



Council

Agenda

Regular Meeting of Council
July 18, 2011
at 7:00 p.m.

MEETINGS

**FOR THE WEEK OF
JULY 18TH, 2011**

Monday, July 18, 2011

6:00 p.m.

Committee Meeting of Council
Council Chambers, 2nd Floor

7:00 p.m.

Regular Meeting of Council
Council Chambers, 2nd Floor

**THE CORPORATION OF THE CITY OF NORTH BAY
REGULAR MEETING OF COUNCIL HELD
MONDAY, JULY 18, 2011**

PUBLIC PRESENTATIONS:

William Parfitt	re	Memorial Park - Four Mile Lake Road
Sue Owen	re	5 th Avenue flooding
Connie Alvino	re	5 th /6 th Avenue flooding

PUBLIC MEETING MINUTES:

Wednesday, June 29, 2011
Monday, July 4, 2011

CLOSED MEETING MINUTES (available for Council viewing in the Clerk's Office):

Monday, July 4, 2011

COMMITTEE REPORTS:

Nil

CORRESPONDENCE:

1. Report from R. Mimeo dated June 29, 2011 re 2011 Transit Capital Budget allocation (F05/2011/TRANS/6033TR).
2. Report from C.M. Conrad dated July 4, 2011 re Confirmatory By-Laws (C00/2011/BYLAW/CONFIRM).
3. Report from S. Kitlar dated July 12, 2011 re Temporary public pedestrian crossing and service vehicle road access during Summer in the Park (M02/2011/SPECI/SUMPARK).
4. Report from P. Carello dated June 16, 2011 re General Review and Update of City of North Bay Zoning By-Law No. 28-80 (D14/2011/CNB/BL28-80).
5. Report from Fire Chief Love dated July 12, 2011 re Open Air Burning By-Law No. 2011-130 (C002011/BYLAW/OPENAIR).
6. Report from B. Hillier dated July 11, 2011 re Draft Source Protection Policy - Pre Consultation (E00/2011/NBMSP/GENERAL).
7. Report from A. Tomek dated July 11, 2011 re New Provincial Program for Household Hazardous Waste (L04/2011/MHSW/GENERAL).

8. Report from A. Tomek dated July 5, 2011 re Container sorting line at the Recycling Centre and funding from the Continuous Improvement Fund (F11/2011/WDO/RECYCCEN).
9. Report from S. McArthur dated July 11, 2011 re Condominium Final Approval - Saturnia Real Estate Holdings Inc. - Premier Road (D07/2010/SREHI/PREMIERR).
10. Report from S. McArthur dated June 24, 2011 re Lane closure application by Miller & Urso Surveying Inc. on behalf of Ron Fortier and Guy Blanchard - block bounded by Beattie Street, Browning Street, Maplewood Avenue and Elmwood Avenue (L07/2011/LANEW/MAPLWOOD).

BY-LAWS FOR CONSIDERATION:

General Government - First, second and third readings:

By-Law No. 2011-167 to repeal By-Law No. 2011-194 being a by-law to authorize the Trout Lake Road Reconstruction Program.

By-Law No. 2011-168 to authorize the John Street Chippewa Creek Rehabilitation Project.

By-Law No. 2011-169 to amend By-Law No. 2011-83 being a by-law to authorize the reconstruction of Main Street (Sherbrooke Street to the overpass).

General Government - Third reading:

By-Law No. 2011-150 to stop up, close and convey a portion of the laneway in a block bounded by Lakeshore Drive, MacDonald Avenue, Lee Avenue and Charles Street.

By-Law No. 2011-152 to stop up, close and convey a portion of the Water Street road allowance.

Community Services - First, second and third readings:

By-Law No. 2011-171 to execute an Agreement with Ottawa Valley Railway, operated by RaiLink Canada Ltd. relating to temporary public pedestrian crossing and service vehicle road access.

Engineering & Works - First, second and third readings:

By-Law No. 2011-170 to formally recognize that part of the McKeown Avenue road allowance to which the City does not have paper title.

MOTIONS:

Councillor Anthony re ONTC Go Transit Refurbishment Program

MOTION TO ADJOURN IN-CAMERA:

IN-CAMERA CORRESPONDENCE:

MOTION TO RECONVENE:

MOTION FOR RECONSIDERATION:

GIVING NOTICE:

ADJOURNMENT:

**MINUTES OF THE PUBLIC MEETING OF
CITY COUNCIL HELD UNDER THE MUNICIPAL ACT
HELD WEDNESDAY, JUNE 29, 2011**

PRESENT: Mayor McDonald, Councillors Chirico, Koziol, Anthony, Maroosis, Bain, Vrebosch-Merry, Vaillancourt, Mendicino, Lawlor

1. Rental Housing Licensing By-Law

Councillor Lawlor explained the purpose of the meeting.

The Deputy City Clerk advised that notice of the meeting was given by an advertisement in the Nugget on May 28, 2011 and June 4, 2011.

Councillor Koziol declared a conflict of interest as her Property Management Company will be directly affected by this By-Law.

D. Linkie, M. Burke and J. Knox explained the purpose of the by-law.

Councillor Lawlor asked for public presentations in support of or objecting to the proposed by-law.

Name: Denis Leblanc, Property Owner
Address: 171 Sherryl Crescent

- Draft By-Law does nothing for him
- Canadore College and Nipissing University doesn't provide sufficient housing
- Landowners see student housing as a way to make money
- Issues are parking, garbage, property standards and noise
- Single family dwellings which originally had three bedrooms are being converted to six bedroom homes
- The driveways only hold two cars – where does these people park?
- People in the area only want four bedrooms
- Policing in this area is a joke
- By-Law enforcement is Monday to Friday days only
- Parking on the street for hours or days monopolize parking (on-street)
- Traffic issues – parking on wrong side, illegal turns ("Sherryl Crescent Speedway")
- Lawn watering – monitored but student take numerous showers
- Taxes should be higher for these units
- Snow removal – they just push it out onto the street
- Who is going to enforce the by-law?
- Glad to speak to Council dealing with staff is like dealing with a brick wall
- If Council cannot deal with it maybe the OMB can

Name: Anthony Koziol, Landlord
Address: 923 Bourke Street

- Issues Manager for the North Bay Landlords Association
- He is a member of the Federation of Rental Providers of Ontario (FROP) and this issue has been on their radar since inception
- He has met with staff and attended meetings
- By-law needs to deal with "anti-social" behaviour
- He has been in the rental business a long time
- As a landlord he has the duty to preserve quiet enjoyment of a tenant's peace and quiet
- He has the utmost sympathy for the residents that have to put up with anti-social behaviour
- There are no tools to assist landlords to control human behaviour
- There is a detailed process that a landlord must follow before evicting a tenant and hearings with the Landlord Tenant Board the process can take months

- The Board usually favours the tenant's position
- There are some landlords that do care what their tenants do
- Enforcement is an issue
- Landlords have been advised by the Ontario Human Rights Commission that they have a duty to accommodate
- His recommendation would be that the legislation needs to be changed to allow landlords to deal with issues – the Provincial Government needs to be engaged to update legislation for enforcement
- Education may work but enforcement is key
- He does not own houses; owns apartment buildings

Name: Glenn Tunnock, Property Owner
Address: 247 Hearst

- He commends City Council moving forward with this by-law
- There needs to be linkage with University/College community – they need to provide housing
- He is happy there is an exemption for one bedroom rentals – this provides incentive to provide housing
- Enforcement is administrative in house
- This By-Law is a licensing by-law; do the licensing fees meet costs of enforcement?
- This By-law is not an enforcement by-law but rather a licencing by-law
- You may appear before the Committee of Adjustments for a variance under the *Planning Act*

Name: Lori Tremblay, Property Owner
Address: 22 Oakdale Road

- Distributed photographs to Council members
- These are our homes – our biggest investments – their retirement
- There are parking issues, broken bottles
- There are some landlords that are respectful but many are not
- She spoke with the City of Oshawa - their By-Law only allows four bedrooms, and are licenced each year
- She also spoke with the City of Orillia - they are currently working on their By-Law and will only be allowing four bedrooms – they want Building and Fire Code issues to be met
- Why is North Bay going to five bedrooms?
- The tenants continue to park on the road instead of in their driveways
- This By-Law is a good tool to help the neighbours take care of their investments
- Council's job is to take care of the residents' investments
- This is a chance to clean up if the restriction is four bedrooms and not five and to have the landlords licenced each year
- She tries to maintain her property and wishes that the neighbours did the same by cutting their grass and shoveling the snow
- She has a daughter in University and understands how important it is to have safe housing for students
- These properties need to be safe
- Enforcement is important
- The more bedrooms allowed, the more cars and the more garbage that come along with it
- She doesn't want her area to become a "student ghetto"
- Semis are being converted to house students – in their area they went from zero rental housing units to 8 in the past year or so they currently have 45 students living on their street
- The residents in the area also have Human Rights; not just the tenants
- She would like to see these rental units sold and converted back to single family dwellings and it no longer profitable, hopes landlords will sell by limiting the number of units

Name: Phil Lamothe, Property Owner
Address: 26 Oakdale Road

- The main problem is the lack of enforcement
- Noise issues
- They have called the police and have received no response
- He had an incident in his area where he contacted the landlord via email due to excessive noise in his rental unit – he had the tenants email him and say sorry but the noise continued on through the weekend
- The police need to treat these calls as priority
- There are beer cans and cooler bottles thrown all around the bus stops in his area
- He has spoken with the Peterborough Police department and they do not tolerate this type of behaviour. They send notices to the students at the start of the year to advise that they will be charged and this behaviour will not be tolerated
- The schools ensure that the students know that any infractions they will be informed of
- City only has one By-Law Enforcement Officer
- The trouble happens at nights and on weekends (By-Law Enforcement Officer is not available at these times)
- Everyone needs to step up
- Five bedrooms is not manageable and is too high – the City needs to limit the bedrooms to four
- It would be impossible for fire or ambulances to get through due to the parking of vehicles on the street
- The City needs to limit spaces on street
- City staff has worked hard and have involved neighbourhood
- Need to enforce other by-laws, such as property standards, etc.

Name: Mike Tremblay, Property Owner
Address: 22 Oakdale Road

- There are so many different issues involving garbage, property standards, etc.
- The semi's being converted to rental units are they inspections for the wiring
- These semi's are not designed for five bedrooms – there are safety issues
- No inspections carried out the landlords can do whatever they like
- Four bedrooms could be 8 students
- They party all weekend – these are semis they live on the other side and they have a family and it raises safety concerns
- The noise is getting worse, there is no enforcement
- "Our homes are being taken away"
- The property standards issues are getting out of hand

Name: Linda Grant, Property Owner
Address: 17 Oakdale Road

- The By-Law should be for the original number of bedrooms in the homes not five
- Her Human Rights are being compromised
- Her quaint little neighbourhood is being turned into a "student ghetto"
- City staff have worked hard on this By-Law and this needs to move ahead

Name: Dinty Garnett, Property Owner
Address: 11 Paul Street

- We are deluding ourselves if limiting bedrooms will solve the problems
- The problem is absentee landlords
- The limit should be two bedrooms
- The City's Noise By-Law is not strong enough the police cannot do anything to enforce it and enforcement is a critical area
- His neighbourhood is becoming a student ghetto

Name: Linda Wilson, Landlord
Address: 26 Canterbury Crescent

Edouardo Barron, Landlord
1121 Hammond Street

- They both have six bedroom upscale homes
- The By-Law that is being proposed is creating an adversarial role
- They have been speaking with the President of the University/College to enforce and educate on how to be good neighbours
- The landlords together with the University would create a hotline which is manned by volunteer students and landlords to take calls at any time of the day or night and they would then attend at the residence and ask that the noise stop
- The bigger role the University plays the better for the community
- The only way to change behaviour is to determine how it affects them
- What happens if a tenant sublets to others? Who is responsible? Can they be evicted?
- The City of North Bay is not the first place that has had to deal with these issues
- Oshawa is looking at raising the number of bedrooms to six
- The City of North Bay needs to become the model university town
- These issues are not new issues the same issues have come up before
- The City needs to communicate better with the University
- They acknowledge that there are good and bad landlords
- The Building Department has currently done inspections at Mr. Barron's property and was advised that his building did not meet the criteria but was not given a reason why. Other landlords are in the same position. There needs to be better communication between the building department and the landlords
- The President of the Landlord Association contacted the City and the last they heard was that complaints had gone down by 50%

Name: Robert Kingsnorth, Property Owner
Address: 37 Johnston Road

- He is no longer a landlord but is aware that problems exist
- What about seniors?
- This By-Law is about licencing and safety
- Seniors are going to be in need of this housing the future
- This By-Law provides decent legal housing for people to rent rooms to seniors

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

**MINUTES OF THE REGULAR MEETING
OF CITY COUNCIL
HELD MONDAY, JULY 4TH, 2011**

PRESENT: Mayor McDonald, Councillors Chirico, Koziol, Anthony, Maroosis, Bain, Mayne, Vrebosch-Merry, Vaillancourt, Mendicino, Lawlor

PUBLIC PRESENTATION:

Brian Kelly/Andy Mitchell, CAW	re Ontario Northland Transportation Commission	
Dean Backer, Mayor of Mattawa	re Support of ONTC	
Hector Lavigne, Mayor of Callander)	
Bill Vrebosch, Mayor of East Ferris)	
Randy McLaren, Mayor of Bonfield)	
Gerry Giesler, Councillor of Powassan)	

CORRESPONDENCE:

Belisle Investments Ltd.	re Official Plan Amendment & Rezoning application - 1781 Cassells Street	(493)
2277111 Ontario Inc.	re Rezoning application - 489 McIntyre Street West	(500)

REPORTS FROM OFFICERS:

Conrad, C.	re Records Management Policy	(498)
Carello, P.	re Extension of Brownfield Community Improvement Plan	(492)
Karpenko, M.	re Asset Management Study Update	(496)
Kitlar, S.	re North Bay Summer in the Park	(503)
Korell, A.	re John Street Chippewa Creek Rehabilitation Project	(499)
Lang, A.	re Tender 2011-72, Supply of New Single Drum Roller/Compactor	(495)
Lang, A.	re Agreement for Banking Services with Toronto-Dominion Bank	(497)
Lang, A.	re RFP 2011-61, Parking and Security Services	(501)
Lang, A.	re Tender 2011-68, Main Street East Reconstruction Program	(502)
Linkie, D.	re North Bay Fire & Emergency Services Minimum Staffing Levels	(504)
Mimee, R.	re RFP 2011-38, Supply of Street Light Fixtures	(494)

Res. #2011-485: Moved by Councillor Vaillancourt, seconded by Councillor Maroosis
That minutes for the public meetings held on:

- Monday, June 20, 2011

be adopted as presented.

"CARRIED"

Res. #2011-486: Moved by Councillor Vaillancourt, seconded by Councillor Maroosis
That minutes for the closed meeting held on:

- Monday, June 20, 2011

be adopted as presented.

"CARRIED"

Res. #2011-487: Moved by Councillor Mendicino, seconded by Councillor Vaillancourt
That Community Services Committee Report No. 2011-16 relating to:

- Rezoning application by the Nipissing-Parry Sound Catholic District School Board – 1140 Front Street

be adopted as presented.

Councillor Lawlor declared a conflict of interest as he has a client interested in purchasing the above property.

“CARRIED”

COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-16

July 4, 2011

TO THE COUNCIL
OF THE CORPORATION
OF THE CITY OF NORTH BAY

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-16 and recommends:

1. That
 - a) the proposed Zoning By-Law Amendment from a “Residential Third Density (R3)” zone to a “General Commercial Outer Core Special Zone No. 79 (C2 Sp.79)”, by Miller & Urso Surveying Inc. on behalf of the Nipissing-Parry Sound Catholic District School Board for the property legally described as Plan M-28, Lots 361 to 363, Lots 452 to 454, Part of Lots 364 & 461, Part Lane, in the former Township of Widdifield, known locally as 1140 Front Street in the City of North Bay, be approved; and
 - b) the subject property be placed under Site Plan Control pursuant to Section 41 of the *Planning Act, R.S.O. 1990*, as amended, in order to regulate building massing, parking, lighting, landscaping, storm water, drainage, ingress and egress and fencing as required.

