



**SPECIAL COUNCIL AGENDA
For the Corporation of the Town of Espanola**

VIA ZOOM

Tuesday, June 23, 2020, 7:00 p.m.
Council Chambers, 100 Tudhope Street

	Pages
A. Disclosure of Pecuniary Interest	
B. Confirmatory Bylaw	2
C. Robert Swayze, Integrity Commissioner Report	3
D. Phone System RFP	8
E. 100 Tudhope St Roofing Upgrade Tender	24
F. Economic Development Corporation Appointment of Officers	34
G. Adjournment	



THE CORPORATION OF THE TOWN OF ESPANOLA

BYLAW NO. 2977/20

**Being a bylaw of the Town of Espanola to Adopt
the Minutes of Council for the Term Commencing
December 1st, 2018, and Authorizing
Taking of any Action Authorized Therein and Thereby**

WHEREAS Section 101 of the Municipal Act, R.S.O. 1990, C. M45, as amended, requires a municipal council to exercise its powers by bylaw, except where otherwise provided;

AND WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual bylaw;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ESPANOLA ENACTS AS FOLLOWS:

1. That the Minutes of the meetings of the Council of the Town of Espanola for the term commencing December 1st, 2018, held on: June 16, 2020 and the same are hereby adopted.
2. That the taking of any action authorized in or by the Minutes mentioned in Section 1 hereof and the exercise of any powers by the Council or Committees by the said minutes be and the same are hereby ratified, authorized and confirmed.
3. That where no individual bylaw has been or is passed with respect to the taking of any action authorized in or by the Minutes mentioned in Section 1 hereof or with respect to the exercise of any powers by the Council or Committees in the above mentioned Minutes, then this bylaw shall be deemed for all purposes to be the bylaw required for approving and authorizing the taking of any action authorized therein or thereby or required for the exercise of any power therein by the Council or Committees.
4. That the Mayor and proper officers of the Corporation of the Town of Espanola are hereby authorized and directed to do all things necessary to give effect to the recommendations, motions, resolutions, reports, action and other decisions of the Council or Committees as evidenced by the above mentioned Minutes in Section 1 and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents in the name of the Corporation of the Town of Espanola and to affix the seal of the Corporation thereto.

Read a First, Second and Third Time and Passed this 23rd day of June 2020.

J. Beer
Mayor

P. Roque
Clerk

INTEGRITY COMMISSIONER'S REPORT

Date: June 16, 2020

Item: Townsend, Hayden and Beer v. Van Alstine

Recommendation: Be It Resolved That:

The compensation paid to Councillor Maureen Van Alstine as a member of Council, be suspended for a period of ninety (90) days commencing with the next pay period.

Background:

I received 3 complaints against Councillor Van Alstine from the Mayor, the Chief Administrative Officer and one member of Council, Sandra Hayden, essentially about the same alleged offences she committed contrary to the Council Code of Conduct. (the "Code") At an open session of Council held on February 11, 2020, the respondent introduced three Notices of Motion, the first and third of which are the subject of the complaints and are attached as Appendix 1 and 2 to this report.

The first Notice of Motion calls for the CAO to be reprimanded for her failure to require a written budget from the Chief Building Official to present at a budget meeting held on February 5, 2020. No prior request to the CAO for such a budget had been made by the Councillor and no discussion with the CAO occurred before introducing the motion. I received a response from the respondent referring to "The very disrespectful presentation by the CBO during his verbal presentation of his budget" at the meeting. It has been confirmed to me by staff that Councillor Van Alstine did not attend that budget meeting where this "disrespectful presentation" is alleged to have occurred.

The respondent had received training as a member of Council where she learned that criticism of any member of staff can only be made in camera. The complaint from the CAO refers appropriately to the introduction of the Notice of Motion as a public display attempting "to belittle, demean and discredit" her.

The third notice of motion, Appendix 2, introduced by the respondent at the same meeting, is unintelligible but appears to call for the Town financial statements for

2018 and 2019 to be changed to accord with general accounting principles. Ms. Townsend is an experienced chartered professional accountant filling the role of both CAO and Treasurer for the municipality. The respondent has no accounting credentials.

This is not the first example of the respondent attempting to demean staff. At a Corporate Services Committee meeting held on December 3, 2019, as the meeting was moving into closed session, she yelled at the Manager of Financial Services telling her that she must leave the meeting. I attempted to resolve the complaint by requesting the consent of the manager to accept a public apology from Councillor Van Alstine. Before I received that consent, the Councillor read an apology at a meeting of Council which showed no contrition. The respondent alleges that the apology was sincere but I disagree, having watched the video of the meeting.

Analysis:

The following sections from the Code apply to the conduct of the respondent:

"3. CONDUCT OF MEMBERS

A Member shall at all times conduct themselves with propriety, decency and respect and with the understanding that all members of the public, other Members and staff are to be treated with dignity, courtesy and respect. . .

8. STAFF RELATIONS

8.3.1 No Member Shall:

- (a) *maliciously or falsely impugn the professional or ethical reputation of any staff;*
- (b) *compel staff to engage in partisan political activities, or subject staff to threat or discrimination for refusing to engage in such activities; or*
- (c) *use their authority or influence to threaten, intimidate, or coerce staff or improperly interfere the lawful exercise of the duties of staff."*

The introduction of the first Notice of Motion to a public meeting of Council calling for the reprimand of the CAO is unmistakably a malicious and false attempt to impugn the professional and ethical reputation of Ms. Townsend as well as to intimidate her, contrary to the Code.

The third motion, Appendix 2, is clearly an amateurish attempt to discredit the CAO's professional capabilities, again presented to open Council with no justification and without any basis in accounting.

In a final response from Councillor Van Alstine received today, she refers me to Section 224 of the *Municipal Act* which sets out the role of Council. She interprets

this section to require members of Council to “make sure that senior management does its job correctly.”

She fails to understand the difference between management and governance of a municipality. Management requires professional staff hired on the basis of experience and education giving them the capability to comply with the very complex business and legislative requirements of a municipality. Governance is accomplished by elected members of Council representing the community to ensure that the values and mores of the community are followed.

Conclusion:

In my opinion, Councillor Van Alstine has failed to demonstrate any failure by the CAO or other staff of the Town of Espanola to professionally carry out their duties and to do so “correctly”.

I have concluded that the respondent continues to display an unjustified lack of respect for the professional competence of the CAO. It is a second offence by this Councillor against staff. I can only recommend that a sanction be imposed that might cause her to stop interfering with the operations of the municipality. I recommend that the maximum suspension of her compensation paid to her as a member of Council be imposed.

A handwritten signature in blue ink, appearing to be 'RS', is written over a horizontal line.

Prepared By: Robert Swayze
Integrity Commissioner

REGULAR MEETING OF COUNCIL

APPENDIX 1

NOTICE OF MOTION

MOVED BY: Maureen Van Alstine

Date: February 11, 2020

Seconded By: *Lay Dufour* Motion No. _____

BE IT RESOLVED THAT: CAO Cynthia Townsend receive a written reprimand in the form of this council motion for failure to have her manager, namely CBO Dan Rivet prepare and present a written budget for the year 2020 as was required to be presented to council for budget deliberations on February 05, 2020.

Furthermore this council motion is to certified a true copy by the clerk Paula Roque and then to be copied and placed in CAO Cynthia Townsend's permanent employee file as this is a breach of CAO Townsend's fiduciary duties.

Carried ☒ Defeated _____

Deferred _____

[Signature]
Chair

RECORDED VOTE

DECLARATION OF PECUNIARY INTEREST

FOR

AGAINST

Mayor J. Beer	_____	_____
R. Dufour	_____	_____
K. Duplessis	_____	_____
B. Foster	_____	_____
S. Hayden	_____	_____
H. Malott	_____	_____
M. Van Alstine	_____	_____

Mayor J. Beer	_____
R. Dufour	_____
K. Duplessis	_____
B. Foster	_____
S. Hayden	_____
H. Malott	_____
M. Van Alstine	_____

REGULAR MEETING OF COUNCIL

APPENDIX 2

NOTICE OF MOTION

MOVED BY: Maureen Van Alstine

Date: February 11, 2020

Seconded By: Ray Dufour Motion No. _____

BE IT RESOLVED THAT: the financial statements for the period ending December 31 for 2018 and 2019 are comparative using actual cost compared to cost stated on financials using the variable budget amounts for the following items: fire department and OPP transition. The actual costs and expenses are to follow the matching principles of general accepted accounting practices. Thus we are comparing the current practice of variable budgets with a calendar year by calendar year actual costing.

Furthermore: that the amounts are in dollars, and the accounts used to defer to income and related expenses are clearly indicated.

Carried ☒ Defeated _____

Deferred _____


Chair

RECORDED VOTE

DECLARATION OF PECUNIARY INTEREST

FOR

AGAINST

Mayor J. Beer	_____	_____
R. Dufour	_____	_____
K. Duplessis	_____	_____
B. Foster	_____	_____
S. Hayden	_____	_____
H. Malott	_____	_____
M. Van Alstine	_____	_____

Mayor J. Beer	_____
R. Dufour	_____
K. Duplessis	_____
B. Foster	_____
S. Hayden	_____
H. Malott	_____
M. Van Alstine	_____

STAFF REPORT

Department: Administration

Date: June 15, 2020

Item: Phone System RFP

Recommendation: Be It Resolved That: The Telephone System Replacement project be awarded to Eastlink.

Background: Council passed a resolution in December 2019 that Telecom Enterprises be engaged to complete a telecommunication review and phone system RFP. The first step in this process was the phone system RFP. The RFP was posted with a deadline of March 13, 2020 and is attached for reference.

Analysis: Telecom Enterprises has completed a thorough review of the RFP submissions and provided a report to Council. Please see the attached report.

Staff would also like to point out that in addition to the Total 5-Year cost for Sunwire's solution all of our current POE switches would have to be changed out to managed switches at an additional cost of approximately \$6,000 plus the cost of our IT Technician to perform all the work. Sunwire's overall solution depends heavily on the Town's IT Technician for support for the phone system which he is currently not involved in and would not be involved in with the Eastlink solution. At this time we do not know how much support will or will not be required. Both solutions include training for staff on the phone system.

Existing Policy: Council Resolution

Strategic Goal: Excellence in Government

Financial Commitment: Difference in current monthly Telephone Service is approximately \$6.20 / mo more than we are paying now. (Total capital over 5 years is \$65,985 or \$1,021.75/mo)

Budgeted: It was originally anticipated the costs of a new phone system could come from the Efficiency fund but that will not be required.

Yes ☒ **No** ☐

Implementation: Clerk



Prepared By: Paula Roque

Department Manager:

CAO/Treasurer: Cynthia Townsend

Approval of Recommendation: Yes ☒ No ☐

Comments:



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Wasaga Beach, ON L9Z 2T9
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Fax: 877-429-8428
www.telcomenterprises.com
telcom@telcomenterprises.com
1391009 Ontario Limited

**Report for Town of Espanola
New Telephone System Replacement
Prepared by Telcom Enterprises
June 15, 2020**

Telcom Enterprises entered a contract with the Town of Espanola on December 19, 2019. Subsequently, after completing a comprehensive review of the towns phone requirements, Telcom issued a Request for Proposal on the Government Bids & Tenders Website on January 9, 2020 with a closing date of March 13, 2020.

