Main St. S. Markstay, ON

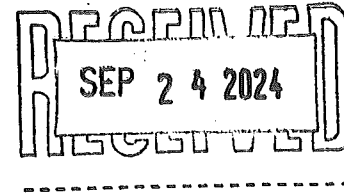
Pages

1. **Opening remarks and call to Order**
2. **Land acknowledgment**
3. **Roll Call**
4. **Approval of the Agenda**
5. **Disclosure of Pecuniary Interest and General Nature Thereof**
6. **New Business**
 - 6.1 **Canteen Tender Result** 1
 - 6.2 **Gravel Tender Result** 5
 - 6.3 **Float Tender Result** 6
 - 6.4 **Salt Tender** 7
 - 6.5 **OPP Detachment Board Council Representative** 18
7. **Closed Session**

As per Section 249 of the Municipal Act, 2001
Personal matters about identifiable individuals
8. **Report from Closed Session**

9. Adjournment

Jennifer Frood
24 Rutland Ave
PO Box 70
Warren ON
POH 2N0
705-918-3039



September 20, 2024

Dear Kim Morris,

I hope this letter finds you well. I am writing to formally submit my application for the tender to operate the Arena Canteen in the municipality of Markstay-Warren for the 2024-2025 season. I am proposing to manage the canteen for a nominal fee of \$1.00 per month.

As a lifetime member of this community, raised in an arena and as a hockey parent since 2008, I understand how vital a canteen is and the positive impact it has on the overall reflection of the arena. I am committed to using my business skills to ensure this canteen not only meets the needs of the community, but also adds a welcoming space.

Thank you for considering my tender offer. I would be happy to provide any additional information or discuss this further at your convenience.

Sincerely,

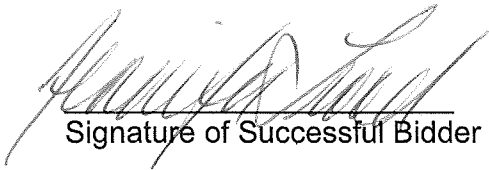
Jennifer Frood, RDH

**TENDER TMW 2024-09
WARREN ARENA CANTEEN OPERATIONS
2024 - 2025 SEASON**

AGREEMENT

I, JENNIFER FLOOD agree to rent and operate the Warren Arena Canteen from the Municipality of Markstay-Warren for the 2024-2025 season.

I also agree to abide by the Terms of Reference of Tender TMW 2024-09 as attached hereto and forming part of this agreement.


Signature of Successful Bidder

JENNIFER FLOOD
Print Name

Signature of Municipal Official

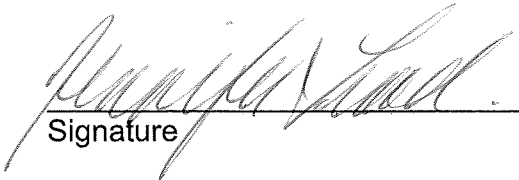
Print Name

Dated at Markstay this day of , 2024.

**TENDER TMW 2024-09
WARREN ARENA CANTEEN OPERATIONS
Tender Form**

I, JENNIFER FLOOD, having carefully read the Terms of Reference for the Warren Arena Canteen Operations, hereby submit this tender for the 2024-2025 season.

Dated at 3:30 this 20th day of SEPTEMBER, 2024.


Signature

JENNIFER FLOOD
Name (please print)

24 RUTLAND AVE PO BOX 70
Address

WARREN ON P0H 2N0

705-918-3039 (cell)
Phone number

N.B. Sealed and completed tender form to be returned in envelope, which is clearly marked with tender 2024-09, on or before 11:00 a.m. on Monday, October 01, 2024 to the Municipal Office, 21 Main Street South, Markstay, Ontario, P0M 2G0

TMW 2024-09
Warren Arena Canteen Operations
2024-2025 Season

Tender Closed Tuesday, October 1st , 2024 at 11 am

Received one (1) bid for tender TMW 2024-09
Jennifer Froid

RECOMMENDATION

THAT Council award the Warren Arena Canteen Operations Tender for the 2024-2025 Season to Jennifer Froid.

TMW 2024-07
Supply and application of Type A
Quarry Gravel

Tender Closed September 12th , 2024 at 4 pm

Received one (1) bid for tender TMW 2024-07
Ed. Seguin & Sons Trucking & Paving Ltd.
\$432,922.00 + HST

RECOMMENDATION

THAT Council award the Supply and Application of type A Quarry Gravel to Ed. Seguin & Sons Trucking & Paving.