All of which is respectfully submitted.

ASSENTS
MENDICINO
VAILLANCOURT
MAYOR McDONALD

DISSENTS

Res. #2011-488: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That Community Services Committee Report No. 2011-17 relating to:

- Plan of Subdivision by the City of North Bay – North Bay Jack Garland Airport

be adopted as presented.

“CARRIED”

COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-17

July 4, 2011

TO THE COUNCIL
OF THE CORPORATION
OF THE CITY OF NORTH BAY

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-17 and recommends:

1. That the proposed Plan of Subdivision (City File #48T-09104) by Miller & Urso Surveying Inc. on behalf of The Corporation of the City of North Bay for certain lands at the North Bay Jack Garland Airport, as shown on Schedule "A" attached to Report No. CSBU 2011-60, be given Draft Approval subject to the conditions in Appendix "A" to Report to Council CSBU 2011-60 dated June 8, 2011.

All of which is respectfully submitted.

ASSENTS
 LAWLOR
 MENDICINO
 VAILLANCOURT
 MAYOR McDONALD

DISSENTS

Res. #2011-489: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne That Engineering & Works Committee Report No. 2011-05 relating to:

- Tender No. 2011-48, Supply of S2400 Igloo Epoke

be adopted as presented.

"CARRIED"

ENGINEERING & WORKS COMMITTEE REPORT NO. 2011-05

July 4, 2011

TO THE COUNCIL
 OF THE CORPORATION
 OF THE CITY OF NORTH BAY

Your Worship and Councillors:

The Engineering & Works Committee presents Report No. 2011-05 and recommends:

1. That North Bay City Council approve a contract be issued to Joe Johnson Equipment Inc. in the amount of \$68,588.74 (HST included), for the supply of one (1) S2400 Igloo Epoke.

All of which is respectfully submitted.

ASSENTS
 VREBOSCH-MERRY
 MAYNE
 BAIN
 MAYOR McDONALD

DISSENTS

Res. #2011-490: Moved by Councillor Chirico, seconded by Councillor Koziol That accounts totaling \$8,468,309.57 for May 2011 be approved.

"CARRIED"

Res. #2011-491: Moved by Councillor Koziol, seconded by Councillor Anthony That accounts for Royal Bank totaling \$2,125.28 for May 2011 be approved.

Councillor Chirico declared a conflict of interest as he is employed by The Royal Bank of Canada.

"CARRIED"

Res. #2011-492: Moved by Councillor Lawlor, seconded by Councillor Mendicino That 1) Council extends the term of the Brownfield Community Improvement Plan by three (3) years from the date of the passing of this resolution; and

- 2) should Council elect the Brownfield Community Improvement Plan, that City staff provide Council with a comprehensive status report at the conclusion of the new term of the Brownfield Community Improvement Plan to determine if an additional extension of the program is required.

"CARRIED"

Res. #2011-493: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the Official Plan Amendment and Rezoning application by Miller & Urso Surveying Inc. on behalf of Belisle Investments Ltd. – 1781 Cassells Street be received.

Councillor Chirico declared a conflict of interest as Belisle Investments Ltd. is a client of his employer, The Royal Bank of Canada.

"CARRIED"

Res. #2011-494: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That City Council approve a contract be issued to HD Supply Utilities/Philips Lumec in the amount of \$1,877,796.00 plus HST, for the supply of 5,567 LED Street Cobra head light fixtures manufactured by Philips Lumec contingent on the successful completion of the scaled field evaluation to confirm technical performance criteria.

"CARRIED"

Res. #2011-495: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That City Council approve a contract be issued to NORTRAX Canada Inc. in the amount of \$57,065.00 (HST included), for the supply of one (1) new single drum roller/compactor.

"CARRIED"

Res. #2011-496: Moved by Councillor Chirico, seconded by Councillor Koziol
That City Council approve a contract be issued to Stantec Consultants Ltd. in the amount of \$163,980.00 (HST extra), to provide the update of Infrastructure Asset Management data.

"CARRIED"

Res. #2011-497: Moved by Councillor Chirico, seconded by Councillor Koziol
That

- 1) City Council approve the Business Banking and Services Agreement with The Toronto-Dominion Bank;
- 2) Council authorize temporary borrowing of the amounts that the municipality considers necessary to meet expenses of the municipality for the year;
- 3) the Mayor, Deputy Mayor, Chief Financial Officer/Treasurer, Deputy Treasurer and Clerk be authorized to sign the banking documents as required by The Toronto-Dominion Bank;
- 4) By-Law No. 2011-160 be presented for three (3) readings on July 4, 2011 authorizing the execution of all banking agreements required with The Toronto-Dominion Bank; and
- 5) By-Law No. 2011-161 be presented for three (3) readings on July 4, 2011 authorizing temporary borrowing to meet expenses of the municipality as required by the municipality for the fiscal year ending December 31, 2011.

"CARRIED"

Res. #2011-498: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council 1) adopt the "City of North Bay Records Management Policy" attached to CORP Report 2011-126 dated June 28, 2011; and

- 2) approve the proposed Records Retention By-Law attached to CORP Report 2011-126, subject to the approval of the City's Auditor.

"CARRIED"

- Res. #2011-499: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That
- 1) City Council rescind Expenditure By-Law No. 2011-94, to authorize the Trout Lake Road Reconstruction Program - Connaught Avenue to Giroux Street, Project No. 3107RD and 3107WS/SS; and
 - 2) a Capital Expenditure By-Law be prepared for the consideration of City Council to authorize the John Street Chippewa Creek Rehabilitation Program, being a 2013 Capital Budget Project No. 3300RD, Line Item No. 21, at a net debenture cost of \$565,000.00, including the Water Erosion Control Infrastructure Program matching 50% funds, received by the North Bay-Mattawa-Conservation Authority.

"CARRIED"

- Res. #2011-500: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the rezoning application by Miller & Urso Surveying Inc. on behalf of 2277111 Ontario Inc. - 489 McIntyre Street West be received.

"CARRIED"

- Res. #2011-501: Moved by Councillor Chirico; seconded by Councillor Koziol
That City Council approve a contract be awarded to Commissionaires Ottawa in the amount of \$785,617.86 (HST included), to perform Parking and Security Services from August 1, 2011 to July 31, 2014 inclusive, with the provision of a two (2) year option if mutually agreeable to both parties.

"CARRIED"

- Res. #2011-502: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That
- 1) City Council approve a contract be awarded to Bruman Construction Inc. based on the low bid price of \$6,260,694.77 (HST included), for Main Street East Reconstruction, provided that Provisional Item A of \$615,149.34 not be awarded at this time;
 - 2) the 2012 Capital Budget forecast for Main Street East Reconstruction in the amount of \$1,900,000.00 (\$1,500,000.00 - Capital, \$400,000.00 - Water and Sewer Capital), be approved to bring the total authorized amount for the project to \$4,700,000.00; and
 - 3) a Capital Expenditure By-Law be prepared for the consideration of City Council to amend By-Law No. 2011-83, to reflect the inclusion of the 2012 Main Street Reconstruction Capital Project, being Engineering, Environmental and Works Capital Budget, Line No. 16, Capital Project No. 3105RD and Water and Sanitary Sewer Capital Budget, Line No. W10, Capital Project No. 3105WS, at a revised total net debenture cost of \$4,700,000.00.

Councillor Maroosis declared a conflict of interest as his son-in-law is employed with Bruman Construction Inc.

"CARRIED"

- Res. #2011-503: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That
- 1) the Event Committee of North Bay Summer in the Park be granted permission to hold the 2011 the Summer in the Park Festival in and about Lee Park and the Waterfront Park from Friday, July 29th to Sunday, July 31st, 2011 both inclusive, with

subsidiary activities occurring from Monday, July 25th, 2011 until Tuesday, August 2nd, 2011 both inclusive, as outlined in Report to Council CSBU 2011-69;

- 2) the event is therefore confirmed to be exempt from the noise control provisions contained in Noise By-Law 142-76, as amended, pursuant to the operation of Section 6 and Schedule 3 thereof;
- 3) North Bay Summer in the Park Committee be granted exclusivity for the areas outlined in Report to Council CSBU 2011-69;
- 4) the Kate Pace Way be closed as outlined in Report to Council CSBU 2011-69;
- 5) temporary road closures be approved as outlined in Report to Council CSBU 2011-69;
- 6) prohibited parking be established as outlined in Report to Council CSBU 2011-69;
- 7) the Waterfront Parking Lots be closed from 8:00 am on Friday, July 29th, 2011 until 12:00 am on Sunday, July 31st, 2011, subject to the provision of an alternate parking location for marina tenants, Heritage Company and Chief Commanda II; and
- 8) a temporary exemption to Regulation 5B of the Municipal Alcohol Policy (Attachment #4) be approved, allowing the establishment of licensed areas to serve alcohol on July 29th and July 30th, 2011, between the hours of 4:00 pm to 12:00 am at locations to be identified within the concert area, as defined in Attachment 4, attached to Report to Council CSBU 2011-69.

"CARRIED"

Res. #2011-504: Moved by Councillor Mendicino, seconded by Councillor Vaillancourt
That the minimum staffing levels for North Bay Fire and Emergency Services be reduced from 16 to 15 for the remainder of the 2011 non-heating season being June 1 to August 31.

"CARRIED"

Record of Vote (*Upon Request of Councillor Chirico*)

Yeas: Councillors Chirico, Anthony, Bain, Maroosis, Vaillancourt, Mendicino, Koziol, Mayne, Vrebosch-Merry, Mayor McDonald

Nays: Lawlor

Res. #2011-505: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a first and second time:

By-Law No. 2011-150 to stop up, close and convey a portion of the laneway in a block bounded by Lakeshore Drive, MacDonald Avenue, Lee Avenue and Charles Street.

"CARRIED"

Res. #2011-506: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a first and second time:

By-Law No. 2011-159 to authorize the Memorial Gardens Rehabilitation Program.

Mayor McDonald declared a conflict of interest as he is involved with a local hockey team that leases Memorial Gardens.

"CARRIED"

Res. #2011-507: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a third time and passed:

By-Law No. 2011-159 to authorize the Memorial Gardens Rehabilitation Program.

Mayor McDonald declared a conflict of interest as he is involved with a local hockey team that leases Memorial Gardens.

"CARRIED"

Res. #2011-508: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-laws be read a first and second time:

By-Law No. 2011-160 to execute a Demand Operating Facility Agreement and a Business Banking and Service Agreement with The Toronto-Dominion Bank relating to Banking Services.

By-Law No. 2011-161 to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2011.

By-Law No. 2011-163 to execute an Agreement with Questica Inc. relating to the supply and installation of a Capital/Operating Budget Software System.

"CARRIED"

Res. #2011-509: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a third time and passed:

By-Law No. 2011-160 to execute a Demand Operating Facility Agreement and a Business Banking and Service Agreement with The Toronto-Dominion Bank relating to Banking Services.

By-Law No. 2011-161 to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2011.

By-Law No. 2011-163 to execute an Agreement with Questica Inc. relating to the supply and installation of a Capital/Operating Budget Software System.

"CARRIED"

Res. #2011-510: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a third time and passed:

By-Law No. 2011-148 to stop up, close and convey a portion of the laneway in a block bounded by Morin Street, Lorne Avenue, Douglas Street and Lansdowne Avenue.

"CARRIED"

Res. #2011-511: Moved by Councillor Mendicino, seconded by Councillor Vaillancourt
That the following by-law be read a first and second time:

By-Law No. 2011-138 to rezone certain lands on Front Street (Nipissing-Parry Sound Catholic District School Board – 1140 Front Street).

Councillor Lawlor declared a conflict of interest as his client is interested in purchasing the above property.

"CARRIED"

Res. #2011-512: Moved by Councillor Mendicino, seconded by Councillor Vaillancourt
That the following by-law be read a first and second time:

By-Law No. 2011-139 to designate a Site Plan Control Area on certain lands on Front Street (Nipissing-Parry Sound Catholic District School Board – 1140 Front Street).

Councillor Lawlor declared a conflict of interest as his client is interested in purchasing the above property.

"CARRIED"

Res. #2011-513: Moved by Councillor Mendicino, seconded by Councillor Vaillancourt
That the following by-law be read a third time and passed:

By-Law No. 2011-139 to designate a Site Plan Control Area on certain lands on Front Street (Nipissing-Parry Sound Catholic District School Board – 1140 Front Street).

Councillor Lawlor declared a conflict of interest as his client is interested in purchasing the above property.

Res. #2011-514: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-law be read a first and second time:

By-Law No. 2011-156 to regulate Fire Safety Plan Lock Boxes.

Councillor Koziol declared a conflict of interest as her property management business will be directly affected.

"CARRIED"

Res. #2011-515: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-law be read a third time and passed:

By-Law No. 2011-156 to regulate Fire Safety Plan Lock Boxes

Councillor Koziol declared a conflict of interest as her property management business will be directly affected.

"CARRIED"

Res. #2011-516: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-laws be read a first and second time:

By-Law No. 2011-157 to amend By-Law No. 2007-07, to regulate the administration of building permits.

By-Law No. 2011-158 to appoint Municipal Law Enforcement Officers as authorized under the provisions of the *Police Services Act*.

"CARRIED"

Res. #2011-517: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-laws be read a third time and passed:

By-Law No. 2011-157 to amend By-Law No. 2007-07, to regulate the administration of building permits.

By-Law No. 2011-158 to appoint Municipal Law Enforcement Officers as authorized under the provisions of the *Police Services Act*.

"CARRIED"

Res. #2011-518: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the following by-laws be read a first and second time:

By-Law No. 2011-162 to execute an Agreement with Pioneer Construction Inc. relating to the supply of aggregate materials.

By-Law No. 2011-164 to execute an Agreement with Pioneer Construction Inc. relating to the 2011 Asphalt Resurfacing Program.

"CARRIED"

Res. #2011-519: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the following by-laws be read a third time and passed:

By-Law No. 2011-162 to execute an Agreement with Pioneer Construction Inc. relating to the supply of aggregate materials.

By-Law No. 2011-164 to execute an Agreement with Pioneer Construction Inc. relating to the 2011 Asphalt Resurfacing Program.

"CARRIED"

Res. #2011-520: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the following by-laws be read a first and second time:

By-Law No. 2011-165 to execute an Agreement with 2212880 Ontario Limited relating to sludge hauling to the Merrick Landfill Site.

By-Law No. 2011-166 to execute an Agreement with 2212880 Ontario Limited relating to Landscaping Services.

Councillor Chirico declared a conflict of interest as 2212880 Ontario Limited is a client of his employer, The Royal Bank of Canada.

"CARRIED"

Res. #2011-521: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the following by-laws be read a third time and passed:

By-Law No. 2011-165 to execute an Agreement with 2212880 Ontario Limited relating to sludge hauling to the Merrick Landfill Site.

By-Law No. 2011-166 to execute an Agreement with 2212880 Ontario Limited relating to Landscaping Services.

Councillor Chirico declared a conflict of interest as 2212880 Ontario Limited is a client of his employer, The Royal Bank of Canada.

"CARRIED"

Res. #2011-522: Moved by Councillor Vaillancourt, seconded by Councillor Chirico
That staff be directed to prepare a report for Council's consideration restricting election campaign signs on any municipal property.