Six (6) suppliers registered for the Request for Proposal. Of these six suppliers, four (4) were located in Sudbury, one (1) in Barrie and the last supplier was located in Toronto. (see list below).

- Sunwire – Sudbury
- Echo Technology- Toronto
- Your voice – Barrie
- Eastlink – Sudbury
- Agilis – Sudbury
- Nickle City Communications – Sudbury

Telcom Enterprises organized, in conjunction with Paula Roque, a mandatory onsite information visit on February 07, 2020 which all suppliers attended. Each supplier at that meeting were able to ask any questions they had with respect to the Request for Proposal they had received in January 2020.

Following the mandatory information briefing proponents were offered a site visit to each of the Town of Espanola's various locations to confirm the type of cabling and to ask any other pertinent questions so they could provide a comprehensive response to our Request for Proposal by the March 13, 2020 closing date.

Attending the mandatory information meeting was also your IT specialist contracted by the Town to ensure all systems were maintained and functioned from a reliability perspective.

Many questions were asked with respect to the current Samsung Legacy Phone System that was in place along with interconnection from a telecommunications viewpoint with all sites and the Town's main Administration Office located at 100 Tudhope Street.



(647) 792-9809 Ontario	(431) 317-0688 Manitoba	(306) 271-1733 Saskatchewan	(902) 812-1303 Prince Edward Island	(587) 779-6262 Alberta	(438) 315 -9166 Quebec – Montreal
(581) 316-2053 New Brunswick	(778) 746-1911 Newfoundland	(506) 719-0029 Nova Scotia	(709) 702-3349 Vancouver B.C.	(902) 417-5076 Quebec - Quebec City	(236) 317-4988 Victoria B.C.

Telcom Enterprises was also contracted, as part of the new telephone system Replacement project, to review and recommend further monthly savings that could be reemployed to offset the total cost over five 5-years (ROI/TCO). The monthly savings by implementing these recommendations will offset the full costs over five years (5) of purchasing and installing the new telephone system.

Upon a comprehensive review of the responding suppliers, a short list of three (3) suppliers was developed, they include,

- Sunwire
- Eastlink
- Your Voice

Of these three (3) shortlisted suppliers only Sunwire and Eastlink has credible survivability plans to ensure the Town of Espanola could provide telephone service to its citizens 100% of the time. "Your Voice" the third short listed supplier utilizes the Internet to deliver their phone services from a remote Data Centre. Both Eastlink and Sunwire also are providing their phone services from Sudbury but unlike "Your Voice" they are also including a second backup circuit to their Data Centre to ensure full survivability in case their main link fails.

Eastlink for many years has been the sole provider of both phone lines and Internet. As well, Eastlink and the Town of Espanola have a reciprocal Service Agreement which provides the Town with "no charge" dark fiber interconnections between Public Works and your other key sites. The dark fiber enables the Town of Espanola to currently interconnect the legacy Samsung Phone System that enables extensions to extension dialling between sites.

The new phone system will enable a significant reduction in phone lines as all calls will be routed directly to the individual sites through a new remotely located Voice Mail System that will enable current phone numbers to be called so there will be no disruption from citizens calling your various departments. The current number of legacy phones that will be retained are phone lines located in the Emergency Operations Center as well as Provincial Offences.

The phone system will enable a dramatic reduction of phone lines in the Recreation Complex, Library, Public Works, and the Administration Offices based on new phone line technology. More importantly, the new phone system will have leading edge technology which will be available to all users of the new system.

Please see the five-year (5) capital / operational cost review of all six (6) proponents listed below.



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VENDORS' – FIVE YEAR CAPITAL / OPERATIONAL COST COMPARISON

Supplier	5-Year Network Charge	5-Year One-time Charge including Hardware, Training, etc.	5-Year Support Maintenance Charge	Implementation Charge	Software Licencing Support Pricing	Total 5-Year Costs
Echo Technology	\$ 49,215.	\$55,167.08	0	0	0	\$111,061.08
Eastlink	\$ 47,565.	\$18,420.00	0	0	0	\$ 65,985.00
Your Voice	\$ 70,150.	\$16,530.00	0	0	0	\$ 87,030.00
Sunwire	\$36,204.	\$17,338.84	0	0	0	\$53,542.84
Agilis	\$268,000.	\$71,019.00	0	0	0	\$339,019.00
NCC	\$ 26,160.	\$58,530.51	\$ 9,492.	0	0	\$94,182.51

As you can see, the lowest cost proponent was Sunwire at \$53,542.84 with Eastlink at \$65,985.00 followed by Your Voice at \$87,030.00.

Although cost is a key factor, so is the assurance that the selected supplier can deliver the reliability the town requires to provide secure, certain communications with little or few requirements by internal staff to resolve repair problems etc.

As such, after careful consultation of all bids received with both Paula Roque and the Town of Espanola's IT contractor, backed by personal commitments from the Senior Vice President of Eastlink to ensure Eastlink will provide service excellence in all respects not only in the implementation of the new phone system but in ongoing support, Telcom Enterprises recommends moving forward with the Eastlink Proposal.

Yours truly,

Norm Pollard

President & Founder

Telcom Enterprises

500+telecommunication reviews completed with annualized savings totaling over \$5 Million

Premier National Consultant utilized by Government

National Home Hardware Dealer Support Telecommunications Consultant



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4. Clarify charges that stay/go away with proposal

The Town of Espanola requested clarification of current recurring charges and confirmation of charges that would go away /be replaced with new charges with proposed solution.

Current Monthly Recurring Charges include:

- Telephone Services (37 lines across 6 sites) \$1015.55 (Acct # 8127 4001 5000 1306)
- Internet \$295.60 (Acct # 8127 4203 1001 2399)
- Cable Television \$159.86 (Acct # 8127 4203 1000 9361)

Charges that go away (would be replaced by new charges) include:

- ✓ Telephone Services listed above would be replaced by Eastlink Hosted IP Voice Solution, quoted at \$1021.75, includes VoIP and Analog lines

To summarize, the Eastlink Solution would effectively replace telephone services for the Town of Espanola for approximately the same monthly cost.



100 Tudhope Street, Suite 2
Espanola, Ontario
P5E 1S6

REQUEST FOR PROPOSAL

RFP 2020-01-09

Telephone System Replacement

Issued By
Telcom Enterprises on Behalf of
The Corporation of the Town of Espanola

ISSUE DATE:	January 09, 2020
MANDATORY INFORMATION MEETING:	February 07, 2020 @ 10:00 a.m. Local Time As per Section 2.2
CLOSING DATE & TIME:	March 13, 2020 @ 2:00 p.m. Local Time
OFFICIAL POINT OF CONTACT:	Norm Pollard, President, Telcom Enterprises Phone: 705-429-8323 ext. 22 Email: norm@telcomenterprises.com

Table of Contents

1. Terms & Definitions	2
2. Procurement Invitation and Details	4
2.1 Introduction.....	4
2.2 Mandatory Site Meeting.....	5
2.3 Tentative Schedule & Timeline.....	5
2.4 Implementation Schedule & Plan.....	6
3. Project Background	6
4. Current Environment	6
5. System Requirements.....	9
5.1 Current Requirements	9
5.2 Future Requirements	9
5.3 Maintenance & Support.....	10
5.4 Warranty.....	10
6. Description of Bid Process	11
6.1 Evaluation Criteria	11
6.2 Inquiries & Clarifications.....	11
6.3 Addenda	11
6.4 Evaluation Committee	12
6.5 Discussions with Preferred Proponent.....	12
7. Bidders Response to RFP	12
7.1 Bidders Responsiveness	12
7.2 Vendor demonstrations	13
7.3 Training.....	13
8. Additional Information	14
9. Award & Payment Terms	14
9.1 Award	14
9.2 Payment Terms	14
10. General Terms and Conditions.....	15
10.1 Selection of Proponent	15
10.2 Failure to Enter into Agreement.....	16
10.3 Notification to Proponents of Outcome of Procurement Process.....	16
10.4 Debriefing	16
10.5 Prohibited Proponent Communications	16
10.6 Confidential Information of The Town of Espanola.....	16
10.7 Freedom of Information and Protections of Privacy Act.....	17
10.8 Reserved Rights of The Town of Espanola	17
10.9 Governing Law of RFP Process	18
10.10 Insurance.....	19
10.11 Workplace Safety and Insurance Certificate.....	19
10.12 Conflict of Interest.....	19
10.13 Identification of Proposal Envelope/Package.....	20
11. Response Structure	20
11.1 Bidder's Contact Section	20
11.2 Company and Manufacturer Evaluation Section.....	20
11.3 References	21
11.4 Requirement Section	21
11.5 Description of Proposed System	21
11.6 Feature Requirements.....	22
11.7 System Administration features	23
11.8 System Cost of Ownership	24
12. Appendix 1 thru 14	25

**Phone System Replacement
RFP-2020-01-09**

1. TERMS & DEFINITIONS

The following definitions apply to the interpretation of the Bid Documents:

1. **“Addenda or Addendum”** means a written change, addition, alteration, correction or revision to any Bid Documents.
2. **“Award”** means the acceptance by The Town of Espanola of a proposal to supply specific goods and/or services.
3. **“Bid Documents”** means collectively all of the documents comprising the Call for Bids, namely the RFP, and its related appendices.
4. **“Bid or Bid Form”** means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Proponent(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Project with the Owner in the event of award.
5. **“Board”** means the governing board of The Town of Espanola.
6. **“Call for Proposals”** means the Call for Proposals on the terms and conditions set forth in the Proposal Documents.
7. **“Closing Date & Time”** means the date & time specified in section 3. Tentative schedule by which all Proposal submissions shall be received and stamped by the Owner.
8. **“Conflict of Interest”** means an actual or potential situation in which the personal interests of a vendor, employee, or official are, or appear to be, in conflict with the best interests of The Town of Espanola.
9. **“Consultant/Contractor/Service Provider/Vendor”** means the individual, firm, company, or corporation to whom a contract has been awarded against an offer and who has undertaken to provide the goods/services required by this proposal.
10. **“Contract”** means the agreement in writing governing the Supply and Services which has been executed by the Owner and successful Proponent following acceptance by the Owner of the successful Proposal submission.
11. **“May”** used in this document denotes permissive. The Town of Espanola, as identified in the Call for Proposals and Proposal Documents and for the purpose of the award and execution and performance of the Project, shall mean the entity awarding the Project.
12. **“Proponent”** means any individual/firm/company/corporation receiving this invitation to submit a proposal in response to this Request for Proposal.
13. **“Recommended Proponent”** means the proponent that has had its proposal recommended for acceptance by the owner for Board approval.
14. **“Request for Proposal (RFP)”** means the documents issued to which proponents are invited to propose solutions that will result in the satisfaction of the owner’s objectives in a cost-efficient manner.
15. **“Responsive Proponent”** means a Proponent that follows and meets all the requirements of the RFP, includes all requested documentation, is of timely submission, and has the appropriate authorized signatures as required on each document.