THAT the amount of Gravel Supplied be reduced from 17,810 Tonnes to 8,641 Tonnes (Removing Ratter) to bring the supply within budget. A final price of \$203,290

Road	Budget	Tender
Ratter	\$65,881	\$229,632
Bedard	\$30,371	\$86,500
Bennett	\$45,208	\$47,328
Langlois	\$64,025	\$69,462
Total	\$205,486	\$432,922

TMW 2024-08
RFP Supply of Equipment
Float Trailer

Tender Closed September 13th , 2024 at 11 am

Received two (2) bids for tender TMW 2024-08

Brandt \$59,900.00 +HST

McDowell \$44,200.00 +HST

RECOMMENDATION

THAT Council award the Float Trailer Tender to McDowell.



Request for Tender

Project Title: Supply of Road Salt

Request #2024-10

ISSUE DATE: October 7, 2024

Municipality of Markstay-Warren
21 Main Street, South
P.O. Box 79
Markstay, ON, P0M 2G0

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Confidentiality Statement

This document and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented, or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document, please respond to the originator of this message and permanently dispose of any copies and attachments.

Submission Details

Submission Deadlines and Methods

All submissions for responding to this Request must be submitted to our office, as stated below, no later than:

Submissions are accepted no later than – October 18, 2024, at 4 pm Local Time

The use of mail to deliver a tender will be at the respondent's risk. Submissions sent in electronic format will be accepted through email at info@markstay-warren.ca and rtheiss@markstay-warren.ca

Tenders must be submitted in a sealed envelope and shall be clearly marked with the following:

- The Name and Address of the Respondent
- The Request Number
- The Project Title

Administration staff will affix on the sealed envelope:

- Date and time of receipt

Submission Delivery Address, Submission Questions and Clarifications

You may contact the following Lead Person Ronny Theiss if you have any questions or require clarification on any topics covered in this Request for Proposal. The delivery address to be used for all submissions is:

Municipality of Markstay-Warren
21 Main Street, South
P.O. Box 79
Markstay, ON, P0M 2G0
Tel: 705-853-4536 ex 208
Fax: 705-853-4964

****Proponents may submit questions up to tender closing****

Submission Opening

Submissions will be publicly opened and recorded on **October 21, 2024, at 10:00 am** at the Municipal Office. Staff will review the proposal, and the successful candidate will be presented at the Regular Meeting of Council on **October 21, 2024**

Amendment and Withdrawal of Submission

Requests for withdrawal of submission shall be allowed if the Request is made before the closing time for the contract to which it applies. Requests shall be directed to the Lead Person by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests shall not be considered. The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

Addendums

The Municipality may, at its discretion, amend or supplement the documents for this Request by addendum at any time before the closing date for receipt of Proposals. Changes to the requested documents shall be made by ADDENDUM ONLY. Such changes made by addendum shall be supplementary to and an integral part of the Request. All addenda must be signed and included in the final submission acknowledging all addenda issued by the Municipality. While the Municipality will endeavor to notify prospective Proponents of the issuance of an addendum, the Municipality assumes no liability for the notification, and it is the responsibility of each Proponent monitor and determine whether any addenda have been issued by the Municipality.

Specifications/Scope of Work

The Municipality of Markstay-Warren (herein after referred to as the Municipality) is requesting Tenders for the:

Supply of Road Salt Delivered to the Salt Dome located at 48 Main Street N. Markstay Ontario at the public works yard.

The detailed specifications are attached in Schedule "A"

Assumptions & Constraints

The Municipality will not be held liable for any errors or omissions in any part of this Request. The information contained herein is supplied solely as a guideline for responding Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the Request is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

The successful Proponent will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or in connection with this work. The successful Proponent will make good any such damage or injury.

The successful Proponent will employ only orderly, competent and skillful employees to ensure that the services are carried out in a confidential and respectable manner.

The successful Proponent will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

The successful Proponent will, throughout the term of the contract, obtain and maintain in force a General Liability Insurance of not less than \$2,000,000 (per occurrence) inclusive, to indemnify and hold harmless the Municipality against any liability for property damage or personal injury, including death which may arise from the Proponent's operations under this contract; and/or The successful Proponent will be required to provide Professional Liability Insurance coverage in the amount of not less than \$2,000,000.00 per occurrence.