"CARRIED"

Res. #2011-523: Moved by Councillor Mendicino, seconded by Councillor Chirico
WHEREAS the Ontario Northland Transportation Commission has been the critical north south link in Northeastern Ontario for over 100 years; and

WHEREAS the Ontario Northland has been both a principal economic engine for Northern Ontario and the only land access for remote Northern communities; and

WHEREAS the Ontario Northland is attempting to strategically diversify its business in a prudent manner in order to ensure its future viability while offering much needed services to Northeastern Ontario; and

WHEREAS the Ontario Northland supports many northern communities with both services and stable employment opportunities; and

WHEREAS the Ontario Northland is currently completing a very successful refurbishment program on GO TRANSIT coaches and has been publicly acknowledged for the quality of workmanship and adherence to budget; and

WHEREAS both the Ontario Northland and Metrolinx are agencies of the Province of Ontario; and

WHEREAS Metrolinx has recently announced the award of a contract for additional coach refurbishment to a firm outside Ontario based solely on a low tender price with no consideration to the NET FINANCIAL BENEFIT to the Province of Ontario nor consideration to the economic impact to the affected communities in Northern Ontario; and

WHEREAS it appears this decision will result in a net negative impact of in excess of 6 million dollars to the Province of Ontario and yet to be quantified significant negative impact to those communities served by the Ontario Northland; and

WHEREAS the Province of Ontario has recently released a Growth Plan for Northern Ontario, which has been in the development stages for several years; and

WHEREAS despite requests from municipal representatives, the final Northern Growth Plan has not recognized the importance of the Ontario Northland Transportation Commission to the present and future economic success of Northern Ontario.

THEREFORE, BE IT RESOLVED THAT the City of North Bay requests that the Metrolinx award to an out-of-Province firm be immediately suspended pending a review of the option that would provide the best NET VALUE to North Bay, the Region, all of Northern Ontario and ultimately the taxpayers of Ontario;

AND FURTHER THAT Ontario Northland be identified and supported by the Province in its Northern Growth Plan as a key component in the transportation network required to grow and sustain the economy in Northern Ontario;

AND FURTHER THAT a copy of this resolution be sent to all affected Northern Ontario communities; Association of Municipalities of Ontario; the Federation of Northern Ontario Municipalities; Premier Dalton McGuinty; Hon. Michael Gravelle, Minister of Northern Development, Mines and Forestry; Hon. Monique Smith, MPP Nipissing; Hon. Kathleen Wynn, Minister of Transportation; all MPP's; Leader of the Official Opposition; the Leaders of all other Provincial parties; Metrolinx, the City of Toronto and the District Municipalities, seeking their support.

"CARRIED"

Record of Vote (*Upon Request of Councillor Mendicino*)

Yeas: Councillors Mendicino, Maroosis, Koziol, Lawlor, Vrebosch-Merry, Anthony, Mayne, Vaillancourt, Bain, Chirico, Mayor McDonald

Nays: Nil

Res. #2011-524: Moved by Councillor Chirico, seconded by Councillor Koziol That Council adjourn in-camera pursuant to section 239.(2) of the *Municipal Act, 2001*, as amended, at 9:04 p.m. for the following reasons: Item #15 & 16, being proposed disposition of lands by the Municipality; and Item #18, being employee negotiations.

"CARRIED"

Res. #2011-525: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council reconvene at 9:34 p.m.

"CARRIED"

Res. #2011-526: Moved by Councillor Vaillancourt, seconded by Councillor Chirico
That this Regular Meeting of Council do now adjourn at 9:34 p.m.

"CARRIED"

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

CITY OF NORTH BAY
REPORT TO COUNCIL

#1

JUN 30 2011

CLERK'S DEPT.

Report No: CORP 2011 - 129
Originator: Ron Mimee / Dorothy Carvell
Subject: 2011 Transit Capital Budget Allocation

Date: June 29, 2011

RECOMMENDATION:

That a Capital Expenditure By-Law be prepared for the consideration of City Council to authorize the 2011 Transit Coach Replacement Program, being Community Services Capital Budget, line No. 100, Project No. 6033TR, at a net debenture cost of \$693,000.

BACKGROUND:

The Province of Ontario has partnered with Municipalities on a new Transit Procurement Initiative Program for the years 2011/2013 for conventional buses. Council authorized the execution of the Governance Agreement relating to the Joint Procurement of transit buses for 2011 to 2013 by passing By-Law No. 2011-144 on June 6, 2011.

The Joint Procurement Program has proven to be very beneficial to the City of North Bay. For the 2011 - 2013 Joint Procurement for conventional buses, the base bus price was \$10,000 less than the previous joint procurement tender. In comparison, this translates into an approximate 5% saving over transit systems that tendered individually. Savings also include \$10,000 for extended warranty and \$8,000 for the mini-hybrid system. Both these items, previously, were costs in addition to the base bus price. Current bus costs are as follows:

Base Bus Price for 2011, per unit	\$389,990
City of North Bay Options pricing:	
Sensing system for rear door open/close	2,452
Total credits for options	<u>(1,314)</u>
Cost per bus	\$391,128
Add HST (\$50,847 less rebate of \$43,962)	6,885
Total cost per bus	\$398,013

The City of North Bay's Mechanical Supervisor serves on the Steering Committee for the Joint Procurement team. Through his expertise and diligence he has successfully negotiated new warranty agreements for small systems such as North Bay. These include bus doors, sub floor, paint, cooling system and axle/differential. North Bay also served as the pilot project for the EMP or Mini-Hybrid system. North Bay's reports for fuel savings, as a result of this project,

were submitted to Cummins Engines, New Flyer bus manufacturer and the Joint Procurement Team. Other systems are now purchasing and retrofitting their units with the Mini-Hybrid system. New Flyer has completed a cost analysis on the fuel savings and estimated a cost saving of \$13,000 per bus over a 12 year period. Twelve years is the life expectancy of a conventional transit coach. This information has also been presented to the MTO, for funding consideration, to retrofit the existing fleet of New Flyer coaches with the Mini-Hybrid systems.

On November 16, 2009 Council passed Resolution No. 2009-728 and By-Law No. 2009-236 authorizing the execution of the Governance Agreement relating to the Joint Procurement for specialized transit buses for the years 2010 to 2012, subject to available funding. The estimated cost of a new parabus is \$100,000 plus taxes. On July 12, 2010, Council authorized the expenditure of one parabus for 2010.

The Province of Ontario has confirmed that the City of North Bay has been allocated \$1,034,193 under the Provincial Dedicated Gas Tax for Public Transportation Program for 2010 / 2011. Council passed Resolution 2011-429 on June 6, 2011 to enter into a Letter of Agreement with the Province of Ontario related to provincial gas tax funding.

A schedule to the proposed By-Law is submitted for consideration of Council.

Two (2) Transit Coaches	\$796,026
One (1) Parabus	101,762
Temporary financing and contingencies	<u>55,000</u>
Total Expenditure	<u>\$952,788</u>
Less:	
Provincial Dedicated Gas Tax	259,788
Net Amount to be Debentured	<u>\$693,000</u>

ANALYSIS / OPTIONS:

Option 1:

Not to approve a Capital Expenditure By-Law. The transit coach replacement program would be set back resulting in increasing refurbishment costs on older buses. Complying with the Accessibility for Ontarians with Disabilities Act would be negatively impacted. This would also result in losing the Provincial Dedicated Gas Tax Funds.

Option 2:

To authorize the preparation of a capital expenditure by-law to approve the 2011 Transit Coach and Parabus Replacement Program. This would allow the application of available 2011 transit funding and support the continuation of the transit coach replacement program. Option #2 is recommended.

RECOMMENDED OPTION/FINANCIAL IMPLICATIONS:

That a Capital Expenditure By-Law be prepared for the consideration of City Council to authorize the 2011 Transit Coach Replacement Program, being Community Services Capital Budget, line No. 100, Project No. 6033TR, at a net debenture cost of \$693,000.

The 2011 Capital Budget includes an amount of \$1,155,000 for the 2011 Transit Coach Replacement Program. This amount is for the purchase of two conventional buses and one parabus. Funding for this project includes \$693,000 from the issuance of debentures with the difference funded from the Provincial Dedicated Gas Tax reserve. This budget supports the continuation of the Conventional Transit Coach and Parabus Replacement Plan.

Respectfully submitted,

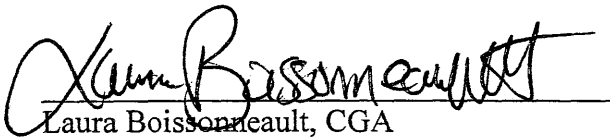


Ron Mimee
Manager of Accounting and Budgets



Dorothy Carvell
Transit Manager

We concur with this report and recommendations.



Laura Boissonneault, CGA
Supervisor of Budgets and Financial Reporting



Jerry D. Knox
Managing Director, Community Services



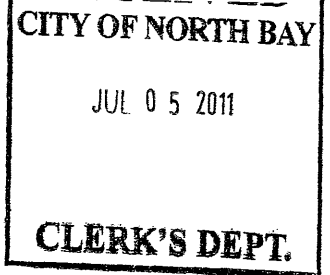
Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



David G. Linkie
Chief Administrative Officer

Personnel designated for continuance: Manager of Accounting and Budgets / Transit Manager

#2



**CITY OF NORTH BAY
REPORT TO COUNCIL**

Report No. CORP 2011-130

Date: July 4, 2011

Originator: Catherine Conrad

Subject: Confirmatory By-laws

RECOMMENDATION

That Council authorize the City Clerk to bring forward a Confirmatory By-law at each Council Meeting to confirm the proceedings of the previous meeting.

BACKGROUND

Section 5(1) of the *Municipal Act, R.S.O. 2001*, as amended, (the "Act") provides the powers of a municipality shall be exercised by its Council.

Section 5(3) of the Act provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

In many cases, action which is taken or authorized to be taken by a Council does not lend itself to an individual by-law (e.g. a resolution of Council authorizing the payment of accounts).

A Confirmatory By-law will confirm that each motion, resolution and other action passed and taken by the Council at a previous meeting is, except where prior approval of the Ontario Municipal Board is required, is adopted, ratified and confirmed.

The by-law will also authorize and direct the Mayor and proper officers of the City to do all things necessary to give effect to the actions or to obtain approvals were necessary.

The passing of a Confirmatory By-law is considered to be a best practice and is the norm for many municipalities.

A draft of the proposed by-law is attached for Council's consideration.

OPTIONS ANALYSIS

Option # 1: To approve the passing of a Confirmatory By-law for each meeting.

This is the recommended option.

Option # 2: Not to approve the passing of a Confirmatory By-law for each meeting.

This is the status quo. This is not the recommended option.

RECOMMENDED OPTION

That Council authorize the City Clerk to bring forward a Confirmatory By-law at each Council Meeting to confirm the proceedings of the previous meeting.

Respectfully submitted,

C. Conrad

Catherine Conrad
City Clerk

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Encl. – Draft Confirmatory By-law

We concur in this report and recommendation.

Lea Janisse

Managing Director of Corporate
Services – Lea Janisse

D. G. Linkie

Chief Administrative Officer –
D. G. Linkie

Personnel designated for continuance: C. Conrad, City Clerk

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-<>

**BEING A BY-LAW TO CONFIRM PROCEEDINGS
OF THE MEETING OF COUNCIL ON
<DATE>, 2011**

WHEREAS the *Municipal Act, R.S.O. 2001, Chapter 25*, (the "Act") Section 5(1), provides that the powers of a municipal corporation shall be exercised by Council;

AND WHEREAS Section 5 (3) of the Act provides a municipal power, including a municipality's capacity, rights, powers and privileges under section 9 of the Act, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise and any of the matters shall be implemented by the exercise of the natural person powers;

AND WHEREAS in many cases action which is taken or authorized to be taken by Council does not lend itself to the passage of an individual by-law;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. That the actions of the Council of The Corporation of the City of North Bay at its meeting held on _____, 2011 in respect of each motion, resolution and other action passed and taken by the Council at its said Meeting is, except where the prior approval of the Ontario Municipal Board or other authority is by law required, hereby adopted, ratified and confirmed.
2. That where no individual by-law has been passed with respect to the taking of any action authorized in or by the Council mentioned in Section 1 hereof or with respect to the exercise of any powers of the Council, then this by-law shall be deemed for all purposes to the by-law required for approving and authorizing the taking of any action authorized therein or thereby required for the exercise of any powers therein by Council.
3. That the Mayor and the proper officers of The Corporation of the City of North Bay are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required, and to execute all documents as may be necessary and directed to affix the corporate seal to all such documents as required.

READ A FIRST TIME IN OPEN COUNCIL THIS __ DAY OF __, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS __ DAY OF __, 2011.

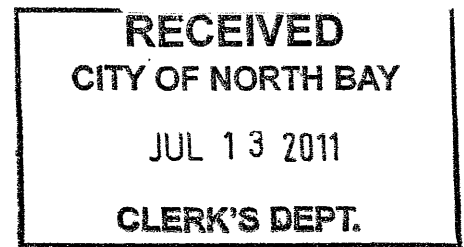
READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS __ DAY OF __, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

#3

City of North Bay
Report to Council



Report No: CSBU 2011-70

Date: July 12, 2011

Originator: Sharon Kitlar, Manager Recreation and Leisure Services

Subject: Agreement with Ottawa Valley Railway re a Temporary Rail Crossing and Service Vehicle Road access

RECOMMENDATIONS

1. That the Mayor and City Clerk be authorized to sign the proposed agreement with Ottawa Valley Railway in order to facilitate access to the waterfront site for the Summer in the Park concerts for the period of July 29, 2011 to August 1, 2011 as described in Report to Council CSBU 2011-70.
2. That the Execution By-law be presented for three readings on July 18th, 2011.

BACKGROUND

Over the past several years the City of North Bay and other organizers of the Civic Holiday weekend event (North Rocks the Bay and North Bay Heritage Festival) have worked with the Ottawa Valley Railway to provide safe access to concert grounds and the Waterfront across RaiLink tracks through the identification of specific access points.

Similar requirements are necessary to accommodate the 2011 Summer in the Park concerts taking place at the waterfront on July 29 & July 30th, 2011.

To assist the event, the following access points have been identified associated with the Ottawa Valley Railway Service Road and RaiLink tracks. (See map attached)

- Ottawa Valley Railway has agreed to allow access to the **service vehicle road** that runs parallel to Memorial Drive between Tenth Avenue and Regina Street in the City of North Bay. This access road will be used by; event personnel authorized to utilize designated parking areas and rear stage areas adjacent to the concert grounds; emergency/security and service vehicles of the City as well as by any other vehicle authorized by the City but said access road shall not be used by the general public.
- To accommodate access to public parking at the former Uniroc site, a **temporary vehicle rail crossing** is required into the former Uniroc site by way of Tenth Street. The use of this crossing as an entry and exit to the parking area will ensure reduced pedestrian/vehicle interaction along Memorial Drive during the concert peak times. The use of this roadway will reduce pedestrian/vehicle interaction during the event.

Based on discussions between City staff and the Ottawa Valley Railway (OVR) representative, an agreement has been drafted to facilitate and detail the required accommodations for the proposed crossing and service road. (Attached) The City Solicitor has reviewed the agreement prior to its

presentation to Council.

The City and Ottawa Valley Railway will closely monitor the areas specified in the contract to ensure public safety and will maintain constant communication throughout the concert weekend.

The agreement between OVR and the City provides access to spectator parking at the Uniroc site through the provision of a temporary rail crossing at Tenth Street and access to rear stage and parking areas for authorized vehicles, event personnel and security/emergency by way of the Service Vehicle Road running adjacent to main line tracks. In consideration to the additional land use provided, the City Parks Department will assist in the construction of the temporary access crossing and will provide appropriate signage for the duration of the concert event.

The parties will work together to ensure that public safety and liability concerns are addressed and monitored closely.

ANALYSIS / OPTIONS

Option 1: Approve the recommendations as stated.

If Council is satisfied with this request as presented, the agreement should be approved for signing and the corresponding by-law execution. The selection of this option would continue the previously successful agreement between municipal event organizers and the OVR as they continue to facilitate safe access to the Waterfront site.

Option 2: That permission is granted to enter into the proposed agreement with Ottawa Valley Railway in an amended form.

If Council is not satisfied with the request as presented but wants the agreement to proceed, the agreement could be approved after having been amended to provide for Council's concerns. The selection of this option may continue the previously successful approach between municipal event organizers and the OVR to facilitate safe access to the Waterfront site, depending upon the nature and/or extent of the amendments.