**Phone System Replacement
RFP-2020-01-09**

16. **“Responsible Proponent”** means who has the capability to perform the project requirements and the integrity and reliability that will assure good faith performance.
17. **“Selected Proponent”** means the proponent whose submitted proposal has been selected by The Town of Espanola for further consideration.
18. **“Shall and Will”** where used in this document denotes imperative.
19. **“Successful Proponent”** means the proponent whose proposal has been accepted by The Town of Espanola and its respective authoritative bodies.
20. **“Supply”** means to supply the necessary tools, material, equipment, and product to satisfy the Proposal requirements.
21. **“Work”** means work/service performed to meet a demand to comply with the conditions of the Project, delivery dates, specifications and technical assistance

**The Corporation of the Town of Espanola
Phone System Replacement
RFP-2020-01-09**

2. Procurement Invitation and Details

2.1 Introduction

This RFP is issued by The Corporation of the Town of Espanola (Town of Espanola)

The Corporation of the Town of Espanola (Town of Espanola) is seeking proposals from qualified vendors for the supply, delivery and installation, commissioning, training and a maintenance support term of three (3) years for either a hosted or on-premise new communications system. This system will replace the current Samsung OS 7200 system and voicemail system located at their main administration office located at 100 Tudhope Street in Espanola, ON.

The town is interested in purchasing a technology platform, engaging expert assistance with its implementation, and obtaining ongoing support and maintenance for a comprehensive system that meets all of the Town of Espanola needs as described in this RFP.

This RFP will be made available on Bids & Tender effective January 09, 2020

The proposed new digital Voice over Internet Protocol enabled telephone system can be either a Hosted or on-premise, with SIP/traditional legacy phone line capabilities, telephone system. We propose connecting as many of their sites as possible under a “under one roof” concept.

If a Proponent would like to propose a solution for both a hosted or premise based option above, the Proponent must submit a separate Proposal for each option listed above that addresses all the submission requirements.

- a) Proposals must be received by **The Town of Espanola at: 100 Tudhope Street, Suite 2, Espanola, ON., P5E 1S6 (Attention: Paula Roque, Clerk / Manager of Planning Services) sealed in appropriate envelopes using the labels provided herein, up to March 13, 2020 2:00pm Local Time (“Closing Date”)**. For a proposal to be considered responsive and responsible, it must be legibly signed by an individual who has the authority to bind the organization.
- b) The Town of Espanola would like a 2nd soft copy submitted via USB drive and submitted with your official proposal.

Faxed or electronic submissions will not be accepted in response to this RFP.

The onus, unequivocally, remains with the proponent to ensure that submissions are delivered to: 100 Tudhope Street, Suite 2, Espanola, ON., P5E 1S6 by the closing time stipulated herein, in accordance with the submission process. Misdirected submissions, submissions received after the closing date and/or time will not be accepted and will be returned unopened after being date stamped or marked. Requests for extensions of closing date or time will not be granted and adjustments to submissions by telephone, fax, or electronically will not be considered. Proponents will be permitted to withdraw their proposal unopened after it has been deposited, if such request is received in writing by the Clerk / Manager of Planning Services, prior to the closing date and time specified in this document.

- c) The pricing submitted in your Proposal is to be firm and irrevocable for ninety (90) days from the Closing Date.

**The Corporation of the Town of Espanola
Phone System Replacement
RFP-2020-01-09**

2.2 Mandatory Site Meeting

Interested Proponents must attend a **mandatory site/information meeting** as follows:

Date: February 07, 2020
Time: 10:00am (Local Time)
Location: 100 Tudhope Street, Suite 2, Espanola, ON

Failure of a Proponent to attend the mandatory site/information meeting and be registered and present for the entire meeting, from the time the meeting is called to order until the meeting is adjourned, will automatically result in suspension of their eligibility to submit a Tender for this Work. Proposals received from such Contractors shall be found non-responsive and disqualified.

Questions regarding the RFP should be discussed during the mandatory site/information meeting.

Any additional questions after the mandatory site meeting are due by the dates specified in the timeline.

2.3. Tentative Schedule & Timeline

The following is a summary of the key dates in the procurement process:

Event	Date
RFP Issued	January 09, 2020
RFP Advertised on Bids & Tenders/Biddingo	January 09, 2020
Mandatory Site Information Meeting	February 07, 2020
Last Day to Submit Questions	February 28, 2020 (by noon)
Proposal Closing Date and Time	March 13, 2020 (2:00pm)
Evaluations of Proposals	Week of March 16, 2020
Vendor Presentations	Week of March 16, 2020
Verification of References of Preferred Proponent	Week of March 16, 2020
Notification to Successful Proponent(s)	Week of March 23, 2020
System Operational Date	April 27, 2020

- a) The above timelines are subject to change at the sole discretion of the Town and in accordance with this Bid Solicitation. In the event a change is made to any of the above dates, the Town will post any such changes by issuing an Addendum.
- b) The Town may amend any timeline, including the Closing Date and Time, without liability, cost or penalty, and within its sole discretion.
- c) In the event of any change in the Closing Date and Time, the Proponent shall thereafter be subject to the extended timeline.

Proponents must review the Bid Solicitation Documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained in the RFP.

**The Corporation of the Town of Espanola
Phone System Replacement
RFP-2020-01-09**

To facilitate comprehensive responses, Proponents are encouraged to submit questions or clarification requests either as soon as possible, or at the mandatory vendors meeting, and no later than the date and time indicated in the tentative schedule. Nothing in this notice obligates the Town to respond to any question or clarification request.

2.4 Implementation Schedule and Plan

The Town expects that the Contract will be executed by March 30, 2020 and the Project is projected to be completed on or before April 27, 2020. The Proponent will propose the implementation schedule as a part of the RFP submission.

During the implementation process, proponent will be expected to work closely with the Town to optimize the success of the implementation. The Town welcomes constructive suggestions/options and contributions that will help to meet both our long term technical and business requirements.

3. Project Background

The Town of Espanola is a town in Northern Ontario, Canada, located in the Sudbury District and was officially incorporated as a Town on March 1, 1958. It is situated on the Spanish River, approximately 70 kilometers west of downtown Sudbury, and just south of the junction of Highway 6 and Highway 17.

In 2006, the Town of Espanola was home to approximately 4,996 people.

The majority of the population speaks English only, making up 78.58 per cent of the population. The largest aboriginal population are that of the Metis, making up 54.87 per cent of the total aboriginal population at 255 people, the second largest Aboriginal population is the First Nations.

The current installed Samsung OS7400 Telephone System hardware has been in place for many years and is now at the end of life from a software and physical hardware perspective.

The Town of Espanola staff also want to be able to utilize new features not available on the current system (see system requirements). All current handsets, switches and associated hardware are owned by The Town of Espanola.

As this is a major installation decision, The Town of Espanola wants to ensure that they are aware of all the technology capabilities, particularly features that could be utilized to improve productivity of their staff. Follow me capability is an example of these requirements.

4. Current Environment

The Town of Espanola have had a Samsung OS7400 installed and working for many years. The Samsung OS7400 has reached its end of life and as such needs to be replaced.

Currently, there are approximately forty-three (43) phones extensions. The forty-three (43) extension are spread among their various Espanola sites excluding their site in Blind River as per the department/geographical locations listed below.

**The Corporation of the Town of Espanola
Phone System Replacement
RFP-2020-01-09**

5. System Requirements

5.1 Current System

The Town of Espanola currently routes the majority of incoming citizen calls to their Administration Office at 100 Tudhope Street via four (4) legacy copper lines. Most intrasite calls are routed via a cable network to the majority of sites excluding the Emergency Operations Centre. The current system is supported by a four (4) port voicemail system and all calls are answered by the auto attendant. There are forty-three (43) extensions location across their various Espanola sites. (see section 4 Current Environment).

5.2 Future Requirements

The new phone system must be capable of answering all incoming calls for all of their sites with a minimum twenty (20) port voicemail system so callers will be easily directed to the service(s) they are enquiring about. As such the new phone system must be capable of handling both session information protocol (SIP) trunk's as well as legacy type Bell services (copper lines).

In addition, the new phone system must be capable of handling not only the current phone extension footprint of forty-three (43) but be scalable up to a minimum of seventy-five (75) extensions.

The project will be implemented in early Spring 2020. When the project is complete, it must comprise a fully integrated and converged system with 4-digit dialing. The system must support both digital and analog devices (i.e. fax machines). The new system should also be designed with a minimum of two (2) processors to ensure maximum uptime.

The system must be easily managed and allow for simple administrative maintenance tasks by local staff (adding and changing features, setting up new users, adding phones, etc.) and a voice mail system with a minimum of twenty (20) ports is required with a separately costed sixteen (16) port option.

The new telephone system should have capability to expand to seventy-five (75) extensions.

At least three (3) different phone models should be quoted:

- a basic phone (80% of total order),
- a more advanced phone for managers and group leaders (15% of total order),
- and an executive level phone (5% of total order).

Please also include the cost for one Omni Directional Digital Conference Phone.

All short-listed proponents will be required to provide a physical demonstration of the three types of telephones and administration software (moves, adds and changes) during a short-listed audio/visual presentation day planned to take place in the towns board room. **Exact individual proponent's presentation times to be set with each short-listed vendor.**

In addition, a main receptionist/attendant phone station is required, along with one back up console that could be moved to a second location such as the Emergency Operations Centre and equipped with the capability to easily see what extensions are in use within the various sites and to transfer incoming citizen calls.

All phones and lines should support voicemail (with message waiting alert) and caller-ID along with common features like call forwarding, call pickup, call park, conferencing, ring again, LCD display,

**The Corporation of the Town of Espanola
Phone System Replacement
RFP-2020-01-09**

hands-free and headset enabled. The Town of Espanola want the option to convert Voice Mail Messages into Wave Email Files to be displayed on the various computers or printed in a hard copy.

- Call display, hands free, teleconferencing, phone sets to be user friendly for users.
- Main switchboard requires a second headset for training purposes.
- Three (3) hour backup required.
- Speed dial and forwarding capabilities are limited – a lot of calls need to be forwarded to other facilities on a regular basis and require improvement with the new system.
- The current switchboard is not readily re-locatable to a remote location. This new system requires a backup receptionist position within the Administration Building.
- Wireless phone may be required. Include costs for wireless phone sets under separate pricing option.
- Staff training in house is mandatory. State what training options are included. Client prefers leader led workshops.

5.3 Maintenance & Support

The Town is interested in the Proponent providing an ongoing support contract for the Town's complete end-to-end phone system from point of connection to PSTN, through all components to and including end-user phones. The Town would like one firm to provide this support.

Include a maintenance support cost outlining four (4) options as follows:

- Option A: - includes parts and labour,**
- Option B: - includes parts, labour, no phone sets,**
- Option C: - parts only, all labour billable, and**
- Option D: - parts only, all labour billable, no phone sets.**

5.4 Warranty

Provide Terms of warranty and ongoing maintenance cost, upon maintenance plan expiration.