The successful Proponent and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful Proponent agrees that it and its employees who have access to this information will not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful Proponent's behalf or on behalf of any third party, any such information

The information, reports, documentation, plans, etc. that are a product of this award by the successful Proponent, will become the exclusive property of the Municipality of Markstay-Warren.

Terms and Conditions

Relating to the submission document:

- Provincial and Federal Taxes (H.S.T.)** - Tenders shall include applicable H.S.T. taxes. This tax shall be shown separate from the unit price. The Proponent shall include with the executed documents, at the time of submission, on company letterhead, notification to the Municipality of their H.S.T. Registration Number (if any)
- Costs, Deliverables & Timelines** – as set out in Schedule A
- Declaration** - Signed declaration must be submitted (Page #11)
- Other** - Proponents may include any additional information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.

Relating to the Successful Candidates:

- **Contract** - The successful Proponent may, within ten (10) days after being advised that they are the successful Proponent, execute a contract in duplicate to the Municipality.
- **Notice of Acceptance** - Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the successful Proponent at the number given by the Proponent.
- **Payment** - Shall be made upon receipt of invoice following the receipt of the product (net 30 days) with completion of the work to the satisfaction of the Municipality.
- **Price** - The Proponent shall abide by the total price stated in the submission document. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable. If additional requirements are requested by the Municipality beyond the original scope of work described in this Request, the cost of these services would be negotiated between the Municipality and the company that has been selected to perform the work. Any additional work will only be undertaken based on a request in writing from the Municipality of Markstay-Warren.
- **Termination** - The Municipality reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- **Public Record** - Any personal information required on the proposal form is received under the authority of the Municipality. This information will be an integral component of the quote submission. All written proposals received by the Municipality become a public record; once a proposal is accepted by the Municipality, and a contract is signed, all information contained in it is available to the public including personal information.
- **Conflict of Interest** - Proponents shall immediately disclose to the official point of contact any potential or real conflict of interest whether direct or indirect in nature as it may relate to the Municipality, its elected officials, officers, employees and/or the present Bid Solicitation. Where, in the Municipality's opinion, a significant conflict of interest is found to exist and cannot be sufficiently mitigated, the Municipality reserves the right to disqualify the Proponent from participating in the Bid Solicitation.

Health and Safety

General: Contractor must comply with the Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, the Municipality of Markstay-Warren safety policy and as well as complying with the prescribed requirements legislated in the Regulations for Industrial Establishments.

Competent person: Contractor is responsible using their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in any protective equipment or device, and reporting to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and the Municipality of Markstay-Warren Safety policy.

Equipment & tools: All equipment and tools used by the contractor shall conform to Canadian Standards Association (C.S.A.) or manufacture specifications. The Municipality of Markstay-Warren reserves the right to prohibit the use of any equipment and methods or practices that do not conform to acceptable standards. Defective equipment and tools shall be removed from the work site premises immediately.

P.P.E.: All workers must wear appropriate C.S.A. approved eye protection, hearing protection, C.S.A. approved hard hats, C.S.A. approved foot protection and C.S.A. approved gloves at all time while working on the job site.

Fall protection: Safety harness and lanyard are required by anyone working more than 3 meters above a surface. The safety harness must be secured to a fixed support so that a worker cannot fall more than five feet. Proof of certification shall be submitted before starting any work at height.

WHMIS: No hazardous material is to be stored or used on work site by the contractor unless the prescribed requirements concerning labelling material safety data sheets (MSDSs) and worker instruction and training are met.

MSDS: Material safety data sheets for all hazardous products shall be kept on site.

Weekly safety meetings: Contractor shall conduct weekly safety meetings with their workers and identify concerns or potential hazards on the job site. Weekly safety meeting shall be signed by all workers and a copy of the safety meeting shall be submitted to the contract administrator weekly.

Proof of training: The contractor shall submit within five (5) calendar days after the contract award, copies of WHMIS, copies of health and safety awareness, first aid certificate and certificates pertaining to the work being done for all workers working on the job site.

Reporting: Contractor must report immediately to the contract administrator all workplace incidents, near misses, injuries and illnesses and environmental damages. Contractor shall also report accidents/incidents to the ministry of labour or any other appropriate authority required by legislation.

Supervision: Contractor shall comply with OHSA regulations.