Option 3: Council could choose not to support the recommendation at this time.

If Council is not satisfied with the agreement as presented and is not prepared to amend it, Council could refuse to approve it. The selection of this option would require an investigation into an alternate plan for safe access to the Waterfront site.

RECOMMENDED OPTION / FINANCIAL IMPLICATIONS

Option 1: Approve the recommendations as stated.

1. That the Mayor and City Clerk be authorized to sign the proposed agreement with Ottawa Valley Railway in order to facilitate pedestrian and vehicle access to the Waterfront site for the Summer in the Park concerts for the period of July 29, 2011 to August 1, 2011 as described in the report.

2. That the Execution By-law be presented for three readings on July 18th, 2011.

The cost associated to this agreement is a minimal fee of \$10.00 and, as stipulated in the agreement, the City of North Bay will extend the insurance liability to the proposed area.

Submitted by,



Sharon Kitlar
Manager Recreation and Leisure Services

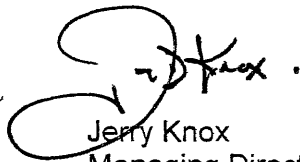


Peter Leckie
City Solicitor

We concur in this report and recommendation.



Ian Kilgour
Director
Parks, Recreation
& Leisure Services



Jerry Knox
Managing Director
Community Services

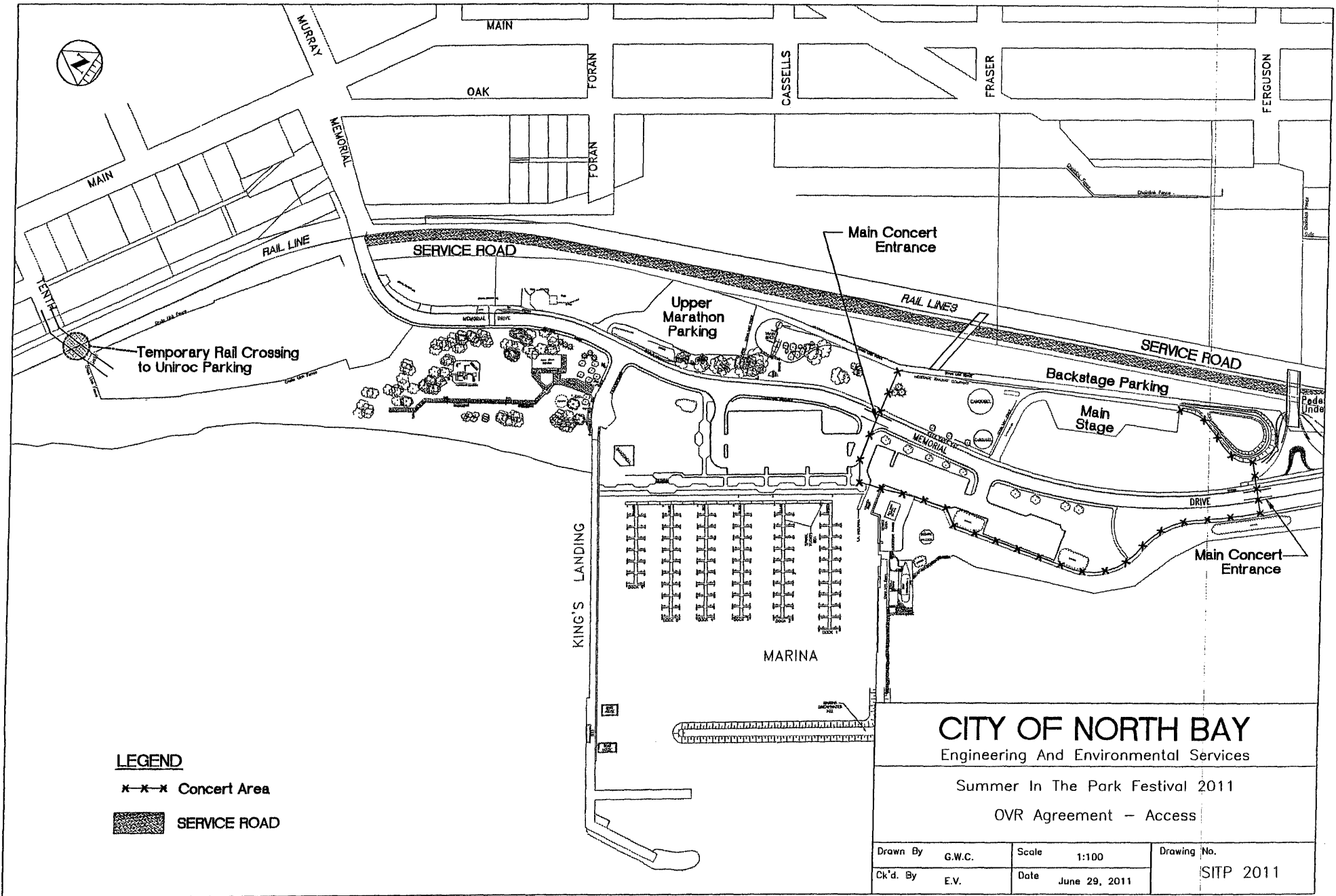


Dave Linkie
Chief Administrative Officer

Position designated for continuance: Parks and Facilities Manager

Attachments: Map to indicate crossing and service road
Agreement with Ottawa Valley Railway

Copy for: David Schroeder, Manager Parks and Facilities
Sharon Kitlar, Manager Recreation and Leisure Services
Ian Kilgour, Director, Parks, Recreation & Leisure Services
Jerry Knox, Managing Director, Community Services
Dave Linkie, Chief Administrative Officer
Peter Leckie, City Solicitor



LEGEND

- x-x-x Concert Area
- [Hatched Box] SERVICE ROAD

CITY OF NORTH BAY
Engineering And Environmental Services

Summer In The Park Festival 2011
OVR Agreement - Access

Drawn By	G.W.C.	Scale	1:100	Drawing No.
Ck'd. By	E.V.	Date	June 29, 2011	
				SITP 2011

AK

THIS AGREEMENT IS MADE AS OF THE 19 TH DAY OF JULY 2011.

B E T W E E N:

THE CORPORATION OF THE CITY OF NORTH BAY
(herein referred to as the "City")

- and -

**OTTAWA VALLEY RAILWAY, operated by
RAILINK CANADA LTD.**
(herein referred to as "OVR")

WHEREAS the City has asked OVR for the right to allow public crossing of the CP Mainline and Rail Yard in North Bay and access to the railway Service Vehicle Road during the Summer in the Park Concerts (hereinafter referred to as the "Concert") held by the City from July 29th to July, 30th, 2011 inclusive, as described herein;

AND WHEREAS OVR has agreed to the crossing and Service Vehicle Road access subject to the terms of this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE PAYMENT BY THE CITY TO CANADIAN PACIFIC RAILWAY (HEREINAFTER REFERRED TO AS "C.P.") AND OVR OF \$10.00 THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED AND THE COVENANTS CONTAINED HEREIN THE PARTIES HERETO DO HEREBY COVENANT AND AGREE AS FOLLOWS:

TEMPORARY RAIL CROSSING AND COMMUNICATION

1. From July 29 to August 1, 2011 for the following time periods: July 29th from 9:00 am to July 30th, 1:00 am; July 30th from 9:00 am to July 31st, 1:00 am., July 31st, 9:00 am to August 1, 1:00 am; the OVR agrees to allow the City

- (i) To use a **temporary crossing at Tenth Street**, in the City of North Bay for the purpose of allowing public access use to a parking area. In preparation of this crossing for use, the required stone dust and proper timber shall be provided by the City. The City will assist the OVR with the necessary labour.
- (ii) To **provide a communication system**; radio and telephone; for a Summer in the Park Command Post Coordinator to liaise with OVR operations during the Concerts.

SERVICE VEHICLE ROAD

2. From July 29th, 2011 at 7:00 am to August 1, 2011 at 1:00 am inclusive; the OVR agrees to allow the City:

- (i) To use the **service vehicle road** that runs parallel to Memorial Drive between Tenth Avenue and Regina Street in the City of North Bay. Said service vehicle road shall be used by; event personnel authorized to utilize designated parking areas adjacent to the concert grounds; emergency/security and service vehicles of the City as well as by any other vehicle authorized by the City but said service vehicle road shall not be used by the general public.
- (ii) The City shall install temporary barriers between the rail lines and the service road from Memorial Drive to the entrance to the parking lot.
- (iii) Access to the service vehicle road shall be controlled by a police or other security personnel and signage located at the access points along the roadway.
- (iv) Any maintenance of the service vehicle road including but not limited to grading, debris clean up and clearing of brush shall be the responsibility of the City.
- (v) The use of a pedestrian gate on the "mini train" parking lot at the northwest side

of its ticket booth and a vehicle gate at the northeast side of the round house (known as the Marathon Beach upper parking lot)

PROVISIONS

3. Provided that:
- (i) The provision of the assisted labour for the one (1) crossing by OVR shall fulfill OVR's sponsorship contribution to the Concerts.
 - (ii) Access to the temporary crossing at Tenth Street on Friday, July 29th 2011 shall not commence until 9:00 a.m. and access on Monday, August 1st, 2011 shall terminate at 1:00 am.
 - (iii) OVR shall provide advance notice to the weekend event's Command Post Coordinator regarding the approaching of any train toward any of the agreed upon temporary crossings to access to the event grounds or parking areas. In turn, City security personnel shall be present at these crossings. OVR shall also provide to the Command Post Coordinator an additional warning and notice ten (10) minutes prior to the arrival of any train at the property defined by this Agreement, namely the Concert grounds, according to the terms of this Agreement.

SECURITY

4. The City agrees to:
- (i) Prepare, erect and maintain signage in a form, on the north side of the chain link fence which runs parallel to the OVR tracks from Wyld Street to Memorial Drive; as follows:
 - (a) NO TRESPASSING
Use Memorial Drive or Pedestrian Underpass
 - (b) Propriete privee : acces interdit - Utiliser Memorial Drive ou "Passage souterrain pour piétons
 - (ii) Provide security monitoring personnel as required by OVR and to prohibit, where applicable, public pedestrian access from 9am, July 29th, 2011 to 1am August 1, 2011 inclusive.
 - (iii) The crossings at **Tenth Avenue** will be marked with reflective red signage; reading (CAUTION UNPROTECTED CROSSING WATCH FOR TRAINS) installation will be the responsibility of the City.

CONSTRUCTION

5. The City agrees to assist OVR with the construction and removal of **the temporary crossing** with its own labour force, according to the schedule to be approved by OVR.

INSURANCE

6. The City shall at its own expense, obtain and maintain during the term of this Agreement, in a form and with an insurance company satisfactory to OVR, a comprehensive general liability insurance policy with a policy limit of not less than \$10,000,000.00 inclusive for bodily injury and property damage, which amount or form of the policy may at any time upon receipt by the City of a written request so to do from OVR be varied reasonably at the expense of the City.

Such policy shall by its wording or by endorsement extend to insure the liabilities herein assumed by the City, name OVR as an additional insured and provide a cross liability clause. Said policy shall provide that fifteen (15) days prior written notice shall be given OVR by the insurer in the event that the City or the insurer desire to cancel, change or modify such insurance or any part thereof.

Further, that in the event the said insurance policy or policies are allowed to lapse during

the term hereof or any renewal thereof, this Agreement shall, subject to all the rights and privileges of OVR hereunder and notwithstanding any other provision in this Agreement, forthwith terminate without any notice whatsoever being given to the City.

The City hereby undertakes to furnish OVR with certified evidence of the above-mentioned insurance.

Provided that any insurance coverage acquired hereunder by the City shall in no manner restrict or limit the liabilities assumed by the City under this Agreement.

INDEMNITY

7. The City does hereby agree to indemnify and save harmless OVR, its officers, employees, agents, licensees and invitees from any claim or demand for any claims for personal injury, death or property damage or loss arising from any public use of the CP Main Line or Rail Yards from Memorial Drive to Judge Avenue in the City of North Bay from July 29th, 2011 to and including August 1st, 2011 as described herein.
8. Time shall be of the essence of this Agreement.
9. This Agreement shall be construed according to the terms of the laws of the Province of Ontario.
10. The waiver by OVR of a breach of a term or covenant herein contained will not be deemed to be a waiver of another term or covenant.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

THE CORPORATION OF THE CITY
OF NORTH BAY

MAYOR – AL MCDONALD

CITY CLERK – CATHERINE CONRAD

OTTAWA VALLEY RAILWAY, Operated
by RAILINK CANADA LTD.
PER:

I/WE HAVE THE AUTHORITY TO BIND
THE CORPORATION

City of North Bay

Report to Council

JUL 13 2011

CLERK'S DEPT.

Report No: CSBU 2011 - 66

Date: June 16, 2011

Originator: Peter Carello, Senior Policy Planner

Subject: General Review and Update of City of North Bay Zoning By-law No. 28-80

File No: D14/2011/CNB/ZBREVUPD/#817

RECOMMENDATION

1) That the proposed amendments to Zoning By-law No. 28-80 as described in this Report to Council dated June 16, 2011 be approved.

BACKGROUND

Through the general day-to-day use of the City of North Bay's Zoning By-law 28-80, Planning Services Staff has identified a number of omissions and/or technical difficulties with the zoning definitions, regulations, text and schedules.

This update is also occurring due to mapping changes to recognize discrepancies in the existing Schedules and other necessary mapping changes to more accurately describe zone boundaries.

ANALYSIS / OPTIONS

Option 1:

Approve the proposed amendments to Zoning By-law 28-80.

The proposed changes to the By-law are attached as Appendix A to this report for Council's consideration. The proposed changes to Zoning By-law No. 28-80 are summarized as follows:

- Three (3) mapping changes to more accurately describe zone boundaries on Schedules "B-42" and "B-50";
- Removal of the "Supervised Residence" from Zoning By-law No. 28-80;
- New or modified definitions and regulations for:
 - o **Boarding, Lodging or Rooming House** (in order to remove reference to "Supervised Residence").
 - o **Dwelling, Single Detached** (to provide an improved definition of a single detached dwelling, which will be in closer conformity to the Ontario Building Code).
 - o **Group Home – Type 3** (in order to remove reference to "Supervised Residence").
 - o **Institutional Use** (to ensure Group Home Type 2 and Group Home Type 3 are not permitted to proceed as an Institutional Use within a low density residential zone).
 - o **Light Industrial Three (M3)** (to expand list of permitted uses).
 - o **Pharmacy** (new definition).
- A number of other technical changes within the text of the By-law are proposed to provide clarification regarding specific regulations; and
- Various additional housekeeping/technical changes have been incorporated.

Option 2:

Do not approve the amendments to Zoning By-law 28-80.

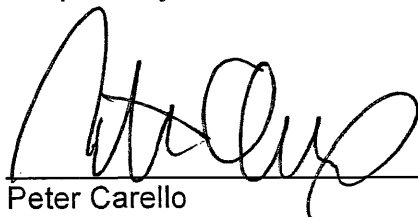
This is not recommended, as updates are necessary to reflect transitions within the community.

RECOMMENDED OPTION / FINANCIAL IMPLICATIONS

Option 1 is the recommended option.

The proposed changes to the City of North Bay's Zoning By-law 28-80 comes as a result of the general day-to-day use and interpretation by Planning Services Staff which has identified omissions and/or technical difficulties with the zoning definitions, regulations, text and schedules. The proposed amendments will assist with the implementation and enforcement of Zoning By-law No. 28-80.

Respectfully submitted,



Peter Carello
Senior Policy Planner

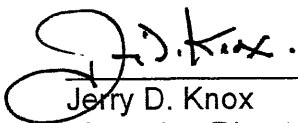


Beverley R. Hillier, MCIP, RPP
Manager, Planning Services

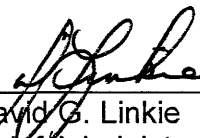
PC/BRH/dlb

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We concur with this report and recommendations.