Include contact procedures, response times, and any service level objectives and escalation paths.

Currently, from a telecommunications infrastructure perspective, Currently, The Town of Espanola utilizes a legacy phone line infra structure configuration consisting of thirty-three (33) phone lines

This RFP does not commit the Town to pay for any expenses incurred by the bidder during the preparation of its responses to this solicitation.

**The Corporation of the Town of Espanola
Phone System Replacement
RFP-2020-01-09**

6. Description of Bid Process

6.1 Evaluation Criteria

The evaluation criteria and values are as follows:

Stage Description	Weight
1. Company and Manufacturer Evaluation (Demonstrated ability & experience on similar projects)	30%
2. Technical Requirements Evaluation (Includes approach, methodology, equipment proposed, & quality assurance procedures)	30%
3. System Management Evaluation (Qualifications & experience of the team assigned)	10%
4. System TCO Evaluation (financial capital/operating costs over a five-year (5) term)	30%
TOTAL	100%

Each criterion is evaluated and assigned a score. Only those Requests achieving a minimum Total Evaluated Score of 70% (700 out of 1,000 possible points) or higher based on the scale shall be further considered in the Evaluation process.

As described in Section 2 above, a **mandatory** site visit will take place during the information/site meeting at: The Town of Espanola 100 Tudhope Street, Suite 2, Espanola, Ontario **Note ONLY those firms in attendance at this meeting and who attend at the site visit may submit a bid.** A Sign in Sheet will be provided at the meeting and only those companies that have signed in prior to the meeting being called to order and that remain in attendance until the site visit is completed will be permitted to submit a bid for this project. Please RSVP your intention to attend the mandatory site visit to; **norm@telcomenterprises.com**

A signed, non-disclosure agreement must be submitted at that time (see Appendix 2) for details. All suppliers are requested to advise the number of staff that will be attending the pre-bid meeting and site visits at least two (2) days prior to the mandatory meeting scheduled time and date of February 07, 2020 at 10:00 am

6.2 Inquiries & Clarifications

Inquiries about this proposal must be made **in writing** to: Norm Pollard, President, Telcom Enterprises, via email at **norm@telcomenterprises.com**. **Telephone calls will not be accepted.**

6.3 Addenda

If The Town of Espanola determines that clarification or revisions are required, all Proponents who received copies of the Request Documents shall be advised of such additions to, deletions from, or alterations to the Request Documents during the period that the Request is open by written Addenda. All such changes shall become a part of the Request Documents and shall be allowed for in arriving at the prices bid.

STAFF REPORT

Department: Administration

Date: June 19, 2020

Item: 100 Tudhope Roofing Upgrades

Recommendation: Be It Resolved That: The Tender for 100 Tudhope Roofing Upgrades be awarded to Semple Gooder.

Background: This project was originally budgeted for in 2017. The funds were transferred to reserves as the project was delayed each year as other projects took precedence. There is some complexity to this job as there are 2 parts to the upgrades, one being a flat roof that does involve some specialty work.

Analysis: A Pre Tender site meeting was held on June 11, 2020 with 6 Contractors in attendance. Perry & Perry advised that there were lots of follow up inquiries and contractors assumed a competitive environment. Semple Gooder was the only Tender received. They are a roofing contractor, specializing in roofing projects and addressing unique site conditions. The Bid is in line with the 2018 Cost Summary and the proposal is below budget. The Perry & Perry Evaluation Summary and 2018 Cost Summary is attached. If awarded the project, Semple Gooder is required under the Tender provisions to start the project within 3 weeks of the award. This timeline falls in line with our requirements as the courts are currently suspended so disruptions would not be an issue.

Existing Policy: Council Resolution

Strategic Goal: Excellence in Government

Financial Commitment: \$96,900.00 + HST

Budgeted: **Yes X** **No__**

Implementation: Clerk

Prepared By: Paula Roque

Department Manager:

CAO/Treasurer: Cynthia Townsend

Approval of Recommendation: **Yes__✓__** **No__**

Comments:

TENDER EVALUATION SUMMARY

18-Jun-20

100 Tudhope Roofing Upgrades
1827

Scope of Work	Budget	Sample Gooder	% Total
General Requirements	\$ 2,564.50	\$ 2,000.00	2.06%
Demolition/Removals	\$ 13,976.52	\$ 10,900.00	11.25%
Rough Carpentry	\$ 2,692.72	\$ 2,100.00	2.17%
Miscellaneous Metals	\$ 3,590.30	\$ 2,800.00	2.89%
Asphalt Shingles	\$ 13,848.30	\$ 10,800.00	11.15%
BUR Roofing System	\$ 37,954.59	\$ 29,600.00	30.55%
Flashing & Sheet Metal	\$ 10,258.00	\$ 8,000.00	8.26%
Eavestrough & Downspouts	\$ 4,487.87	\$ 3,500.00	3.61%
Joint Sealants	\$ 256.45	\$ 200.00	0.21%
Mechanical	\$ 11,540.25	\$ 9,000.00	9.29%
Electrical	\$ 1,282.25	\$ 1,000.00	1.03%
Allowances	\$ 2,564.50	\$ 2,000.00	2.06%
Contingency	\$ 19,233.75	\$ 15,000.00	15.48%
Other	\$ -	\$ -	0.00%
TOTAL	\$ 124,250.00	\$ 96,900.00	100.00%

Weeks to Complete	4	3
Addendums (No.1)	Acknowledged	Yes
Appendix 'A'	Submitted	No
Appendix 'B'	Submitted	Yes
Appendix 'C'	Submitted	Yes
Appendix 'D'	Submitted	Yes

Perry + Perry ARCHITECTS Inc

100 Tudhope Street
Roof Upgrades
1827

BID FORM

00004
Page 1
2020-03-12

PROJECT NUMBER: 1827
PROJECT TITLE: Roof Upgrades
PROJECT LOCATION: 100 Tudhope Street, Espanola, Ontario
(Project)
Submitted To: Corporation of the Town of Espanola ("Owner")
(Owner)

We, Seample-Goeder Northern Limited
(Company Name)
of 2409 Crown Ridge Road, Sudbury, ON P3G 0A3
(Business Address)

having examined the bid documents for the Project and Addenda No. 1 to
No. 1 inclusive, all as issued by Perry & Perry -- June 12, 2020
(Consultant)

and listed in Appendix "A" (the "Bid Documents") and having visited and examined the Project
site, hereby offer to enter into a contract to perform the work required by the Bid Documents
(the "Work") inclusive of all specified allowances for the stipulated price of

NINETY SIX THOUSAND NINE HUNDRED DOLLARS

Dollars \$ 96,900.00

in Canadian funds, which price includes any specified cash and contingency allowances and all
applicable taxes in force at this date, excluding H.S.T., except as may be otherwise provided in
the Bid Documents.

Appendices to Bid:

The information on Subcontractors, Lists of Bid Documents, Alternative Prices and Tender Cost
Breakdown form are provided in the attached Appendices, and form an integral part of this Bid.

Declarations:

We hereby declare that:

1. we acknowledge and agree to abide by all of the terms and conditions as set out in the Instructions to Bidders.
2. we agree to perform the Work in compliance with the terms and conditions stated in the Bid Documents and within the required completion schedule stated in the Bid Documents, or if no schedule is stated, to attain Substantial Performance of the Work within Three weeks after receiving notice of Contract award;
3. no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
4. this Bid is irrevocable and open to acceptance for a period of sixty (60) days from the date of Bid closing, irrespective of the acceptance by the Owner of any other Bid or the issuance of a notice of acceptance of any other Bid;
5. We will execute and deliver to the Consultant a Contract for the Work in the form prescribed in the Bid Documents, within seven (7) days of receiving the Contract from the Owner, or the Consultant;
6. We agree that the Owner has the absolute right to accept or to reject the offer that this Bid comprises, for any reason whatsoever, without explanation, including if it contains the lowest stipulated price of the Bids received by the Owner;
7. If this Bid is accepted by the Owner within the time period stated, we undertake and agree to furnish the following documents, in addition to the signed Contract, all within seven (7) days from the date of acceptance:
 - (a) shall deliver to the Owner's Consultant certificate(s) of insurance from an approved insurance company licensed to carry on business where the Work is to be performed, evidencing the insurance coverage as required under the Contract;
8. We acknowledge and agree that we shall not be entitled to any compensation for the cost of preparing this Bid, nor shall the Owner have any obligation to compensate us for the cost of preparing this Bid. We further acknowledge that neither the Owner, nor the Consultant, nor their representatives or agents, shall be liable to us for any cost, loss or damages suffered or incurred as a result of the rejection of this Bid.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: Seemple-Goeder Northern Limited
(Name)
2409 Crown Ridge Road,
(Street Address or Postal Box Number)
Sudbury, ON P3G 0A3
(City, Province & Postal Code) (Apply SEAL above)

Signature: 

Name & Title: Jason Damboise Manager
(Please Print or Type)

Witness: 

Dated at Sudbury this 18th day of June, 2020

N.B. Where legal jurisdiction or Owner requirement calls for proof of authority to execute this Bid, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign this Bid for and on behalf of the Corporation or Partnership should be attached.

APPENDIX "B" to Bid

PROJECT NUMBER: 1827
PROJECT TITLE: Roof Upgrades
PROJECT LOCATION: 100 Tudhope Street, Espanola, Ontario

BID SUBMITTED BY: Semple-Gooder Northern Limited

LIST OF SUBCONTRACTORS

The following are the Subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(If not used, bar and initial the space below)

Division or Section of Work	Name of Subcontractor
Asphalt Shingles	Nixen Bros.
BUR Roof System	Semple-Gooder Northern Limited
Miscellaneous Material	Morin Industrial Coatings Ltd.
Man Lift	Cooper Rents
Eaves trough & Down Spout	Nixen Bros.
Mechanical	Wright Air Systems
Electrical	Wright Air Systems

Appendix B must be submitted with the Bid Form no later than 2:00 p.m. local time on the specified Tender Close date.

APPENDIX "C" to Bid

PROJECT NUMBER: 1827

PROJECT TITLE: Roof Upgrades

PROJECT LOCATION: 100 Tudhope Street, Espanola, Ontario

BID SUBMITTED BY: Simple-Gooder Northern Limited

ALTERNATIVE PRICES

The following are our prices for the Alternative Work listed hereunder. Such Alternative Work and amounts are **NOT** included in our Stipulated Price.

(If not used, bar and initial the space below)

Description of Alternative Work	Effect on Stipulated Price (\$)	
	Addition	Deduction
N/A		

Appendix C must be submitted with Supplementary Bid Information no later than 3:00 p.m. local time on the specified Tender Close date.