Health & Safety Station: Contractor shall provide at all time a dedicated station for workers to have access to the contractors H&S manual, the emergency response plan, the OH&S Pocket book, MSDS sheets, WSIB information, Eye wash stations and emergency aid kit.

WSIB: Prior to commencement of any work herein, the successful Proponent shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award. The successful Proponent shall maintain it good standing and shall provide the Municipality current Certificates of Clearance when requested.

Selection Criteria

A combination of quality, experience and price will determine a successful firm. More specifically:

- The quality of the proposed product. 10pts
- The proven ability to stay within project budget and meet project completion target date. 10 pts
- Any additional features or advantages uniquely proposed by the Proponent which the Municipality has not identified in the project deliverables or description. 10 pts
- The Proponent's financial proposal 70 pts
- Each bidder will receive a percentage of the total possible points allocated to price for the particular category it has on bid, which will be calculated in accordance with the following formula:

$$\text{LOWEST PRICE} \div \text{BIDDER'S PRICE} \times \text{WEIGHTING} = \text{BIDDER'S PRICING POINTS}$$

The Municipality of Markstay-Warren is not obligated to award the service contract to the lowest or any firm. The Municipality reserves the right to reject any or all proposals and to waive formalities as the interests of the Municipality may require without stating reasons. The Municipality will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Municipality of any proposal or by reason of any delay in the acceptance of a proposal as well Any expenses incurred by the Proponent in the preparation of the proposal submission are entirely the responsibility of the Proponent and will not be charged to the Municipality.

Declaration

To: The Municipality of Markstay-Warren

Sirs: I/We the undersigned acknowledge receipt of and having carefully examined the Request and "Specifications" set forth in schedule "A" and hereby offer to submit this quote/tender in accordance with, and as required by the said documents at the price set forth in "Schedule "A" hereto.

I/We understand and accept that the prices set forth in this Quote Form include full compensation to furnish all labour, equipment, materials and supplies and transportation necessary or incidental to completing the work in strict accordance with said documents.

I/We understand that this Agreement terminates in the event that I fail to perform the work to the satisfaction of the Municipality.

I/We understand that the lowest or any quote will not necessarily be accepted and that TO BE CONSIDERED, Quote Forms must be in the Municipal Office by the Submission Deadlines and Methods.

GENERAL CONDITIONS

1. The respondent shall discharge all liabilities incurred by him for labour, materials and services used or reasonably required for use in the performance of this Agreement on the date upon which each becomes due and all liabilities incidental thereto.
2. The respondent understands and agrees that he is not, nor is anyone hired by him, covered by the Municipality under The Workers' Compensation Act, and he shall be responsible for, and shall pay all dues and assessments payable under The Workers' Compensation Act, The Unemployment Insurance Act or any other Act, whether Provincial or Federal, in respect of

himself, his employees and operations, and shall, upon Request, furnish the Municipality with satisfactory evidence that he has complied with the provisions of any such Act. If he fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him/her that would be sufficient to cover his/her default and the Municipality shall have the right to same.

3. The Contractor to supply proof of Workers' Compensation and \$2,000,000 liability insurance.
4. The respondent covenants and agrees with the Municipality to indemnify it and save it harmless from all claims by third parties arising out of the performance of this Agreement.
5. The price, as proposed by the respondent, includes all limits of the work project.
6. The respondent declares that he has or will pay forthwith all Provincial and Federal Taxes that apply to the said equipment.
7. Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the respondent at the numbers given by the respondent.

Name and Address of the Respondent

Phone:

Fax:

Email:

The Respondent declares:

- No person, firm or Municipality other than the Respondent, has any interest in this proposal or in the proposed services for this proposal;
- This proposal is made without any connection, comparison of figures or arrangements with or knowledge of any other Municipality, firm or person making a proposal for the same service and is in all respect fair and without collusion or fraud;
- No member of the staff of the Municipality of Markstay-Warren is, or will become interested directly or indirectly; as a contracting party, partner shareholder, surety or otherwise; or in the performance of the service; or in the supplies, service, or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from;
- The content and requirements of this proposal document have been read and understood.
- All prices are quoted in Canadian funds.

All or any proposals not necessarily accepted.

Signed at _____ this ___ day of _____ 2024.

Print Name - Witness

Print – Respondent,

Title - Respondent

Signature - Witness

Signature – Respondent

Schedule "A"- Specifications/Scope of Work/Price

I _____ (Name or Company) do hereby submit the following bid price to perform the related work as outlined in the Scope of Work.