Jerry D. Knox
Managing Director, Community Services



David G. Linkie
Chief Administrative Officer

Personnel designated for continuance: Peter Carello, Senior Policy Planner

attach(s): Proposed mapping changes
Schedules B-42 & B-50
By-Law Amendments

APPENDIX A

ZONING BY-LAW REVIEW SUMMARY OF PROPOSED CHANGES

A comprehensive review of City of North Bay Zoning By-Law No. 28-80 was last undertaken in 2010. This review concluded with Council passing Zoning By-Law Amendment No. 2010-61 on the 5th of April 2010.

It is now timely to undertake a further review and update of the Zoning By-Law. The following proposed amendments represent items brought to the attention of Planning Services staff or issues encountered in the day-to-day administration of the Zoning By-Law by staff.

BY-LAW SECTION NO. 2 – DEFINITIONS

A number of changes are being proposed to the definitions section in order to provide better clarity, to remove an existing use or to define new uses which are being proposed.

- 1) The definition of “Boarding, Lodging or Rooming House” in Section 2 of the Zoning By-law No. 28-80 is amended by deleting the words “Supervised Residence,”.

Rationale: To remove the definition for “Supervised Residence” from Zoning By-law No. 28-80. Supervised Residence is not listed as a permitted use in any zone within the Zoning By-law.

- 2) The definition of “Dwelling, Single Detached” in Section 2 of the Zoning By-law No. 28-80 is deleted in its entirety and replaced with the following:

“DWELLING, SINGLE DETACHED means a completely detached dwelling unit in which cooking and sanitary facilities are provided for the exclusive use of the household. A Single Detached Dwelling Unit is used as a single housekeeping unit in which no occupant has exclusive use of any part of the unit.”

Rationale: The changes to the definition of a Single Detached Dwelling are to provide better description of this permitted use. The proposed definition is consistent with the Ontario Building Code.

- 3) The definition of “Group Home Type 3” in Section 2 of Zoning By-law No. 28-80 is amended by deleting the words “Supervised Residence,”.

Rationale: To remove the definition for “Supervised Residence” from Zoning By-law No. 28-80. Supervised Residence is not listed as a permitted use in any zone within the Zoning By-law.

- 4) The definition of “Institutional Use” in Section 2 of Zoning By-Law No. 28-80 is amended by replacing the words “and Group Home Type 2” with the words “, Group Home Type 2 and Group Home Type 3”.

Rationale: Group homes are defined and regulated in other sections of Zoning By-law No. 28-80. This amendment to the Zoning By-law is to ensure that

Group Home Type 2 or Group Home Type 3 are not considered an institutional use and permitted in low density residential zones.

- 5) Section 2 of Zoning By-law No. 28-80 is amended by inserting the following new definition:

“Pharmacy means a retail store that dispenses prescription drugs and which sells, among other things, non-prescription medicines, health and beauty products, and associated sundry items. A pharmacy may also sell food products. No more than 30% of the total Commercial Floor Space may be devoted to food products.”

Rationale: To provide a definition for a new Permitted Use and to remove “Drug Store” as a permitted use in the “Regional Shopping Centre (C3)” zone.

- 6) Section 2 of Zoning By-law No. 28-80 is amended by removing “Supervised Residence” and its definition from the By-law.

Rationale: To remove the permitted use “Supervised Residence” from Zoning By-law No. 28-80. Supervised Residence is not listed as a permitted use in any zone. The previous amendment to the Group Home Definitions makes the need for a Supervised Residence redundant.

BY-LAW SECTION NO. 3 – GENERAL PROVISIONS

A number of changes are being proposed to the general provisions section in order to provide clarity, to add certain regulations and revise others, to modify the lists of permitted uses and to deal with various general housekeeping issues.

Section 3 – General Provisions of Zoning By-Law 28-80 are amended, as follows:

- 1) Section 3.16.5 of Zoning By-law No. 28-80 is amended to add “(excluding stairs)” on the second line in the Structure Section following the word “decks”.

Rationale: Stairs are an appropriate encroachment in the front and rear yards, provided that they are wholly located on the subject property.

- 2) Section 3.16.6 of Zoning By-law No. 28-80 is amended to add “(excluding stairs)” on the second line in the Structure Section following the word “decks”.

Rationale: Stairs are an appropriate encroachment in the front and rear yards, provided that they are wholly contained on the subject property.

- 3) Section 3.16.7 of Zoning By-law No. 28-80 is amended by deleting the words “and including handicap ramps” from the Structure Section.

Rationale: Ramps and other accessibility equipment is a permitted encroachment in Section 3.16.9. As a result, the passage proposed to be deleted is redundant.

- 4) Section 3.16 of the Zoning By-law No. 28-80 is amended to include the following new subsection :

	Structure	Yard In Which Projection Is Permitted	Maximum Project from <i>Main Wall</i> Permitted
3.16.11	Brick Façade / Siding	Any Yard	0.1 metres

Rationale: To enable property owners whose foundation meets setbacks from property lines to install siding or brick façade on their home which encroaches in the required setback.

- 5) Section 3.25.16 of Zoning By-law No. 28-80 is amended to remove “Freight containers are permitted in industrial, commercial, institutional and open space zones, subject to the provisions of this By-law for the particular zone in which said freight container is located.”

Rationale: Section 3.25.17 of Zoning By-law No. 28-80 provides the same regulations, making this particular passage redundant.

- 6) Section 3.26.k) of the Zoning By-law No. 28-80 is deleted.

Rationale: Parking requirements for Boarding, Rooming or Lodging Houses are defined by Section 3.26. b) ii). Thus, Section 3.26.k) is redundant and should be removed.

- 7) Section 3.26.6 of Zoning By-law No. 28-80 is amended by deleting “5% of the required parking spaces in a public parking area shall be reserved for accessible parking spaces” and replaced with the following:

“Section 3.26.6 A minimum number of accessible parking spaces must be provided, as per the below table:

Minimum number of Required Parking Spaces	Minimum Number of Accessible Parking Spaces
10 – 30	1
31 – 60	2
61 – 90	3

1 additional Accessible Parking Space for each additional 30 parking spaces or part thereof.”

Rationale: The current minimum requirement of 5% accessible parking spaces has been found to be excessive. Staff is of the opinion that the above table is more reflective of community needs. It provides approximately 3.3% accessible parking spaces, which is comparable to communities such as Sault Ste. Marie and Barrie. The proposed parking standards were vetted

through the Municipal Accessibility Advisory Committee. MAAC were supportive of the proposed changes.

- 8) Section 3.26.6.a) is amended by adding the following new subsection:

“Section 3.26.6.a.iii) The minimum width of an accessible parking space may be reduced to 3.5 metres when the parking stall is located adjacent to a hard-surfaced walkway dedicated to pedestrian access that has a minimum width of 1.5 metres.”

Rationale: A pedestrian walkway can be double as access and egress to an accessible vehicle. This provision is to provide property owners with additional configuration options when they are designing parking lots and the location of accessible parking stalls.

- 9) Section 3.26.6 a) through Section 3.26.6 f) of Zoning By-law No. 28-80 is renumbered to 3.26.6.1 a) through 3.26.6.1 f).

Rationale: To provide delineation between policies pertaining to parking requirements and minimum standards for parking stalls and aisles

- 10) Section 3 of Zoning By-law 28-80 shall be amended to include the following new subsection:

“3.39.3 Any *Commercial Agricultural Use* shall be prohibited in any “Holding (H)” zone.”

Rationale: Holding zones are in place to enable the limited development of a property while it awaits building restrictions to be addressed (typically the provision of municipal services). *Commercial Agricultural Uses* are most appropriate in “Rural (A)” zone. Permitting these in “Holding (H)” zones would likely hinder the eventual development of the area.

BY-LAW SECTION NO. 4 – ZONE REQUIREMENTS

No amendments are proposed to Section 4 of Zoning By-law 28-80.

BY-LAW SECTION NO. 5 – RESIDENTIAL ZONES

A number of changes are being proposed to the Residential Zones section in order to provide clarity, to add certain regulations and revise others, and to deal with various housekeeping issues.

- 1) Sections 5.1.6, 5.1.6.1, 5.1.6.2 and 5.1.6.3 are deleted in their entirety and replaced with the following new subsection:

5.1.6.1 No person shall park or store in any Residential Zone any commercial vehicle which:

- a) Is in excess of 3,200 kilogram vehicle weight; or

- b) Has a length greater than 6.0 metres; or
- c) Has a height greater than 2.6 metres.

A commercial vehicle may include but is not limited to a bus, trailer, tow truck, tilt/n/load, dump truck, tractor trailer, semi trailer, ambulance or hearse.

5.1.6.2 Notwithstanding the above, a maximum of one commercial vehicle may be parked on a residential property provided that it is contained within a fully enclosed building.

5.1.6.3 This subsection shall not prevent the standing of any such vehicle for the purpose of normal business operations, such as actively loading or unloading merchandise or passengers.”

Rationale: To provide clarification regarding the provisions of the Zoning By-law No. 28-80 that govern the parking and storing of commercial vehicles in residential zones.

- 2) The Table in Section 5.2.2 is amended by modifying the regulations for the following existing permitted uses:

ZONE	PERMITTED USE	MIN. LOT AREA PER DWELLING UNIT IN SQ.M.	MIN. LOT FRONTAGE IN METRES	MAXIMUM LOT COVERAGE	MAXIMUM HEIGHTS (STORIES)
RM1	Group home type 1	232.2	18	35%	N/A
RM2	Group home type 1	232.2	18	35%	N/A

Rationale: Group Home Type 1 permits a maximum of four (4) residents. This size is similar to Single Detached Dwelling units. The above regulations match the regulations for Single Detached Dwelling units in each of the respective zones.

- 3) The Table in Section 5.2.2 is amended by adding regulations for the following Permitted uses:

ZONE	PERMITTED USE	MIN. LOT AREA PER DWELLING UNIT IN SQ.M.	MIN. LOT FRONTAGE IN METRES	MAXIMUM LOT COVERAGE	MAXIMUM HEIGHTS (STORIES)
R1	Group home type 1	557.4	18	36%	2.5
R2	Group home type 1	464.5	15	35%	2.5
R3	Group home type 1	418.0	13.7	35%	2.5
R5	Group home type 1	278.0	9	35%	1
RM1	Group home type 2	464.0	22.8	35%	N/A
RM2	Group home type 2	464.0	22.8	35%	N/A

Rationale: Each of the above uses are permitted in the respective zones. The regulations for Group Home Type 1 match the regulations for Single Detached Dwellings in each of the respective zones. The regulations for Group Home Type 2 are compatible with requirements of a duplex in each of the RM1 and RM2 zones.

BY-LAW SECTION NO. 6 – COMMERCIAL ZONES

A number of changes are being proposed to the Commercial Zones section in order to provide a new permitted use in identified zones.

- 1) Section 6.2.1.1 of Zoning By-law No. 28-80 is amended to add “Pharmacy” as a Permitted Use.

Rationale: To allow a new Permitted Use in the C1 Zone.

- 2) Section 6.3.1.1 of Zoning By-law No. 28-80 is amended to add “Pharmacy” as a Permitted Use.

Rationale: To allow a new Permitted Use in the C2 Zone.

- 3) Section 6.4.1.1 of the Zoning By-law No. 28-80 is amended by removing “Drug Store” as a Permitted Use and adding “Pharmacy” as a new Permitted Use.

Rationale: This general Zoning By-law Amendment is adding “Pharmacy” as a new permitted use. This amendment will ensure conformity with the new definition and will provide a zone for a new permitted use in the C3 Zone.

- 4) Section 6.5.1.1 of Zoning By-law No. 28-80 is amended to add “Pharmacy” as a Permitted Use.

Rationale: To allow a new Permitted Use in the C4 Zone.

- 5) Section 6.7.1.1 of Zoning By-law No. 28-80 is amended to add “Pharmacy” as a Permitted Use.

Rationale: To allow a new Permitted Use in the C6 Zone.

BY-LAW SECTION NO. 7 – INDUSTRIAL ZONES

One change is being proposed to the Industrial Zones section in order to modify permitted uses in the industrial zone.

- 1) Section 7.4.1.1 of Zoning By-law No. 28-80 is amended by removing the words “requiring outside storage”.

Rationale: Staff has examined the list of Permitted Uses in a “Light Industrial Two (M2)” zone and has determined that these uses would also be appropriate in a “Light Industrial Three (M3)” zone. This amendment would provide greater flexibility by allowing permitted uses in an M2 zone to also occur in an M3 zone.

BY-LAW SECTION NO. 8 – OPEN SPACE ZONES

No amendments are proposed to Section 8 of Zoning By-law 28-80.

BY-LAW SECTION NO. 9 – INSTITUTIONAL ZONES

No amendments are proposed to Section 9 of Zoning By-law 28-80.

BY-LAW SECTION NO. 10 – RURAL ZONES

No amendments are proposed to Section 10 of Zoning By-law 28-80.

BY-LAW SECTION NO. 11 – SPECIAL ZONES

The following change is being proposed to the Special Zone section in order to revise an error in the By-law.

- 1) Section 11.5.14.2 b) i) is amended to delete the words “front yard setback” and add the words “minimum lot frontage” in their place.

Rationale: The proposed amendment would correct a typo in the by-law and would reflect the original intent of the “Rural Residential Estate Special Zone No. 14 (RRE Sp.14)” zone.

BY-LAW SCHEDULE SECTION

A number of revisions are being proposed the Schedule Section of the By-law in order to better reflect by-laws passed by previous Councils.

- 1) Schedule B-42 is amended to extend the “District Commercial (C4)” zoning designation to the property legally described as Registered Plan 86, Lot 160 (107 Greenwood Avenue).

Rationale: The subject property at 107 Greenwood Avenue has operated as a commercial establishment for a number of years. City of North Bay By-law No. 56-72 rezoned the adjacent property in 1972 to a now defunct Residential Multiple Zone. This residential zone was inadvertently extended onto 107 Greenwood Avenue on the Schedule B-42 of Zoning By-law No. 28-80. This amendment would assign the property with a C4 zoning designation, which is more appropriate than the current residential zoning.

- 2) Schedule B-50 is amended to extend the “Residential Multiple Second Density (RM2)” zoning designation to the property legally described as Plan 21, Part of Lot 687 and North Part of Lot 688 (431 Second Avenue West).

Rationale: The border of the RM2 zoning was incorrectly drawn on Schedule B-50, resulting in the property at 431 Second Avenue West having split zoning. This amendment will result in the entire property being zoned RM2.

- 3) Schedule B-50 is amended to extend the “Residential Multiple First Density (RM1)” zoning designation to the property legally described as Plan 21, South Part of Lot 688 (423 Second Avenue West).

Rationale: The border of the RM2 zoning was incorrectly drawn on Schedule B-50, resulting in incorrect RM2 zoning on the subject property (423 Second Avenue West) that should have been placed on the neighbouring property (431 Second Avenue West). This amendment will result in the property reverting to the correct “Residential Multiple First Density (RM1)” zoning.