APPENDIX "D" to Bid**PROJECT NUMBER:** 1827**PROJECT TITLE:** Roof Upgrades**PROJECT LOCATION:** 100 Tudhope Street, Espanola, Ontario**BID SUBMITTED BY:** Simple-Gooder Northern Limited**TENDER COST BREAKDOWN (1827)**

CODE	DESCRIPTION	TOTAL
A01	GENERAL CONDITIONS	2,000.00
A02	DEMOLITION & REMOVALS	10,900.00
A03	MISCELLANEOUS METALS	2,100.00
A04	ROUGH CARPENTRY	2,800.00
A05	ASPHALT SHINGLES	10,800.00
A06	BUR ROOF SYSTEM	29,600.00
A07	FLASHING & SHEET METAL	8,000.00
A08	EAVESTROUGH & DOWNSPOUTS	3,500.00
A09	JOINT SEALANTS	200.00
A10	MECHANICAL	9,000.00
A11	ELECTRICAL	1,000.00
A12	ALLOWANCES	2,000.00
A13	CONTINGENCY	15,000.00
A14	OTHER	N/A

	TOTAL	96,900.00
(TOTAL SHALL EQUAL TENDER PRICE)		

Appendix G must be submitted with Supplementary Bid Information no later than 3:00 p.m.
local time on the specified Tender Close date.

Recommended Project Budget

100 Tudhope Street, Espanola, Ontario Roofing Retrofits

Project Description	Construction	Consultant	Contingency	TOTAL	Comments
Slope Roof Retrofit	\$52,952.90	\$5,295.29	\$2,912.41	\$61,160.60	
Flat Roof Retrofit	\$71,304.26	\$7,130.43	\$3,921.73	\$82,356.41	
JP Office HVAC	\$18,376.02	\$3,675.20	\$1,102.56	\$23,153.79	
TOTAL	\$142,633.18	\$16,100.92	\$7,936.70	\$166,670.80	

This Recommended Project Budget is intended to provide a modified Class D Order of Magnitude assessment (+/-15%) of the project costs associated with the project at the design analysis stage. Accordingly, this cost estimate should only be considered in conjunction with the proposed preliminary scope of work and design documents associated with the project. This type of estimate is used to obtain project approval and maintain a baseline for budgetary control.

Perry + Perry ARCHITECTS Inc

STAFF REPORT

Department: Administration

Date: June 10, 2020

Item: Economic Development Corporation

Recommendation: For Discussion with Doug Bamberger and Salma Fallatah, Solicitors with Desmarais Keenan

Background: Council directed Staff to proceed with establishing an Economic Development Corporation. Prior to finalizing the Bylaws of the Corporation Staff requested that the Town's Solicitors address Council to explain the purpose of the bylaws and clarify any outstanding questions of Council.

Analysis: Doug Bamberger and Salma Fallatah, Solicitors with Desmarais Keenan have been handling this file on the Town's behalf.

Existing Policy: Council Resolution / Bylaw

Strategic Goal: Excellence in Government

Financial Commitment: Council passed attached resolution during budget deliberations in early 2019

Budgeted: Yes ☒ No ☐

Implementation: Clerk's Office / Council

Prepared By: Paula Roque

Department Manager:

CAO/Treasurer:

Approval of Recommendation: Yes ☐ No ☐

Comments:

4. The objects for which the corporation is incorporated are:
Objets pour lesquels la personne morale est constituée:
- a) To pursue economic development opportunities by supporting agricultural, industrial, commercial, residential, institutional, tourism development and innovation in the Town of Espanola;
 - b) To promote industrial, commercial, residential, and institutional development with the cooperation and participation of the community by encouraging, facilitating and supporting community strategic planning towards increasing self-reliance and resiliency, investment and job creation, innovation, retention and expansion within the Town of Espanola,
 - c) To identify and support all economic development opportunities in the Town of Espanola whether they be of an industrial, commercial, residential and institutional nature or otherwise;
 - d) To liaise with senior government ministries, agencies, official, local and regional groups or associations and entrepreneurs on topics of importance to industrial, commercial, residential and institutional economic stimulation and to pursue economic diversification through research and development and to pursue all avenues of funding to assist the foregoing;
 - e) To promote the Town of Espanola for purposes of agricultural, industrial, commercial, residential, institutional, tourism development and innovation;
 - f) To acquire, develop and dispose of sites in the Town of Espanola for agricultural, industrial, commercial, residential, institutional, tourism development and innovation;
 - g) To undertake community improvement consistent with a community improvement plan approved by the Town of Espanola under subsection 28(4) of the Planning Act;
 - h) To improve, beautify and maintain municipally owned land, buildings and structures in an area designated by the municipality beyond the standard provided at the expense of the municipality generally and to promote any area of the municipality as a business or shopping area, park or cultural space;
 - i) To employ sound business practices to design and implement innovative and realistic approaches to economic development;
 - j) To partner with government and industry to provide sustainable solutions to economic development opportunities
 - k) To provide the community, enterprises and entrepreneurs with the knowledge, information and tools they need to understand, evaluate and measure economic and business development.
 - l) To facilitate education, extension and outreach programs which assist the community in capitalizing on local opportunities.
 - m) To support initiatives and special events which contribute to economic development in the Town of Espanola; and

- n) To promote and develop opportunities for tourism in the Town of Espanola.

5. The special provisions are:
Dispositions particulières:

The corporation shall be carried on without the purpose of gain for its members, and any profits or other accretions to the corporation shall be used in promoting its objects.

La personne morale doit exercer ses activités sans rechercher de gain pécuniaire pour ses membres, et tout bénéfice ou tout accroissement de l'actif de la personne morale doit être utilisé pour promouvoir ses objets.

(a) The directors, and those directors who also serve as officers, shall serve as directors and officers without remuneration and a director or officer may not directly or indirectly receive remuneration from his or her positions as director, officer or any other capacity, provided that they may be paid reasonable expenses incurred by them in the performance of their duties;

(b) The borrowing power of the Corporation pursuant to any by-law passed and confirmed in accordance with section 59 of the Corporations Act (Ontario) shall be limited to borrowing money for current operating expenses, provided that the borrowing power of the Corporation shall not be so limited if it borrows on the security of real or personal property;

(c) Upon the dissolution of the Corporation and after the payment of all debts and liabilities, its remaining property shall be distributed or disposed of to The Corporation of the Town of Espanola.
ANCILLARY POWER CLAUSES

For the objects set out in section 4 above, and as incidental and ancillary thereto, to exercise any of the powers prescribed by the Corporations Act (Ontario), or by any other statutes or law from time to time applicable, and in particular, without limiting the generality of the foregoing:

(1) Power to Accumulate:

To accumulate from time to time part of the fund or funds of the Corporation and income therefrom subject to any statutes or laws from time to time applicable;

(2) Power to Invest:

To invest and reinvest the funds of the Corporation in such manner as determined by the Directors, and in making such investments, the Directors shall not be limited to investments authorized by trustees, provided such investments are reasonable and prudent under the circumstances and do not constitute, either directly or indirectly, a conflict of interest;

(3) Power to Solicit Donations and Grants:

To solicit and receive donations, bequests, legacies and grants, and to enter into agreements, contracts and undertakings incidental thereto;

(4) Power to Receive Personal Property:

To acquire, by purchase, contract, donation, legacy, gift, grant, bequest or otherwise, any personal property and to enter into and carry out any agreements, contracts or undertakings incidental thereto, and to sell, dispose of and convey the same, or any part thereof, as may be considered advisable;

(5) Power to Hold and Dispose of Real Property:

To acquire, purchase, lease, devise, gift or otherwise, real property, and to hold such real property or interest therein necessary for the actual use and occupation of the Corporation, and, when no longer necessary, to sell, dispose of and convey the same or any part thereof;

(6) Power to Hire:

To employ and pay such assistants, clerks, agents, representatives and employees, and to procure, equip and maintain such officers and other facilities and to incur such reasonable expenses, as may be necessary, provided that the Corporation shall not pay remuneration to a Director in any capacity whatsoever;

(7) Power to Co-operate with Other Agencies:

To co-operate, liaise, and contract with other organizations, institutions or agencies which carry on similar objects to that of the Corporation;

(8) Power to Participate in the Reorganization of a Corporation:

To take up proportions of any increased capital of a company or corporation in which the Corporation may at anytime hold shares or obligations, to purchase any additional shares or obligations in such company or corporation; to join in any plan for the reconstruction or reorganization or for the sale of assets of any company or corporation, or part thereof; to enter into any pooling or other agreement in connection with the shares or obligations of a company or corporation held by the Corporation; and to give consent to the creation of any mortgage, lien or indebtedness of any company or corporation whose shares or obligations are held by the Corporation;

(9) Power to Sue and Compromise Claims:

To demand and compel payment of all sums of money and claims to any real or personal property in which the Corporation may have an interest and to compromise any such claims and generally sue and be sued in its corporate name;

(10) Power to Issue Cheques:

To draw, make, accept, endorse, execute and issue cheques and other negotiable or transferable instruments;

(11) Power to Pay Costs of Incorporation:

To pay all costs and expenses of, or incidental to, the incorporation;

(12) Restriction on powers:

Provided that it shall not be lawful for the Corporation directly or indirectly to transact or undertake any business within the meaning of the *Loan and Trust Corporations Act* (Ontario); and

(13) Fundraising:

To engage in fundraising for the purpose of providing operating funds or making capital improvements, establishing new and/or expanding any services related to the objects set out in section 4 above.

6. The names and address for service of the applicants: Nom et prénoms et domicile élu des requérants :	
First name, middle names and surname Prénom, autres Prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro, le numéro de la R.R. ou le nom de la municipalité, la province, le pays et le code postal
JILL BEER WILLIAM FOSTER	13 VINCENT COURT, ESPANOLA, ON P5E 1B7 528 BOIS STREET, ESPANOLA, ON P5E 1A8
KEN DUPLESSIS RAY DUFOUR	337 TALBOT STREET, ESPANOLA, ON P5E 1B4 457 POLOJKO DRIVE, ESPANOLA, ON P5E 1G6
HEATHER MALOTT MAUREEN VAN ALSTINE	593 CLEAR LAKE DRIVE, ESPANOLA, ON P5E 1N6 258 BARBER STREET, ESPANOLA, ON P5E 1B3
SANDRA HAYDEN	131 DUPLESSIS ROAD, ESPANOLA, ON P5E 1G5

This application is executed in duplicate.
La présente requête est faite en double exemplaire.

Signatures of applicants
Signature des requérants

Jill Beer
Maureen Van Alstine
Bill Foster
Heather Malott
Ray Dufour
K. Duplessis
Sandra Hayden

BY-LAW NO. 1

GENERAL BY-LAW FOR NOT FOR PROFIT CORPORATION

A by-law relating generally to the conduct
of the business and affairs of

ESPANOLA ECONOMIC DEVELOPMENT CORPORATION
(hereinafter referred to as "the Corporation")

1. **DEFINITIONS:**

In the By-law, unless the context otherwise specifies or requires:

- a. "Act" means the Corporations Act, R.S.O. 1990, chap. C.38 as from time to time amended and every statute that may be substituted therefore and, in the case of such substitution, any referenced in the By-laws of the Corporation to provisions of the Act shall be read as references to the substituted provisions therefore in the new statute or statutes;
- b. "By-law" means any By-law of the Corporation from time to time in force and effect;
- c. "Letters Patent" means the Letters Patent and any supplementary letters patent of the Corporation;
- d. "Regulations" means the regulations made under the Act as from time to time amended and every regulation that may be substituted therefore and, in the case of such substitution, any references in the By-laws of the Corporation to provisions of the regulations shall be read as references to the substituted provisions therefore in the new regulations.