Services	QTY	Price	Total
A. Supply of Road Salt Delivered to 48 Main St. N. Markstay under the salt dome.	160 tonnes		
HST			

Proposed product availability date: _____ in terms of days/weeks after awarding the quote.

Name and Address of the Company

Phone: _____

Fax: _____

Email: _____

Signed this ____ day of _____ 2024.

Print - Name & Title

Signature of person with authority to bind Company

Please attach Acknowledgement of Email Submission Disclaimer (page 3) if submitting electronically

Ministry of the Solicitor General

Strategic Policy Division
Office of the Assistant Deputy Minister

25 Grosvenor Street, 9th Floor
Toronto ON M7A 1Y6
Tel: 416 212-4221

Ministère du Solliciteur général

Division des politiques stratégiques
Bureau du sous-ministre adjoint

25, rue Grosvenor, 9^e étage
Toronto ON M7A 1Y6
Tél. : 416 212-4221



Rheal Forgette
CAO
Municipality of Markstay-Warren
rforgette@markstay-warren.ca

Jay Barbeau
CAO
Municipality of West Nipissing
jbarbeau@westnipissing.ca

September 13, 2023

Greetings,

Thank you for submitting your proposal for the Ontario Provincial Police (OPP) detachment board framework. Your patience has been greatly appreciated while all proposals went through a thorough review process.

At this time, I am pleased to confirm that the Sudbury OPP detachment board proposal has been approved by the Solicitor General to the next step in finalizing the board compositions, which is posting the composition on the Ontario Regulatory Registry (ORR). The ministry is currently working on drafting the regulation, which is expected to be available on the Ontario Regulatory Registry (ORR) for public comment in the summer or fall. Posting of the regulation is one of the last steps before the regulation can be finalized in advance of bringing the *Community Safety and Policing Act, 2019* (CSPA) into force in early 2024.

The following board composition(s) have been approved for posting.

Board	Communities Serviced	Council Seats	Community Representative Seat(s)	Provincial Appointment Seat(s)	Total Seat(s)
1	Municipality of French River, Municipality of Killarney, Municipality of Markstay-Warren, Municipality of St. Charles, Atikameksheng Anishnawbek First Nation (Whitefish Lake)	4	2	1	7

2	Municipality of West Nipissing	2	2	1	5
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On behalf of the Ministry of the Solicitor General, I would like to express my appreciation to all the communities involved in the proposal development process. I acknowledge and value the significant efforts undertaken to create a proposal for a detachment board that addresses the unique needs of each community that receives OPP policing services in your detachment. As the proposal lead, I kindly request that you disseminate this correspondence to all communities serviced by the proposed detachment board.

The ministry is planning to share more guidance as soon as possible on next steps, with the understanding that municipalities and First Nations require time to plan for the implementation of OPP detachment boards before the CSPA comes into force.

If you have any questions or concerns in the meantime, please contact Devendra Sukhdeo, Senior Policy Advisor, Public Safety and Policing Policy Unit (PSPPU), Strategic Policy Division, at Devendra.Sukhdeo@ontario.ca.

Sincerely,

Sarah Caldwell
Assistant Deputy Minister, Strategic Policy Division
Ministry of the Solicitor General

**Sudbury East Municipal Association
Community Policing Advisory Committee
Sub-Committee**

44 St. Christophe St, Suite 1
Noëlville, ON P0M 2N0

Tel: (705) 898-2294 Fax: (705) 898-2181

WHEREAS the Ontario Provincial Police is seeking proposals for the new Detachment Board Framework through the *Community Safety and Policing Act, 2019*;

AND WHEREAS the Community Policing Advisory Committee (CPAC); a Sub-Committee of Sudbury East Municipal Association (SEMA) deems it necessary to recommend the proposed OPP Board framework affecting Sudbury East Municipalities;

BE IT RESOLVED THAT the OPP board for Sudbury East be comprised of:

- 1 Council representative per municipality – (4 people)
- 2 Community members
- 1 Provincial member
- 1 Recording Secretary to be appointed by SEMA

FURTHER THAT the initial term of the Community members be:

- 1 person - 3 year term
- 1 person - 4 year term

AND FURTHER THAT on behalf of all municipalities, send request to the Solicitor General for an extension to send the submission for board composition consideration.

Moved by: Paul Schoppmann

Seconded by: Gisele Pageau

CARRIED