OTHER AMENDMENTS

Other amendments to the Zoning By-law No. 28-80 are proposed to correct minor errors in Zoning By-law Amendments

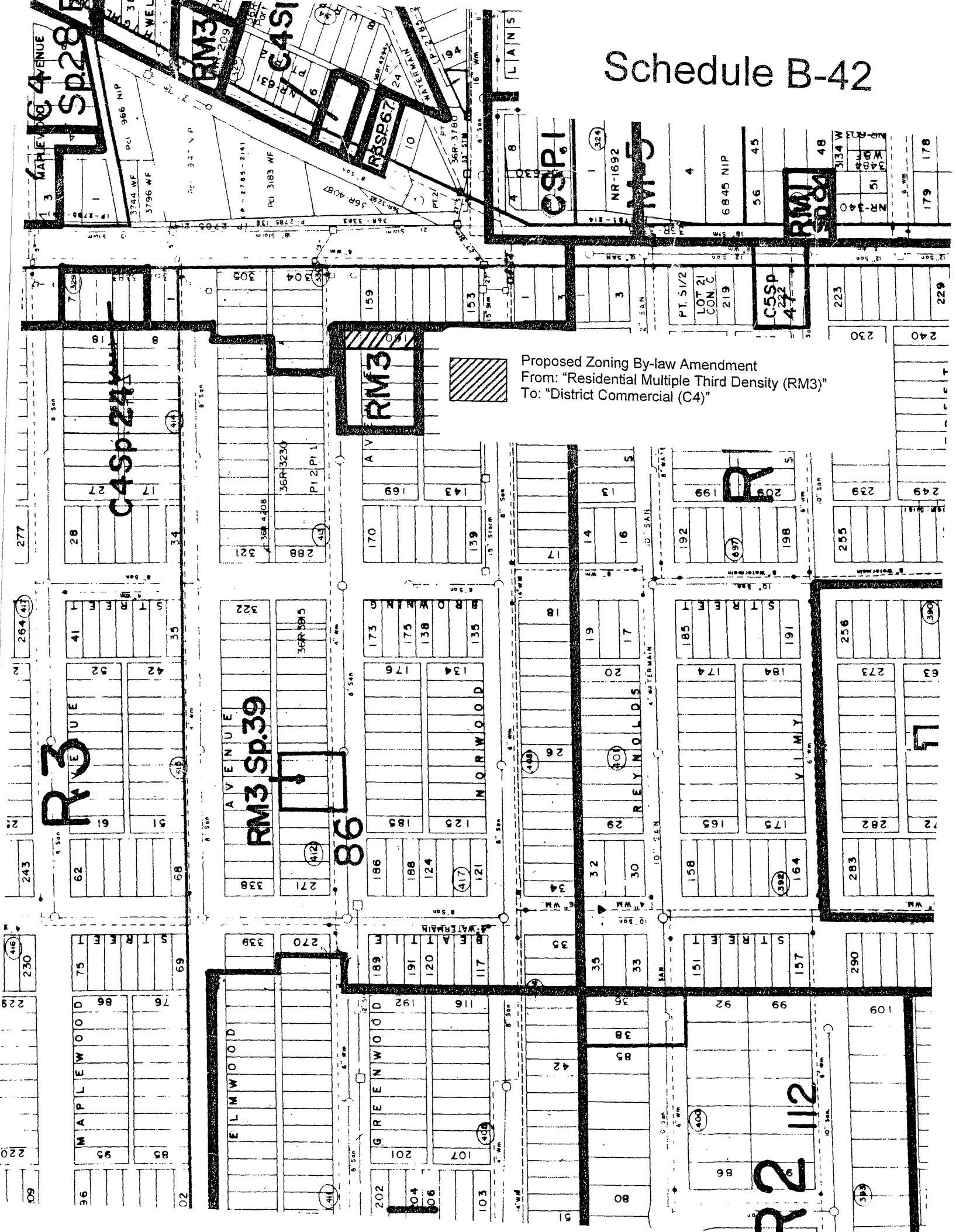
- 1) By-law No. 2001-099 is amended to change the special zone number from “Residential Third Density Special Zone No. 81 (R3 Sp.81)” to “Residential Third Density Special Zone No. 79 (R3 Sp.79)”

Rationale: To correct a technical numbering error that occurred at the time of the passing of the site specific by-law.

- 2) By-law No. 2010-163 is amended to add “Part of Part 5, ” to the legal description following the words “Part 1,”

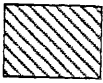
Rationale: The legal description of the property affected by City of North Bay By-law No. 2010-163 should have included “Part of Part 5”. The Schedules to this By-law accurately reflected the proposed Zoning By-law Amendment.

Schedule B-42

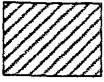


Proposed Zoning By-law Amendment
 From: "Residential Multiple Third Density (RM3)"
 To: "District Commercial (C4)"

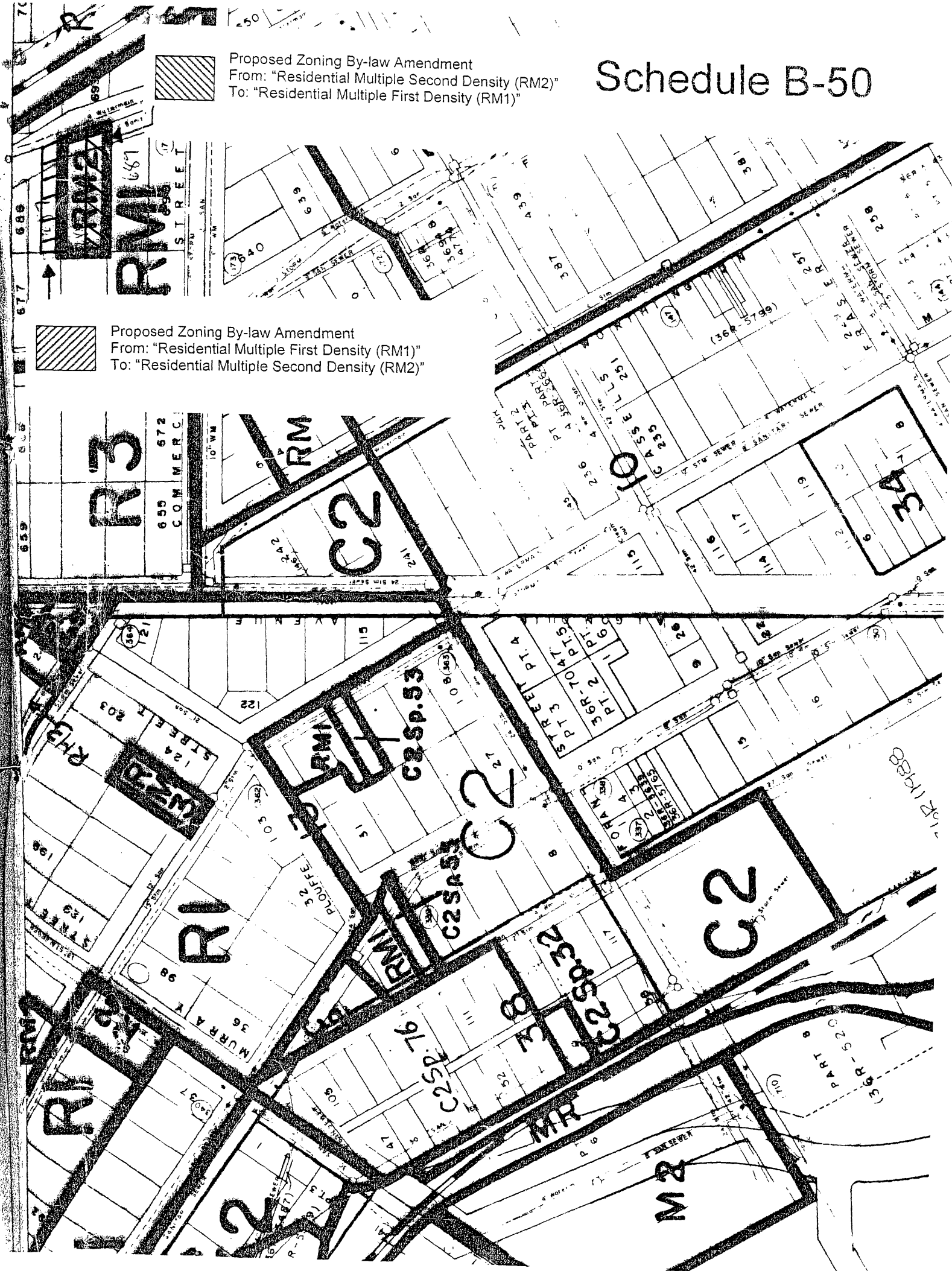
Schedule B-50



Proposed Zoning By-law Amendment
From: "Residential Multiple Second Density (RM2)"
To: "Residential Multiple First Density (RM1)"



Proposed Zoning By-law Amendment
From: "Residential Multiple First Density (RM1)"
To: "Residential Multiple Second Density (RM2)"



CITY OF NORTH BAY
REPORT TO COUNCIL

<p>RECEIVED</p> <p>CITY OF NORTH BAY</p> <p>JUL 13 2011</p> <p>CLERK'S DEPT.</p>
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#5

Report No: CSBU 2011 - 72

Date: July 12, 2011

Originator: Fire Chief Grant Love

Subject: Changes to By-law 2011-130; being a by-law to Regulate Open Air Burning in the City of North Bay

RECOMMENDATION

That Council approves the following changes to By-law 2011-130; being a by-law to Regulate Open Air Burning in the City of North Bay:

Definitions

Remove existing subsection (n) and replace with:

(n) "Rural Zone" means the following zones as contained in the City of North Bay's comprehensive zoning by-law: A, RRC ,RRL, RME, RC, RMC, RN and associated Special Zones. The Rural Zone is further defined as containing all Holding (H) zones and O, O1, and O2 zones that satisfied the general provisions contained herein.

Remove existing subsection (o) and replace with:

(o) "Urban Zone" means the following zones as contained in the City of North Bay's comprehensive zoning by-law: R1, R2, R3, R4, R5, RM1, RM2, RM3, RM4, RM5, RM6, C1, C2, C3, C4,C5, C6, C7 (except as herby expressed varied) M1, M2, M3, M4, MR, MBP, MAP AND MC.

Rural Burning Only

Remove existing 3.1 and replace with:

3.1 No person shall set, maintain or cause to be set or maintained an Open Air Fire in the Urban Zone except by permit for legal cottages and campgrounds within C7 zones.

Remove existing 3.2 and replace with:

3.2 No person shall set, maintain or cause to be set or maintained an Open Air Fire in a Rural Zone unless a permit has been issued by the Chief Fire Official.

General Provisions

4.3(a) remove "or other combustible article"

4.3(c) change time to 0800 (8:00am) to 2400(12:00am)

4.4(a) remove "or other combustible article"

BACKGROUND

On May 9th, 2011 a Public Meeting was held on the matter of the issuance of permits for fire purposes. At the May 16th, 2011 meeting of Council the General Government Committee Report No. 2011-13 was passed, authorizing changes to the Open Air Burning By-law.

Since By-law 2011-130 was passed North Bay Fire & Emergency Services Staff and a number of City of North Bay Staff have received a number of concerns over changes to the old By-law.

The changes identified herein are a result of the discussions with end users as well as taking into consideration the need for having a fire safe community.

The changes to the definition of “Rural” and “Urban” reflect more accurately the intent of the City’s Zoning By-law.

The changes to the time for burning reflect a more family oriented approach.

The CAO, Fire Chief and Deputy Chiefs have taken into consideration all of the concerns that have been identified.

OPTIONS ANALYSIS

Option # 1:

Do nothing.

This recommendation is not proposed as it fails to take into consideration feedback from the end users of the Open Air Burning By-law.

Option # 2:

Recommended option is the recommended changes to By-law 2011-130.

RECOMMENDED OPTION

That Council approves the following changes to By-law 2011-130; being a by-law to regulate opens air burning in the City of North Bay:

Definitions

Remove existing subsection (n) and replace with:

(n) “Rural Zone” means the following zones as contained in the City of North Bay’s comprehensive zoning by-law: A, RRC, RRL, RME, RC, RMC, RN and associated Special Zones. The Rural Zone is further defined as containing all Holding (H) zones and O, O1, and O2 zones that satisfied the general provisions contained herein.

Remove existing subsection (o) and replace with:

(o) “Urban Zone” means the following zones as contained in the City of North Bay’s comprehensive zoning by-law: R1, R2, R3, R4, R5, RM1, RM2, RM3, RM4, RM5, RM6, C1, C2, C3, C4, C5, C6, C7 (except as hereby expressed varied) M1, M2, M3, M4, MR, MBP, MAP AND MC.

Rural Burning Only

Remove existing 3.1 and replace with:

3.1 No person shall set, maintain or cause to be set or maintained an Open Air Fire in the Urban Zone except by permit for legal cottages and campgrounds within C7 zones.

Remove existing 3.2 and replace with:

3.2 No person shall set, maintain or cause to be set or maintained an Open Air Fire in a Rural Zone unless a permit has been issued by the Chief Fire Official.

General Provisions

4.3(a) remove “or other combustible article”

4.3(c) change time to 0800 (8:00am) to 2400(12:00am)

4.4(a) remove “or other combustible article”

Respectfully submitted,



Grant J. Love
Fire Chief

GJL/dlb

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I concur in this report and recommendation.



David G. Linkie
Chief Administrative Officer

Personnel designated for continuance: Fire Chief Grant J. Love

City of North Bay

#6

Report to Council

Report No: CSBU 2011 - 71

Date: July 11, 2011

Originator: Beverley Hillier, Manager, Planning Services

Subject: Draft Source Protection Policy – Pre Consultation

RECOMMENDATION

- 1) That the draft Source Protection Policy “Recognize Building Code Sewage System Maintenance Inspections” be supported by Council; and
- 2) That Report to Council CSBU 2011-71 be forwarded to the Source Protection Authority and participating municipalities for information purposes.

BACKGROUND

Source Water Protection planning was initiated within the North Bay-Mattawa Source Protection Area in 2008 with the creation of the Terms of Reference for drinking water source protection. The Terms of Reference were approved in May 7, 2009 by the Ministry of Environment (MOE).

The Assessment Report was approved by the MOE on May 30, 2011. An update to the Assessment Report was submitted on June 16, 2011 to the MOE for approval for the purpose of adding a local transportation threat. The Assessment Report is a technical document which provides the scientific foundation for the Source Protection Planning process.

The Source Protection Authority is beginning the development of the Source Protection Plan. The Plan will include policies and recommended best practices to protect quality and amount of drinking water sources in Callander, Mattawa, North Bay, Powassan, South River and the cluster of wells in the Townsite of Trout Creek.

As part of the plan development the Source Protection Committee (SPC) is required to pre-consult with the groups that will be responsible for implementing the policy. The SPC provided one draft policy for our review and comment entitled “Recognize Building Code Sewage System Maintenance Inspection Program”. The purpose of this policy is to require all septic systems that are considered a significant threat, and all that may become a significant threat, to be inspected every 5 years.

This Policy has come into effect under the Ontario Building Code Amendments which came into effect January 1, 2011. The purpose of the policy being included in the Source Protection Plan is to recognize and support Ontario Building Code (OBC) requirements.

The City of North Bay and member communities under the North Bay-Mattawa Conservation Authority (same as Source Protection Area except South River) contract with the North Bay-Mattawa Conservation Authority for septic review and approval under Part 8 of the OBC. As the principle authority for the septic review and approval, the North Bay-Mattawa Conservation Authority is required under the OBC to initiate the mandatory 5 year inspection process as of May 30, 2011 (date of approval of the Assessment Report).

POLICY IMPLICATIONS

The Manager of Planning Services acts as one of three municipal representatives on the North Bay-Mattawa Source Protection Committee. Below an overview of the policy implications on surrounding communities has been provided in order to provide these communities additional information with respect to the proposed policy. Included in the recommendation to Council is that this report is shared with the participating member communities for information purposes.

North Bay

This policy under the Source Protection Plan will only affect those areas where septic systems have been identified as an existing or future potential significant threat. This includes the Callander (Issue Contributing Area), Mattawa (WHPA-A, WHPA-B), Powassan (WHPA-A, WHPA-B1), Trout Creek Deep Aquifer (WHPA-A) and Trout Creek Shallow Aquifer (WHPA-A, WHPA-B).

Due to the vulnerability score and risk level associated with Trout Lake, septic systems are not considered a significant threat, and are therefore not affected by this Policy.

The Callander ICA includes a portion of the southern limits of the City of North Bay. This area is included with Callander's IPZ-3 and the only related significant threat relates to phosphorous. As a result any property within the ICA is required to participate in mandatory 5 year inspections of their septic system or any new septic systems that may be installed. According to the NBMCA, there is one (1) existing septic systems affected by this policy.

Surrounding Communities

This policy has the largest implications on the Callander Issue Contributing Area and the Townsite of Trout Creek. The mapping of affected properties is attached for information purposes.

While also affecting Mattawa and Powassan, there are relatively few properties affected. Mattawa WHPA-A and WHPA-B is largely residential in nature and serviced by a municipal water and sewer system. This area is included as there may be some legacy septic systems in this area. With respect to Powassan, there are two (2) rural residential properties located in the affected area.