2. **INTERPRETATION:**

This By-law shall be, unless the context otherwise requires, construed and interpreted in accordance with the following:

- a. all terms which are contained in the By-laws of the Corporation and which are defined in the Act or the Regulations made thereunder shall have the meanings given to such terms in the Act or such Regulations;
- b. words importing the singular number only shall include the plural and vice versa; and the word "person" shall include corporations, partnerships, syndicates, trusts and any number or aggregate of persons;
- c. the headings used in the By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

3. **HEAD OFFICE:**

The head office of the Corporation shall be in the Province of Ontario (subject to change by special resolution) and at such place within the municipality in the Province of Ontario as the directors of the Corporation may from time to time by resolution fix.

4. **SEAL:**

The seal, an impression of which is stamped in the margin hereof, shall be the seal of the Corporation.

MEMBERSHIP

5. **Membership:** Membership in the Corporation shall be comprised of those elected to the City Council of the Town of Espanola. Each member shall be entitled to ONE (1) vote at meetings of the members of the Corporation. There shall be no dues or fees payable by members.

6. **Cancellation or Refusal of Membership:** The Board of Directors may cancel the membership of or refuse membership to any individual whose actions are contrary and harmful to the objectives and policies of the Corporation. The Board shall notify the individual in writing that his or her membership has been cancelled or refused. The individual shall have THIRTY (30) days to appeal the cancellation of or refusal of membership, in writing, to the Board for consideration.

7. **Termination of Membership:** The interest of a member in the Corporation is not transferable and lapses and ceases to exist:

- a. upon death of the member;
- b. when the member ceases to be a councillor on the City Council of the Town of Espanola;
- c. when the member ceases to be a member by written resignation delivered to the Secretary of the Corporation; or
- d. as otherwise provided in these By-laws.

MEMBERS' MEETINGS

8. **Time and Place of Annual Meeting:** Subject to compliance with Section 293 of the Act, the annual meeting of the members shall be held on such day in each year and at such time and place as the Board of Directors may by resolution determine provided that the annual meeting shall be held within FIVE (5) months of the financial year end of the Corporation. On proper notice, the members may consider and transact any business either special or general at any meeting of the members.

9. **Annual Meetings:** At every annual meeting, in addition to any other business that may be transacted, the report of the Directors, the financial statements and the report of the auditors shall be presented, and the Directors shall be elected, and auditors appointed

for the ensuing year. The members may consider and transact any business either special or general at any meeting of members. Non-members may be invited to attend the annual general meeting as guests of the Corporation at the discretion of the chairperson of the meeting, but they shall have no voting rights at the meeting. The chairperson of the meeting may declare certain business of the Corporation to be of such a confidential nature that it requires that the business be addressed during an in-camera session of the meeting. In that event, any guests present at the meeting will be asked to leave for the in-camera portion of the meeting.

10. Special General Meetings: Other meetings of the members may be convened by order of the President or Treasurer or by the Board of Directors at any date and time and such meetings shall be held at a place as determined by the Board of Directors. The Board of Directors shall call a special general meeting of members on written requisition of not less than ten percent (10%) of the members.
11. Notice: Subject to Section 133(2) of the Act, twenty-one (21) days' written notice shall be given in the manner specified in paragraph 57 to each member of any annual or special general meeting of members. Notice of any meeting where special business will be transacted shall contain sufficient information to permit a voting member to form a reasoned judgment on the decision to be taken.
12. Waiver of Notice: A member and any other person entitled to attend a meeting of members may in any manner waive notice of a meeting of members and attendance of any such person at a meeting of members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
13. Error or Omission in Giving Notice: No error or omission in giving notice of any annual or special meeting or any adjourned meeting of the members of the Corporation shall invalidate any resolution passed or any proceedings taken at any meeting of members.
14. Quorum: A quorum at any meeting of the members (unless a greater number of members and/or proxies are required to be present by the Act, Letters Patent or these By-laws) shall be a majority of members present in person. No business shall be transacted at any meeting unless the requisite quorum is present at the time of the transaction of such business. If a quorum is not present at the time appointed for a meeting of members or within such reasonable time thereafter as the members present may determine, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business and the provisions of paragraph 57 with regard to notice shall apply to such adjournment.
15. Chairperson of the Meeting: The chairperson of any meeting of members shall be the President or, in his or her absence, a Vice-President. In the event that the President is absent and there is no Vice-President present, the persons who are present and entitled to vote shall choose another director as chairperson of the meeting and if no director is present or if all the directors present decline to take the chair then the persons who are present and entitled to vote shall choose one of their number to be chairperson.
16. Adjournment: The chairperson of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such

adjournment need be given to the members. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

17. **Voting of Members:** Every question submitted to any meeting of members shall be decided in the first instance on a show of hands by a majority of votes unless otherwise specifically provided by the Act or by these by-laws. In the case of an equality of votes the chairperson of the meeting shall both on a show of hands and at a poll have a second or casting vote in addition to the vote or votes to which the chairperson may be otherwise entitled.

At any meeting unless a poll is demanded, a declaration by the chairperson of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

A poll may be demanded either before or after any vote by show of hands by any person entitled to vote at the meeting. If at any meeting a poll is demanded on the election of a chairperson or on the question of adjournment it shall be taken forthwith without adjournment. If at any meeting a poll is demanded on any other question or as to the election of directors, the vote shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the chairperson of the meeting directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn.

18. **Proxies:** Votes at meetings of the members may be given either personally or by a general or limited proxy. Upon a poll and subject to the provisions, if any, of the Letters Patent, every member who is entitled to vote at the meeting and who is present in person shall have one (1) vote and every person appointed by proxy shall have one (1) vote for each member who is entitled to vote at the meeting and who is represented by such proxyholder.

A proxy shall be executed by the member or the member's attorney authorized in writing.

A person appointed by proxy must be a member.

A member who appoints another member as his or her proxy may do so either by way of a limited proxy or a general proxy. A limited proxy may restrict the kinds of matters on which the proxyholder may vote on behalf of the member, contain a time limit regarding the time during which the proxy shall be effective or contain any other restriction that the member considers to be desirable.

A GENERAL PROXY MAY BE IN THE FOLLOWING FORM:

The undersigned member of _____ hereby appoints _____ of _____ or failing the person appointed above, _____ of _____ as the proxy of the undersigned to attend and act at the _____ meeting of the members of the said corporation to be held on the _____ day of _____, 20____, and at any adjournment or adjournments thereof in the same manner, to the same extent and with the same power as if the undersigned were present at the said meeting or such adjournment or adjournments

thereof.

DATED this ___ day of _____, 20__.

Signature of Member

A LIMITED PROXY MAY BE IN THE FOLLOWING FORM:

The undersigned member of _____ hereby appoints _____ of _____ or failing the person appointed above, _____ of _____ as the proxy of the undersigned to attend and act at the _____ meeting of the members of the said corporation to be held on the _____ day of _____, 20____, and at any adjournment or adjournments thereof to vote only in respect of the following matters:

_____, in the same manner, to the same extent and with the same power as if the undersigned were present at the said meeting or such adjournment or adjournments thereof.

DATED this _____ day of _____, 20____.

Signature of Member

The directors may from time to time make regulations regarding the lodging of proxies at some place or places other than the place at which a meeting or adjourned meeting of members is to be held and for particulars of such proxies to be sent in writing, or by facsimile transmission or by another form electronic transmission where there is a record that the proxy has been sent, ("Written or Electronic Proxy") before the meeting or adjourned meeting to the Corporation or any agent of the Corporation for the purpose of receiving such particulars and providing that proxies so lodged may be voted upon as though the proxies themselves were produced at the meeting or adjourned meeting and votes given in accordance with such regulations shall be valid and shall be counted. The chairperson of any meeting of members may, subject to any regulations made as aforesaid, in the chairperson's discretion accept the Written or Electronic Proxy as to the authority of any person claiming to vote on behalf of and to represent a member notwithstanding that no proxy conferring such authority has been lodged with the Corporation, and any votes given in accordance with such Written or Electronic Proxy accepted by the chairperson of the meeting shall be valid and shall be counted.

19. Resolutions in Lieu of Meeting: A resolution in writing signed by all of the members entitled to vote on that resolution at a meeting of members, or committees of members, is as valid as if it had been passed at a meeting of members or committees of members.

BOARD OF DIRECTORS

20. Duties and Number: The affairs of the Corporation shall be managed by a board of directors who may be known and referred to as directors, trustees or governors. The board of directors shall consist of the number of directors set out in the Letters Patent or such other number of directors as may be determined from time to time by special resolution.
21. Qualifications: Every director shall be eighteen (18) or more years of age and shall be a member of the Corporation or shall become a member of the Corporation within ten (10) days after election as a director and no undischarged bankrupt shall become a director.
22. First Directors: The applicants for incorporation shall become the first directors of the Corporation for whose term of office on the board of directors shall continue until their successors are elected at the first meeting of members.
23. Election and Term: Subject to the provisions of this By-law, directors shall be elected yearly by the members at an annual meeting. The directors' term of office shall be from the date of the meeting at which they are elected until the annual meeting next following or until their successors are elected. The whole board of directors shall retire at the annual meeting at which the election of directors is to be made but, subject to the provisions of the By-laws, shall be eligible for re-election.
24. Vacancies: The office of a director shall automatically be vacated:
- a. if the director does not within ten (10) days after election or appointment as a director become a member, or ceases to be a member of the Corporation;
 - b. if the director becomes bankrupt or suspends payment of debts generally or compounds with creditors or makes an authorized assignment or is declared insolvent;
 - c. if the director is found to be a mentally incompetent person or becomes of unsound mind;
 - d. if the director misses three (3) consecutive meetings of the board of directors, unless the board determines by resolution otherwise;
 - e. if the director by notice in writing to the Corporation resigns office which resignation shall be effective at the time it is received by the President of the Corporation or at the time specified in the notice, whichever is later;
 - f. if at a special meeting of members, a resolution is passed by at least two-thirds (2/3) of the votes cast by the members at the special meeting removing the director before the expiration of the director's term of office; or
 - g. if the director dies.
25. Filling Vacancies: A vacancy occurring in the board of directors shall be filled as follows:
- a. if the vacancy occurs as a result of the removal of any director by the members in accordance with paragraph 24(f) above, it may be filled upon the vote of a majority of the members and any director elected to fill a removed director's place shall hold office for the remainder of the removed director's term;

- b. any other vacancy in the board of directors may be filled by the directors then in office (so long as there is a quorum) for a term continuing only until the next annual meeting of members at which time the vacancy shall be filled by the members, provided that if there is not a quorum of directors, the remaining directors shall forthwith call a meeting of the members to fill the vacancy, and, in default or if there are no directors then in office, the meeting may be called by any member;
- c. otherwise such vacancy shall be filled at the next annual meeting of the members at which the directors for the ensuing year are elected.