The Callander Issue Contributing Area consists of IPZ-1, 2 and 3. This entire area is included because of the threat associated to phosphorus in sewage (in relation to Microcystin LR – green algae bloom). The ICA crosses multiple municipal boundaries and includes portions of North Bay, Callander, East Ferris, Chisholm and Powassan.

The Townsite of Trout Creek consists of a cluster of privately owned wells in both the shallow and deep aquifers.

FINANCIAL IMPLICATIONS

There could be financial implications on individual property owners, the North Bay-Mattawa Conservation Authority (as principle authority) and local municipalities, as described in the attached draft policy.

The North Bay-Mattawa Conservation Authority is currently a program to ensure all affected properties/systems are inspected on a rotating 5 year basis. The NBMCA have indicated that the program will likely be user pay program, with the first inspections starting in the fall of 2011.

The NBMCA will be advising the City regarding the program details once they are finalized. As this Policy is essentially in effect as a result of amendments to the OBC, these financial implications will be felt with or without this Policy being established in the Source Protection Plan.

OPTIONS

Option 1:

Support the Policy prepared by the SPC. The NBMCA will be advising the City and all affected municipalities of the program details in the fall of 2011. This policy is intended to support and protect drinking water in the North Bay-Mattawa Source Protection Area.

Option 2:

Do not support the Policy prepared by the SPC.

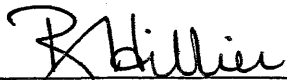
This option is not recommended. The policy will reflect a current standard as set out under the OBC.

RECOMMENDED OPTION

Option 1 is the recommended option.

The Policy recognized the existing requirements under of OBC that came into effect May 30, 2011 (the date the Assessment Report was approved). As this requirement is already in effect, the North Bay-Mattawa Conservation Authority is developing a program to ensure the OBC requirements are met.

Respectfully submitted,



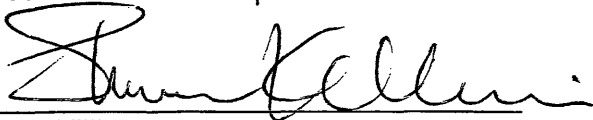
Beverley R. Hillier, MCIP, RPP
Manager, Planning Services

BH/dlb

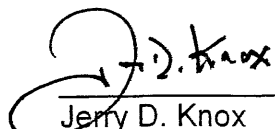
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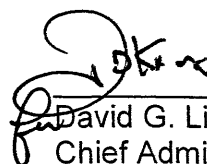
We concur with this report and recommendations.



Shawn Killins
Chief Building Official



Jerry D. Knox
Managing Director, Community Services



David G. Linkie
Chief Administrative Officer



NOTICE

Brian Tayler, Chief Administrative Officer
North Bay-Mattawa Conservation Authority
15 Janey Avenue
North Bay, ON P1C 1N1

June 23, 2011

RE: NOTICE OF DRAFT SOURCE PROTECTION POLICY

Dear Mr. Tayler

I am writing to notify you that the North Bay-Mattawa Source Protection Committee (SPC) has begun preparation of a Source Protection Plan to protect the municipal drinking water sources in Callander, Mattawa, North Bay, Powassan and South River as well as a 'cluster' of private wells in Trout Creek. This requires drafting policies to address existing significant threats and also to prevent new significant drinking water threats from occurring in the future.

This letter serves as a notice for the purposes of Ontario Regulation 287/07 made under the *Ontario Clean Water Act, 2006*.

You are receiving this notice because the North Bay-Mattawa SPC has drafted a policy which your office will be responsible for implementing. The threat of the establishment, operation and maintenance of a system that collects, stores, transmits, treats or disposes of sewage has been identified in our Assessment Report as a significant threat to the source water of one or more of the drinking water systems. The threat may not exist now, but the policy is designed to address future threats as well as existing threats. The Assessment Report can be found at the following website: www.actforcleanwater.ca

As part of our pre-consultation requirement for the draft policy (sections 35, 37, and 38 of O.Reg. 287/07), we ask that you review and provide comment on the enclosed policy for the above threat.

The policy is intended to recognize the Ontario Building Code requirements for maintenance inspection of on-site sewage systems in vulnerable areas. It addresses the threat of pathogens and phosphorus in sewage. A program of regular maintenance inspections will correct mal-functioning septic systems thereby reducing the significance of the threat. Finding failing systems and requiring replacement or repair will continue to manage the threat posed. A key benefit is that the program will be continuous and therefore address the maintenance of all existing and any new systems in vulnerable areas.

Mapping referenced in the policy (identified as Applicable Areas) is available online in addition to a hard copy once Canada Post resumes operation. The mapping is the same as the maps provided in the Updated Assessment Report (UAR) for submission on June 16, 2011. The maps are hosted at:
<http://actforcleanwater.ca/index.php?page=source-protection-plan>

...2/



This is your first opportunity to provide comments on this draft policy. In March 2012, the SPC will post a Draft Source Protection Plan on www.actforcleanwater.ca for public review and comment. I will provide you with a notice of that posting and you will be able to provide comments again at that time. Further, the Proposed Source Protection Plan will be posted in June 2012 for a final round of public consultation before being submitted to the Minister of the Environment for review and approval.

To provide the SPC with enough time to review and consider your comments before the Draft is made available publicly, I ask that you submit any feedback on the enclosed draft policy to me by August 26, 2011.

Thank you for your ongoing assistance with the Drinking Water Source Protection Program. Please contact Drinking Water Source Protection Staff at the North Bay-Mattawa Conservation Authority for more information or if you have any questions.

Sincerely,

Barbara Groves, Chair
North Bay-Mattawa Source Protection Committee

Encl: 02A Draft sewage system maintenance inspection policy.

CC: Neil Gervais, MOE Source Protection Liaison Officer
Sue Miller, Project Manager, Source Protection
Paula Scott, Director, Planning & Development, NBMCA
Rob Palin, Sewage Program Manager, NBMCA
Municipality of East Ferris
City of North Bay
Township of Chisholm
Dan Tovey, Manager, Community Planning & Development
Northeastern Municipal Services Office

Note: This policy has been included in Notices regarding other pre-consultation activities for the following municipalities:

Municipality of Callander
Town of Mattawa
Municipality of Powassan

North Bay-Mattawa Draft Threat: Recognize Building Code Sewage System Maintenance Inspection Program

Policy Portion: 02A Recognize OBC Sewage System Maintenance Inspection Program for existing and future systems

Threat: The establishment, operation & maintenance of a system that collects, stores, transmits or disposes of sewage.

Description: An on-site *sewage treatment system* (eg. septic tank and filter bed/tile field, tertiary treatment system, and others, as defined) is a regulated system which treats *sanitary sewage*, normally from a single-family residential home. Such systems produce 10,000 litres per day or less. These systems are subject to approval under the Ontario *Building Code Act* through the issuance of permits by a *principal authority*. A maintenance inspection program was legislated in the Building Code effective January 1, 2011 for all systems that are significant drinking water threats. All existing systems must initially be inspected within five years of the effective date of the maintenance inspection program, being May 30, 2011. Any systems installed after that date will require a maintenance inspection within 5 years of the *construction* of the system. Each system must be inspected every 5 years after the most recent inspection has been completed.

Desired Outcome: Manage – recognize existing program

Policy: A mandatory maintenance inspection program shall be implemented by the *principal authority* as mandated by the *Ontario Building Code* for sewage systems identified as significant threats to drinking water. The affected areas are set out in Table 2-1.

Implementation: The *principal authority* (NBMCA) designated under the Building Code Act has responsibility to carry out the maintenance inspection program as mandated by the *Ontario Building Code* and supporting regulations and guidance.

Table 2-1: Vulnerable Areas Where the Significant Threat Policy is Applicable

Drinking Water Systems - Vulnerable Areas							
Map*	Updated AR Figure 4-6, Figure 4-7	UAR Figure 5-4	UAR Figure 6-13	UAR Figure 7-5a	UAR Figure 8-4	UAR Figure 9-7	UAR Figure 9-6
Threat	Callander	Mattawa	North Bay	Powassan	South River	Trout Creek Deep Aquifer	Trout Creek Shallow Aquifer
2	<i>Issue Contributing Area (ICA)</i>	WHPA-A, WHPA-B		WHPA-A, WHPA-B1		WHPA-A	WHPA-A, WHPA-B

* Maps are available online: <http://actforcleanwater.ca/index.php?page=source-protection-plan>

Applicable Areas: Callander *Issue Contributing Area (ICA)*; Mattawa WHPA-A, -B; Powassan WHPA-A, -B1; Trout Creek (Deep WHPA-A & Shallow WHPA-A, -B)

North Bay-Mattawa Draft Threat: Recognize Building Code Sewage System Maintenance Inspection Program

Legal Effect: Must Comply

Policy Tool: Specify Action

Implementing Person or Body: the *principal authority* for on-site sewage systems in the *Building Code Act*, which is currently the North Bay-Mattawa Conservation Authority in the entire Source Protection Area.

Monitoring Policy: The *principal authority* shall prepare an annual progress report which shall be provided to the Source Protection Authority. The report will summarize the progress of the maintenance inspection program. The report may include: implementation procedures established, counts of completed inspections, counts of new systems established in the vulnerable areas, and any other relevant information, including financial reports relating to the implementation of the program. The report shall include any information required by the *Ontario Building Code*.

Explanatory Document Portion:

Rationale: This policy is intended to recognize the Ontario Building Code requirements for maintenance inspection of on-site sewage systems in vulnerable areas. This policy addresses the threat of pathogens and phosphorus in sewage. A program of regular maintenance inspections will correct mal-functioning septic systems thereby reducing the significance of the threat. Finding failing systems and requiring replacement or repair will continue to manage the threat posed. A key benefit is that the program will be continuous and therefore address the maintenance of all existing and any new systems in vulnerable areas.

These affected areas include the area identified as an *issue contributing area* for Microcystin LR to Callander Bay and Wellhead Protection Areas with a vulnerability score of 10 in any vulnerable area.

Summary of Pre-consultation comments regarding this threat: n/a at this time

Financial Considerations:

- It is expected that the *principal authority* will establish the fees or other cost recovery system for the program to be implemented.
- The *principal authority* will also be required to staff the program and may supplement the salary as appropriate, and as negotiated with the affected municipalities.
- It is a concern of the committee that costs for inspections may be borne by individuals who have low incomes.
- It was suggested that it may benefit a municipality to distribute the cost of implementation across the broader public, since the objective is protection of municipal drinking water sources.



Mayor Al McDonald & Members of Council
Dave Linkie, Chief Administrative Officer
City of North Bay
200 McIntyre St. E.
PO Box 360
North Bay, Ontario
P1B 8H8

June 30, 2011

Dear Mayor McDonald and Council,

Re: Mandatory Maintenance Inspections of onsite sewage systems as prescribed under the Ontario Building Code (Ontario Regulation 350/06).

Recent changes to the Ontario Building Code (OBC), made by Ontario Regulation 315/10, require that a mandatory maintenance inspection be conducted at least once every five years on septic systems which are:

- Located within a drinking water source vulnerable area as identified in the local Source Protection Assessment Report (see attached maps for North Bay-Mattawa Source Protection vulnerable areas affected by OBC Reg 315/10); and where
- Onsite sewage systems are identified in the Assessment Report as being a significant threat to the drinking water source.

A preliminary review of data reveals a number of onsite sewage systems on properties within the identified vulnerable areas:

Ontario Building Code Mandatory Maintenance Inspection of Septic Systems within Drinking Water Source Vulnerable Areas (North Bay-Mattawa Conservation Authority Area)		
Municipality	Drinking Water System Vulnerable Area	Properties with Septic Systems (preliminary)
Municipality of Callander	Callander Municipal	258
Township of Chisholm	Callander Municipal	233
Municipality of East Ferris	Callander Municipal	95
City of North Bay	Callander Municipal	1
Municipality of Powassan	Callander Municipal	2
Municipality of Powassan	Powassan Municipal	2
Municipality of Powassan (Trout Creek)	Trout Creek private wells	242

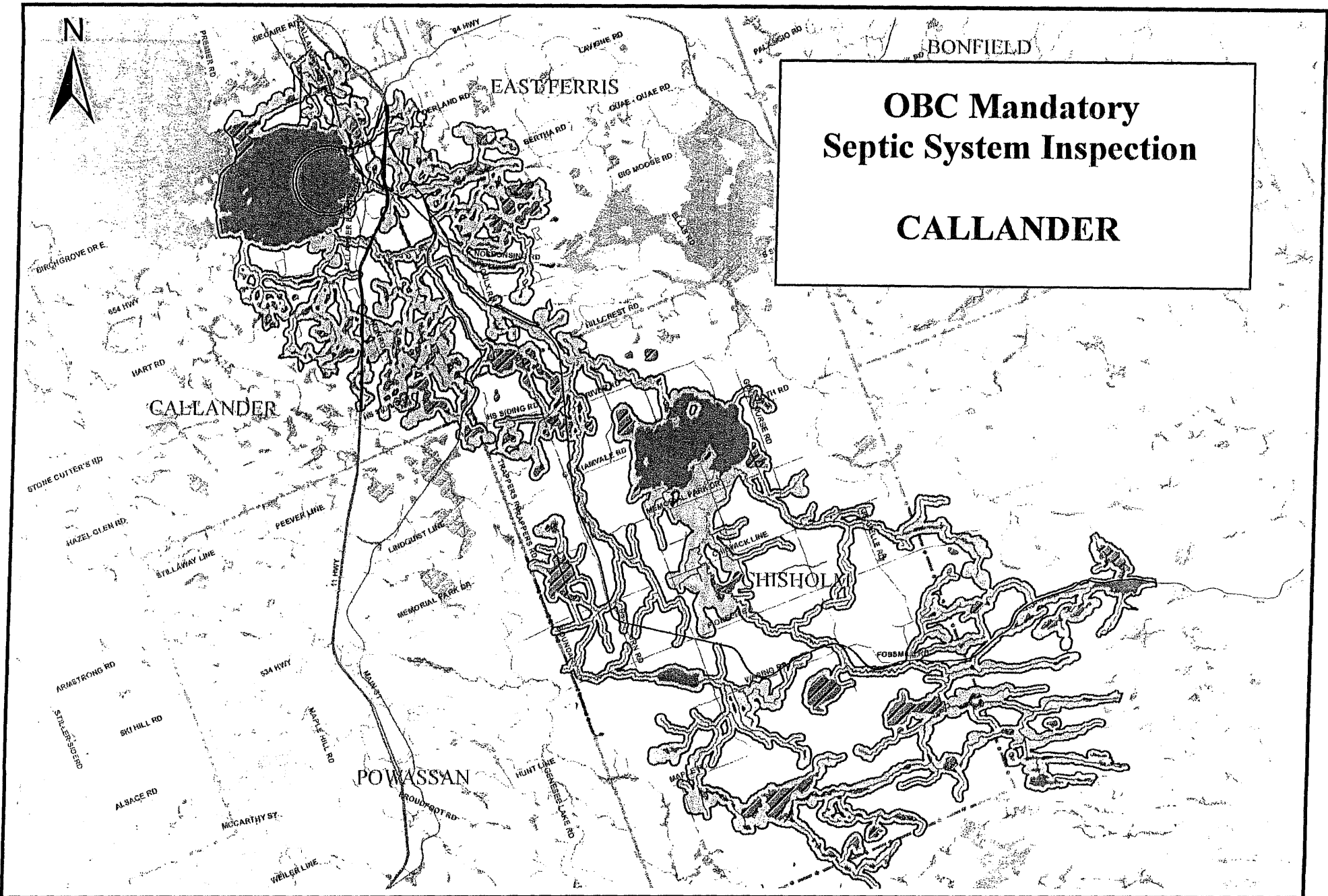
As the principal authority for Part 8 (Sewage Systems) of the OBC for these areas, the North Bay-Mattawa Conservation Authority (NBMCA) is responsible for implementing the septic inspection program. We are developing a process for the Mandatory Maintenance Inspection Program and will consult with municipalities as the process is being developed. Please note that the number and location of the septic systems which fall within the boundaries of the vulnerable areas will be confirmed.