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

- 26. Remuneration of Directors: The directors shall serve as such without remuneration and no director shall directly or indirectly receive any profit from occupying the position of director, provided that a director may be reimbursed for reasonable expenses incurred by the director in the performance of the director's duties.
- 27. Administer Affairs: The board of directors of the Corporation shall administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Corporation is by its Letters Patent or otherwise authorized to exercise and do.
- 28. Expenditures: The board of directors shall have power to authorize expenditures on behalf of the Corporation from time to time for the purpose of furthering the objects of the Corporation.
- 29. Fund Raising: The board of directors shall take such steps as it may deem requisite to enable the Corporation to acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments and donations of any kind whatsoever for the purpose of furthering the objects of the Corporation.
- 30. Employees: The board of directors may authorize the employment of such individuals at it deems necessary for the proper conduct of the affairs of the Corporation at such remuneration and upon such conditions as may be agreed. The board of directors may delegate any of these powers as it deems appropriate to the Executive Committee or other committee or to the Executive Director of the Corporation. The board of directors may have the power to dismiss or suspend any employee and may delegate this authority as it sees fit to any committee or to the Executive Director of the Corporation.
- 31. Remuneration of Agents and Employees: The remuneration of agents and employees shall, subject to the other provisions of the By-law, be fixed by the board of directors by resolution.
- 32. Books and Records: The board of directors shall ensure that all necessary books and records of the Corporation required by the By-laws of the Corporation or by any

applicable statute or law are regularly and properly kept.

MEETINGS OF THE DIRECTORS

33. Place of Meeting: Meetings of the board of directors may be held either at the head office or at any place within or outside Ontario.
34. Notice: A meeting of directors may be convened by the President, Treasurer or any two directors at any time. The Secretary, when directed or authorized by any such officers or any two (2) directors, shall convene a meeting of directors. Notice of any such meeting shall be served in the manner specified in paragraph 57 of this By-law not less than two (2) days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place; provided always that a director may in any manner and at any time waive notice of a meeting of directors and attendance of a director at a meeting of directors shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called; provided further that meetings of directors may be held at any time without notice if all the directors are present (except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called) or if all of the absent directors waive notice before or after the date of such meeting.
- If the first meeting of the board of directors following the election of directors by the members is held immediately thereafter, then for such meeting or for a meeting of the board of directors at which a director is appointed to fill a vacancy in the board, no notice shall be necessary to the newly elected or appointed directors or director in order to legally constitute the meeting, provided that a quorum of the directors is present.
35. Error or Omission in Giving Notice: No error or accidental omission in giving notice of any meeting of directors shall invalidate such meeting or make void any proceedings taken at such meeting.
36. Guests at Board Meetings: Any member may attend meetings of the board of directors as a guest, provided that the Corporation shall have no obligation to provide notice of board meetings to the members of the Corporation. Guests at board meetings may be invited to speak at such times as may be determined by the board of directors, but they shall have no right to vote. The board of directors may declare certain business of the Corporation to be of such a confidential nature that it requires that the business be addressed during an in-camera session of the meeting. In that event, any guests present at the meeting will be asked to leave for the in-camera portion of the meeting.
37. Adjournment: Any meeting of directors may be adjourned from time to time by the chairperson of the meeting, with the consent of the meeting, to a fixed time and place. Notice of any adjourned meeting of directors is not required to be given if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present.

Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the

notice calling the same.

38. Quorum: The number of directors which shall form a quorum for the transaction of business shall be that which is set out in the Letters Patent or a special resolution of the Corporation and, in the event of no such provision, a majority of the directors shall form a quorum for the transaction of business. Notwithstanding any vacancy among the directors, a quorum of directors may exercise all the powers of directors.
39. Voting: Each director is authorized to exercise one (1) vote. Questions arising at any meeting of directors shall be decided by a majority of votes.
40. Regular Meetings: Meetings of the board shall be held not less than three (3) times a year, with the date, time and place of the meetings to be determined by the directors. The board of directors may appoint a day or days in any month or months for regular meetings of the board of directors at a place and hour to be named by the board of directors and a copy of any resolution of the board of directors fixing the place and time of regular meetings of the board of directors shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings.
41. Electronic Participation: If all the directors of the Corporation consent, a meeting of directors may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to hear each other simultaneously and instantaneously, and a director participating in such meeting by such means is deemed to be present at that meeting.
42. Resolution in Lieu of Meeting: A resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors, or committees of directors, is as valid as if it had been passed at a meeting of directors or committee of directors.

COMMITTEES

43. Committees: The board of directors may from time to time appoint any committee or committees, as it deems necessary or appropriate for such purposes and with such powers as the board shall see fit. Any such committee may formulate its own rules of procedure, subject to such regulations or directions as the board may from time to time make. Any committee member may be removed by resolution of the board of directors. The board of directors may by majority vote wind up any committee.

OFFICERS

44. Election and Appointment: The board of directors shall annually or more often as may required, elect a President, as Secretary and a Treasurer from among themselves. The board of directors may also appoint an Executive Director who shall fulfil his or her responsibilities as Executive Director in accordance with the terms of his or her contract of employment with the Corporation. The board of directors may from time to time appoint such officers or honorary officers as it shall deem necessary who shall have such authority and shall perform such duties as may from time to time be prescribed by the board of directors.
45. Procedure for Election Officers: The officers of the Corporation shall be elected at a special board meeting to be held annually. To be eligible for election as an officer of the

Corporation, candidates must first be nominated and seconded by directors' present at the meeting of directors and must have agreed to stand for election. The officers shall be elected by secret ballot of directors' present at the board meeting convened for the purpose of electing officers. Failing a majority to elect on any ballot, the candidate with the least votes shall be eliminated from succeeding ballots until a candidate achieves a majority vote.

46. Past President to Assume Interim Chair Duties: The immediate past President shall chair the special board meeting pending the election of a President, whereupon the newly elected President shall become the chairperson for the continuation of the meeting and for the election of future officers. The past President shall not have a vote for the purposes of such meeting.
47. Vacancies: Notwithstanding the foregoing, each incumbent officer shall continue in office until the earlier of:
- a. that officer's resignation, which resignation shall be effective at the time the written resignation is received by the Secretary of the Corporation or at the time specified in the resignation, whichever is later;
 - b. the appointment of a successor;
 - c. that officer ceasing to be a director if such is a necessary qualification of his or her appointment;
 - d. the meeting at which the directors annually appoint the officers of the corporation;
 - e. that officer's removal; or,
 - f. that officer's death.

If the office of any officer of the Corporation shall be or become vacant the directors by resolution may appoint a person to fill such vacancy.

48. Removal of Officers: All officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the board of directors at any time, with or without cause.
49. Duties of Officers may be Delegated: In case of the absence or inability to act of any officer of the Corporation or for any other reason that the board of directors may deem sufficient, the board of directors may delegate all or any of the powers of any such officer to any other officer or to any other director for the time being.
50. Powers and Duties: All officers shall sign such contracts, documents or instruments in writing as require their respective signatures and shall respectively have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the board of directors. The duties of the officers shall include:
- a. **President** – The President shall be the chief executive officer of the Corporation unless otherwise determined by resolution of the board of directors. The

President shall be a director and shall be vested with and may exercise all of the powers and perform all of the duties of a chairperson of the board. The President shall see that all orders and resolutions of the board and of the Executive Committee are carried into effect and shall be an ex-officio member of all committees.

- b. **Treasurer** – The Treasurer or his or her designate shall be responsible for the care and custody of the funds and securities of the Corporation and shall ensure the keeping of full and accurate accounts of all assets, liabilities, receipts and disbursements of the Corporation in books belonging to the Corporation. He or she or his or her designate shall be responsible for the deposit of all monies, securities and other valuable effects in the name and to the credit of the Corporation in such chartered bank or trust company or, in the case of securities, with such registered dealer in securities as may be designated by the board and shall provide to the board a detailed monthly accounting of the financial position of the Corporation. The Treasurer or his or her designate shall be chairperson of the Finance Committee, if one is appointed. The Treasurer shall perform such other duties as may from time to time be directed by the board of directors or by the President.
 - c. **Secretary** – The Secretary or his or her designate shall attend all meetings of the board of directors, the Executive Committee and of the members and act as clerk thereof, record all votes and minutes thereof, and record all votes and minutes of all proceedings in the books to be kept for that purpose. The Secretary or a designate shall give or cause to be given notice of all meetings of the members and of the board of directors. The Secretary shall in the event of the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such duties as shall from time to time be delegated to him or her by the board or by the President.
 - d. **Executive Director** – The board of directors may from time to time appoint an Executive Director and may delegate to that person full power to manage and direct the business and affairs of the Corporation (except such matters and duties as by law must be transacted or performed by the board of directors and/or by the members) and to employ and discharge agents and employees of the Corporation or may delegate to that person any lesser authority. The Executive Director shall conform to all lawful orders given by the board of directors of the Corporation and shall at all reasonable times give to the directors or any of them all information they may require regarding the affairs of the Corporation.
51. **Bonding:** The board of directors may require that any officer, director, employee or other person who is handling funds on behalf of the Corporation be bonded in such amounts as may be determined by the board of directors.

FOR THE PROTECTION OF DIRECTORS AND OFFICERS

52. **For the Protection of Directors and Officers:** Except as otherwise provided in the Act, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency

of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed or invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person including any person with whom any moneys, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of the director's or officer's respective office or trust or in relation thereto unless the same shall happen by or through the director's or officer's own wilful neglect or default.

INDEMNITY

53. Director and Officer Indemnity: By this paragraph, the Corporation shall be deemed to have consented to the indemnification of its directors and officers on the terms contained herein and the approval of the By-law by the members shall be deemed to constitute the approval required under Section 80 of the Act. Every director and officer and his or her heirs, executors, administrators and estates and effects respectively shall from time to time and at all time, both while a director or officer and after ceasing to be a director or officer, be indemnified and saved harmless out of the funds of the Corporation from and against:

- a. all costs, charges, damages, liabilities, fines, penalties, legal fees and expenses, whatsoever that he or she sustains or incurs in respect of an action, suit or proceeding that is brought, commenced or prosecuted against the director or officer for or in respect of any act, deed, matter or thing whatsoever made, done, committed or permitted by the director or officer in or about or in respect of the duties of his or her office; and
- b. all other costs, charges and expenses that he or she or it sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own wilful neglect or default.

It is specifically provided that a director or officer who is seeking to be indemnified must provide prompt notice to the Corporation regarding the existence of a claim or other potential liability as well as full disclosure regarding the events giving rise to the claim and if a legal action is involved, and such director or officer must give the Corporation the opportunity to participate in the defence.

54. Insurance: Subject to the Act, the Corporation may purchase and maintain insurance for the benefit of any director, officer or other person acting on behalf of the Corporation against any liability incurred in that person's capacity as a director, officer or other person acting on behalf of the Corporation, except where the liability relates to that person's failure to act honestly and in good faith with a view to the best interest of the Corporation.

55. Execution of Instruments: Contracts, documents or instruments in writing requiring the signature of the Corporation may be signed by the president or a vice-president or a director **together with** the secretary or treasurer or an assistant secretary or assistant treasurer or another director designated from time to time by the board of directors. All

contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The board of directors shall have power from time to time by resolution to appoint any officer or officers or any person or person on behalf of the Corporation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The term "contracts, documents or instruments in writing" as used in this By-law shall include but not be limited to deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures or other securities and all paper writings.

The seal of the Corporation when required may be affixed to any instruments in writing signed as aforesaid or by any officer or officers appointed by resolution of the board of directors.

56. Cheques, Drafts, Notes, Etc.: All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons, whether or not officers of the Corporation and in such manner as the board of directors may from time to time designate by resolution.

NOTICES

57. Service: Any notice or other document required by the Act, the Regulations, the Letters Patent, or the By-laws to be sent to any member or director or to the auditor shall be delivered personally or sent by prepaid mail or facsimile or electronic mail to any such member or director at his or her latest address as shown in the records of the Corporation and to the auditor at its business address, or if no address be given therein then to the last address of such member or director known to the Secretary; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.
58. Signature to Notices: The signature of any director or officer of the Corporation to any notice or document to be given by the Corporation may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.
59. Computation of Time: Where a given number of days' notice or notice extending over a period is required to be given under the By-laws or Letters Patent, the day of service or posting of the notice shall not, unless it is otherwise provided, be counted in such number of days or other period.
60. Proof of Service: With respect to every notice or other document sent by mail it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in paragraph 57 of this By-law and deposited into a Post Office or into a mail box. A certificate of an officer of the Corporation in office at the time of the making of the certificate as to facts in relation to the sending or delivery of any notice or other document to any member, director, officer or auditor or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every member, director, officer or auditor of the Corporation as the case may be.

AUDITORS

61. **Auditors:** Subject to the exemption contained in Section 96.1 of the Act, the members shall at each meeting appoint an auditor to audit the accounts of the Corporation for report to members who shall hold office until the next following annual meeting; provided, however, that the directors may fill any casual vacancy in the office of the auditor. If an appointment is not so made, the auditor in office must continue until a successor is appointed. The remuneration of the auditor shall be fixed by the members or by the directors if they are authorized to do so by the members and the remuneration of an auditor appointed by the directors shall be fixed by the directors. The members may by resolution passed by at least two-thirds (2/3) of the votes cast at a general meeting of which notice of intention to pass the resolution has been given, remove any auditor before the expiration of the auditor's term of office and shall by a majority of the votes cast at that meeting appoint another auditor in such auditor's stead for the remainder of the term.

FINANCIAL YEAR

62. **Financial Year:** The financial year of the Corporation shall terminate on the last day of _____ in each year on such other date as the directors may from time to time determine by resolution.

BORROWING

63. **The directors may from time to time:**
- a. borrow money on the credit of the Corporation; or
 - b. issue, sell or pledge securities of the Corporation; or
 - c. charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Corporation.

From time to time the directors may authorize any director, officer or employee of the Corporation or any other person to make arrangements with reference to the moneys borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Corporation as the directors may authorise, and generally to manage, transact and settle the borrowing of money by the Corporation.

AMENDMENT OF BY-LAWS

64. **By-laws:** The board of directors may pass by-laws not contrary to the Act or the Letters Patent and may, by resolution, amend or repeal by-laws from time to time. Any such by-law, or amendment or repeal thereof by the board of directors is effective only until:
- a. it is confirmed at a special general meeting of the members duly called for that

purpose by a simple majority vote of the members present in person or represented by proxy; or

- b. it is confirmed by a simple majority vote of the members present or represented by proxy at the next annual meeting of the members except where otherwise specifically provided by the Act.

The members may, at the general meeting or the annual meeting referred to in paragraphs (a) and (b) above, confirm, reject, amend or otherwise deal with any by-law passed by the directors and submitted to the meeting for confirmation, by no act done or right acquired under any such by-law is prejudicially affected by any such rejection, amendment or other dealing.

DISSOLUTION

- 65. Dissolution of Corporation: Upon the dissolution of the Corporation and after payment of all debts and liabilities, the remaining property of the Corporation shall be distributed or disposed of to one or more not for profit organizations or to corporations whose objects are of the benefit to the community.
- 66.

ENACTED this 24th day of October, 2019.

WITNESS the seal of the Corporation

President

Secretary

**CONSENT TO SERVE AS A DIRECTOR
&
STATEMENT OF QUALIFICATION AS A DIRECTOR**

**TO: ESPANOLA ECONOMIC DEVELOPMENT CORPORATION (the
 "Corporation")**
AND TO: THE DIRECTORS THEREOF

Each of the undersigned hereby acknowledges and declares that they:

- (a) consent to act as directors of the Corporation;
- (b) are at least 18 years of age;
- (c) have power under the law to contract; and
- (d) consent to the participation by any director or directors in a meeting of directors or of a committee of directors of the Corporation by means of such telephone, electronic or other communications facilities as permit all persons participating in the meeting to hear each other.

This consent shall continue in effect from year to year so long as the undersigned are re-elected or appointed to the board of directors, provided that in the event that the undersigned revoke the same or resign from the board of directors, this consent shall cease to have effect from the later of:

- (i) the date of receipt in writing by the Corporation of such revocation or resignation, as the case may be, or,
- (ii) the effective date of such revocation or resignation as stated therein.

DATED this 24th day of October, 2019.

Jill Beer

William Foster

Ken Duplessis

Ray Dufour

Heather Malott

Maureen Van Alstine

Sandra Hayden

FIRST MEETING OF THE MEMBERS
of

ESPANOLA ECONOMIC DEVELOPMENT CORPORATION

(hereinafter referred to as "the Corporation")

Meeting held on the ____ day of October, 2019

PRESENT:

**Jill Beer
William Foster
Ken Duplessis
Ray Dufour
Heather Malott
Maureen Van Alstine
Sandra Hayden**

being all of the members of the Corporation

All the members being present and having waived Notice of this first meeting, the meeting was declared to be regularly constituted and a Waiver was signed by all the members, which Waiver is included in these Minutes.

_____ took the Chair.

The Chairperson stated that the purpose of the meeting was to take care of all post-incorporation organizational and other matters.

BE IT RESOLVED that the following are hereby confirmed as directors of the Corporation, to hold office until the first annual meeting of the Corporation, and until their successors have been duly elected or appointed, subject to the provisions of the Corporation's bylaws:

**Jill Beer
William Foster
Ken Duplessis
Ray Dufour
Heather Malott
Maureen Van Alstine
Sandra Hayden**

We, the Members of the Corporation, hereby consent to this meeting being held at the above time and place and we do hereby waive notice of this meeting and consent to the transaction of such business as may have come before it as testified by our signatures hereto.

There being no further business, the meeting was adjourned.

DATED this ____ day of October, 2019.

THE UNDERSIGNED, being all the members of the Corporation, hereby sign the foregoing Resolution, pursuant to the provisions of the *Corporations Act*, 1990, as evidenced by their signatures hereto.

Jill Beer

William Foster

Ken Duplessis

Ray Dufour

Heather Malott

Maureen Van Alstine

Sandra Hayden

DRAFT

FIRST MEETING OF THE DIRECTORS
of

ESPANOLA ECONOMIC DEVELOPMENT CORPORATION
(hereinafter referred to as "the Corporation")

Meeting held on the ____ day of October, 2019

PRESENT:

**Jill Beer
William Foster
Ken Duplessis
Ray Dufour
Heather Malott
Maureen Van Alstine
Sandra Hayden**

being all of the members of the Corporation

All the directors being present and having waived Notice of this meeting, the meeting was declared to be regularly constituted and a Waiver was signed by all the directors, which Waiver is included in these Minutes.

_____ took the Chair.

The Chairperson stated that the purpose of the meeting was to confirm the directors of the Corporation, the quorum for directors' meetings, adopting the bylaws, providing for banking and other financial arrangements, adopting the corporate seal, appointing auditors and appointing the officers of the corporation;

1. **Confirmation of Directors**

BE IT RESOLVED that the following members are hereby confirmed as directors of the Corporation, to hold membership until their resignation, death or removal by the Board of Directors, subject to the provisions of the Corporation's bylaws:

**Jill Beer
William Foster
Ken Duplessis
Ray Dufour
Heather Malott
Maureen Van Alstine
Sandra Hayden**

2. **Quorum of Directors**

BE IT RESOLVED that the Directors hereby fix the quorum for Directors' Meetings at TWO (2) directors such that there shall be no business conducted at any meeting of Directors unless there are at least TWO (2) directors in attendance.

3. **Confirmation of Bylaws**

BE IT RESOLVED that the Directors hereby approve the adoption of Bylaw No. 1 (being a bylaw relating generally to the conduct of business of the corporation). Such bylaw is enacted on the signing of the bylaw by the President and Secretary.

4. Banking/Financial Arrangements/Security Documents

BE IT RESOLVED that the _____, located at _____ is hereby approved as the Corporation's bankers and that the Corporation shall provide the Bank with banking documentation necessary to establish an account and signing authorities.

BE IT RESOLVED that the President or Vice-President together with the Secretary or Treasurer, are hereby authorized, for and on behalf of the Corporation, to take and renew all security agreements and similar documents necessary or expedient to be taken and/or renewed from time to time, and to make such affidavits as may be required in connection therewith, and for the purposes aforesaid, each of the said officers is hereby given full power and authority to perform and execute all acts, deeds, matters and things necessary or expedient in connection therewith.

5. Corporate Seal and Head Office

BE IT RESOLVED that the corporation's seal is affixed in the margin hereof and that same is the corporate seal adopted for use by the corporation.

BE IT RESOLVED that the Head Office of the Corporation be and is hereby fixed at:

**100 Tudhope Street, Suite 2
Espanola, ON P5E 1S6**

6. Appointment of Accountants/Auditors

BE IT RESOLVED that the firm of _____ be and is hereby approved by the directors as being the corporation's auditors.

7. Appointment of Officers

BE IT RESOLVED that the following people are appointed to the offices set out below:

President	—
Vice-President	—
Secretary	—
Treasurer	—

AND THAT the Directors authorize an Initial Notice to be filed with the Ministry of Government Services (Companies and Personal Property Security Branch) setting out the foregoing.

8. Waiver

We, the Directors of the Corporation, hereby consent to this meeting being held at the above time and place and we do hereby waive notice of this meeting and consent to the transaction of such business as may have come before it as testified by our signatures hereto.

There being no further business, the meeting was adjourned.

DATED this ____ day of October, 2019.

THE UNDERSIGNED, being all of the Directors of the Corporation, hereby sign the foregoing Resolution, pursuant to the provisions of the *Corporations Act*, 1990, as evidenced by their signatures hereto.

Jill Beer

William Foster

Ken Duplessis

Ray Dufour

Heather Malott

Maureen Van Alstine

Sandra Hayden

CONFIRMATION BY MEMBERS

THE UNDERSIGNED, being all of the members of the Corporation, hereby confirm the foregoing Minutes and consent to the business transacted thereby.

Jill Beer

William Foster

Ken Duplessis

Ray Dufour

Heather Malott

Maureen Van Alstine

Sandra Hayden

DRAFT