More detailed mapping for affected properties in Callander, Chisholm, East Ferris, North Bay and Powassan will be forwarded in the near future. For further information about mandatory maintenance inspection, contact Robert Palin, Manager, Onsite Sewage Program at robertp@nbmca.on.ca or 705-474-5420 ext. 2003. To view a copy of the Assessment Report, visit www.actforcleanwater.ca.

Sincerely,


Brian Tayler, CAO
North Bay-Mattawa Conservation Authority

Encl. 3

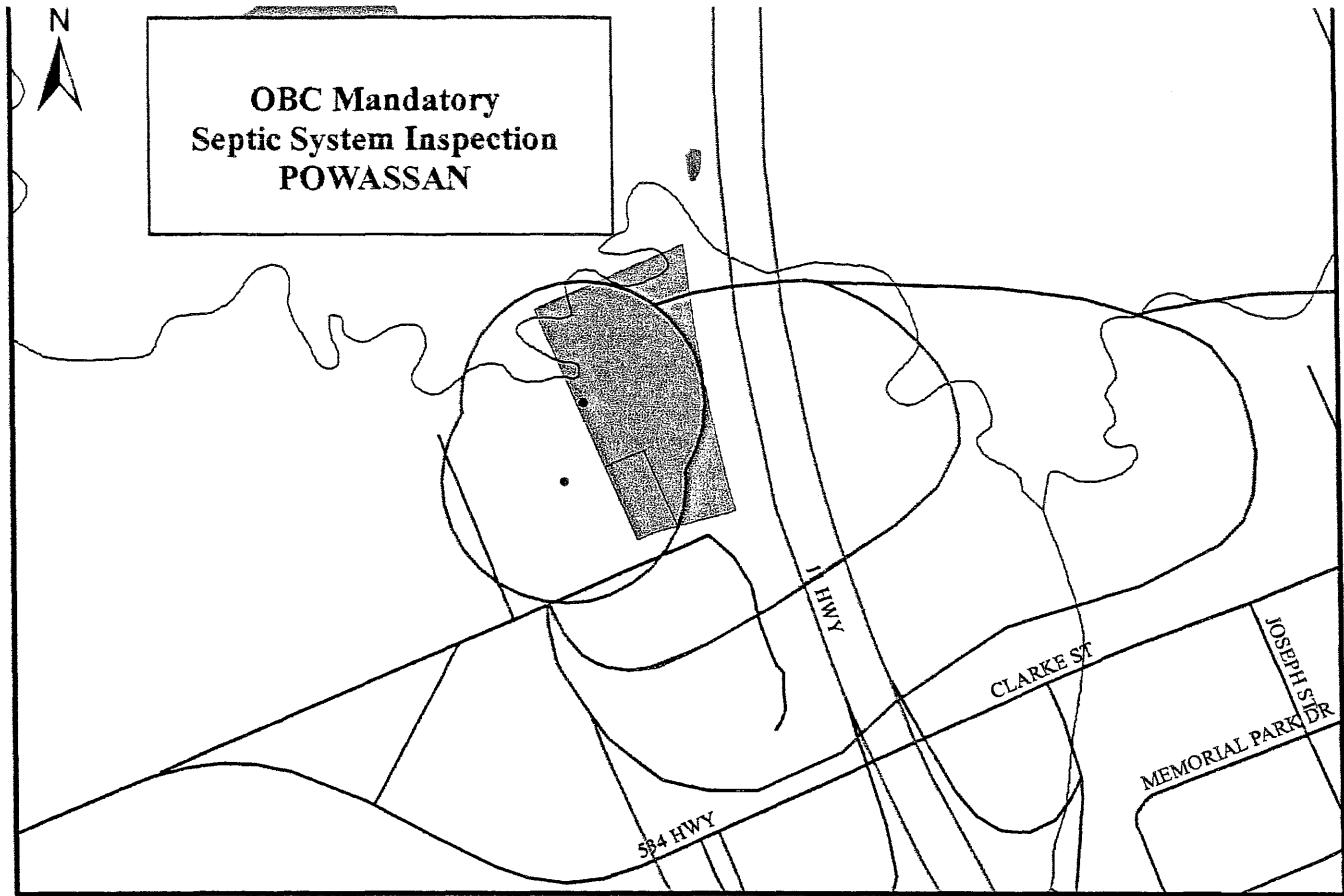


**OBC Mandatory
Septic System Inspection
CALLANDER**

PROTECTED INTAKE AREA

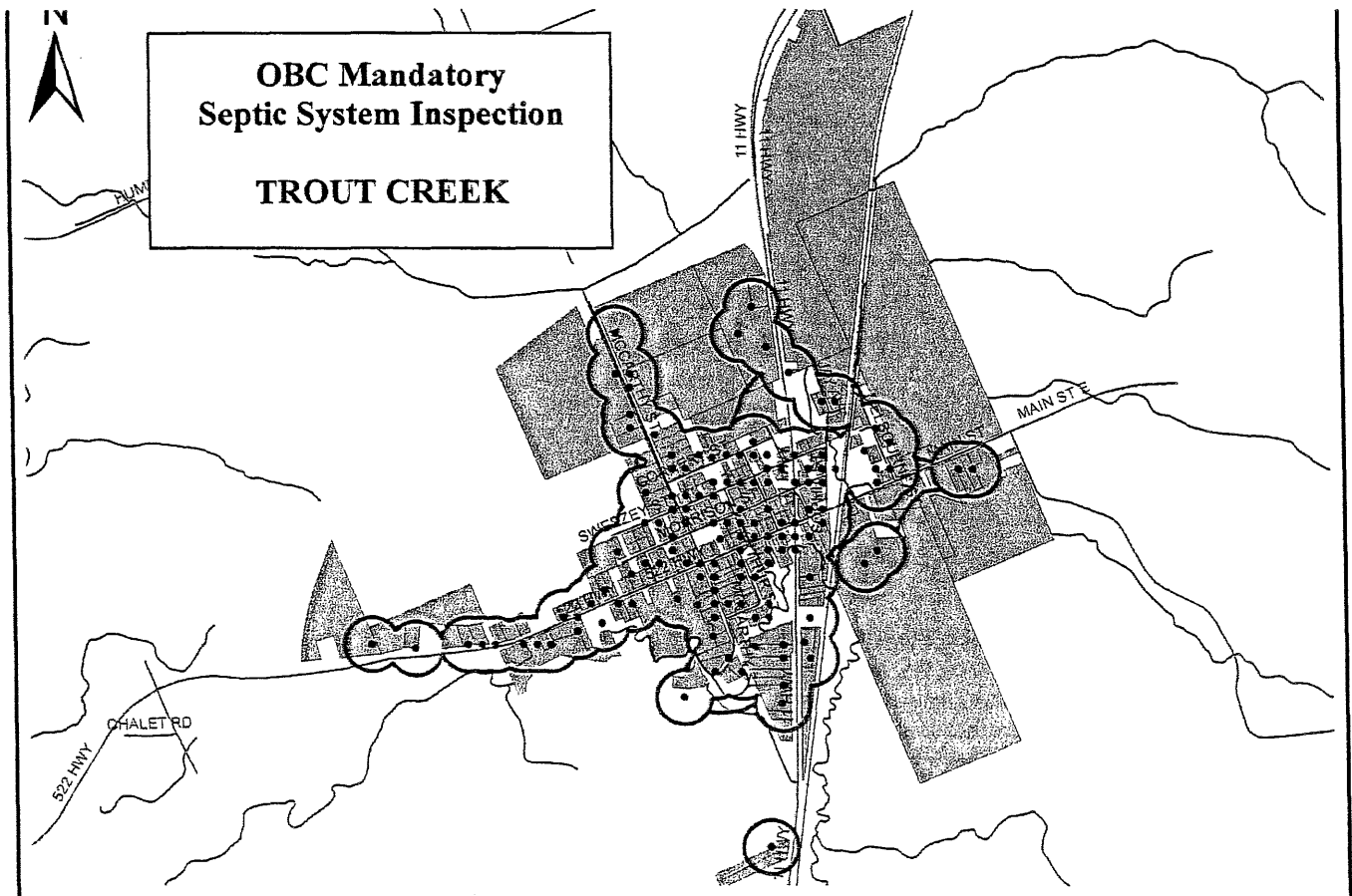
 Properties to be Inspected





Protected Area
Mandatory Inspection Properties

0 45 90 180 270 360 Meters

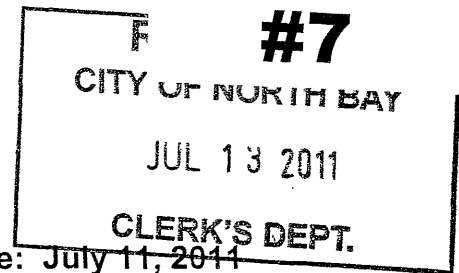


Protected Area
Mandatory Inspection Properties

0 255 510 1,020 1,530 2,040 Meters



City of North Bay
Report to Council



Report No. EESW-2011-069

Date: July 11, 2011

Originator: Al Tomek, W.M.C.

Subject: New Provincial Program for Household Hazardous Waste

File No: Hazardous or Special Waste Funding

RECOMMENDATION

That the City of North Bay enter into a one year renewable contract with Stewardship Ontario under the New Municipal Hazardous Waste or Special Waste (MSW) Service Agreement subject to review by the City's Legal Department and pending final negotiation of hourly rates by staff.

BACKGROUND

The Ministry of the Environment approved the Municipal Hazardous or Special Waste (MHSW) Program plan in 2008. Under this program, the stewards of the products remit a fee to Stewardship Ontario (Stewardship Ontario was established by Waste Diversion Ontario under the Waste Diversion Act in 2002). The fee levied was to help offset the costs associated with managing nine hazardous waste material categories. In order for the City to collect this reimbursement, the City entered into a contract with Stewardship Ontario in 2008. Under the first phase of this program, North Bay was reimbursed for the transportation and disposal of these nine waste categories. Phase II of the MHSW Program commenced July 1, 2010 which expanded the program to include 11 more categories of hazardous waste. Under Phase II, municipalities were reimbursed for transportation and disposal costs for these designated materials, but the plan also provides reimbursement for the costs associated with operating the household hazardous waste facility.

On July 1, 2010, the Municipal Hazardous or Special Waste Program was intended to be fully implemented; meaning manufacturers and retailers would be fully responsible for the proper recycling and disposal of their products.

On this same date, the Province of Ontario launched the H.S.T. Manufacturers and retailer chose to pass the cost of properly recycling and/or disposal onto the consumer and identified this as an "eco-fee". This "eco-fee" label caused confusion among consumers and led consumers to believe that the "eco-fee" was a government tax. Due to public criticism of the program, the Province delayed the implementation of the "eco-fee" for a 90 day review. On October 12, 2010, the Ministry of the Environment announced that the program would not proceed as previously outlined, however, Stewardship Ontario would still remain responsible for Phase I materials for 2010, the Province would fund post-collection costs for Phase II materials in 2010 and Phase III materials would be the municipality's responsibility.

On February 28, 2011, Stewardship Ontario announced to municipalities that the contract that many municipalities had signed previously would expire June 30, 2011, and that a new agreement would be drafted. On June 21, 2011, the City received a New Municipal Hazardous or Special Waste agreement outlining Stewardship Ontario's program (see attached letter and agreement). Under the terms of the agreement, all costs associated with Phase I materials would be the responsibility of Stewardship Ontario; Phase I materials represent approximately 65% of the materials the City receives at the Household Hazardous Waste facility. The Province would be responsible for all Phase II materials which represent approximately 2-4% of materials received. Phase III materials would once again become the responsibility of the municipality. All costs associated with collection and disposal of Phase III materials represent approximately 25% to 30%.

Phase I Materials

- Paints and coatings, and the containers in which they are contained
 - Solvents, and the containers in which they are contained
 - Oil filters – after used for their intended purpose
 - Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil
 - Single-use dry cell batteries
 - Antifreeze, and the containers in which it is contained
 - Pressurized containers (such as propane tanks)
 - Fertilizers, herbicides, fungicides, insecticides and pesticides (and all associated containers)
-

Phase II Materials

- Rechargeable batteries (*excluding lead acid batteries from vehicles)
 - Aerosol containers
 - Portable fire extinguishers
 - Florescent light bulbs and tubes
 - Pharmaceuticals
 - Sharps (including syringes)
 - Mercury-containing switches, thermostats, thermometers, barometers and other measuring devices containing mercury
-

Phase III Materials

- Flammable materials (not included in Phase I)
- Corrosive materials (not included in Phase I)
- Toxic materials (not included in Phase I)
- Reactive materials
- Leachate toxic materials (not included in Phase I)
- Fertilizers (not included in Phase I)

OPTION ANALYSIS

Under the July 1, 2010 agreement with Stewardship Ontario, the City has invoiced Stewardship Ontario \$70.00/hour to operate the City Household Hazardous Waste Depot and received another \$21,800. for administrative costs. Stewardship Ontario was responsible for all transportation and disposal costs associated with the hazardous materials.

Under the new program, Stewardship Ontario (SO) is offering the City \$52.33/hour to operate the City's facility including administrative costs. Stewardship Ontario will be responsible for all transportation and disposal costs associated with Phase I materials.

As stated previously, the Province will be responsible for Phase II materials and Phase III materials are now the responsibility of the City. Based on 2010 volumes, transportation and disposal costs of Phase III materials amount to approximately \$27,000.

The June 21st correspondence by Stewardship Ontario gives municipalities until August 1st, 2011 to submit a Letter of Intent to ensure there is no gap in Phase I service and payments. Once signed, the agreement can be reviewed by the City's Legal Department in depth.

On July 5, 2011, a letter co-authored by the Association of Municipalities of Ontario (AMO), the Regional Public Works Commission of Ontario and Municipal Waste Association was sent to the Ministry of Environment, Stewardship Ontario and Waste Diversion Ontario and was copied to the City in regard to Stewardship Ontario's new program (see attached). In brief, the letter recommends municipal members not to sign their Letter of Intent. The City will continue to negotiate until the deadline with Stewardship Ontario to try to improve the offered rate.

OPTIONS

The City is mandated to provide a Household Hazardous Waste Program. Household hazardous waste, if landfilled, can create highly contaminated leachate which is difficult to manage and treat. This type of waste can also create health and safety issues for the public and waste handlers. There is no obligation for North Bay to participate in this new MHSW program; however, the City is still mandated to provide a household hazardous waste program under the Environmental Assessment Act for the Merrick landfill. The household hazardous waste service is extremely popular with the public and last year alone approximately 11,000 vehicles delivered materials to the facility.

Option 1

The City of North Bay continue to negotiate to improve the contract price offered by Stewardship Ontario and formalize a legal agreement with S.O. by July 31, 2011. Under the final agreement, the City will be at a minimum reimbursed for all allowable costs associated with Phase I materials which represent approximately 65% of the costs associated with operating the hazardous waste facility.

Option 2

The City of North Bay can decide not to enter into an agreement with Stewardship Ontario. The City would still receive reimbursement from the Province for Phase II of all materials; however, this only represents less than 5% of volume collected at the depot. A large percentage of the costs associated with this facility will be the responsibility of the municipality.

RECOMMENDED OPTION

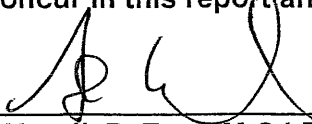
That the City of North Bay enter into a one year renewable contract with Stewardship Ontario under the New Municipal Hazardous Waste or Special Waste (MSW) Service agreement subject to review by the City's Legal Department and pending final negotiation of hourly rates by staff.

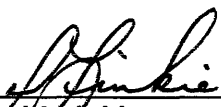
Respectfully submitted


Al Tomek, Waste Management
Coordinator


John Severino, Manager of
Environmental Services

We concur in this report and recommendation.


Alan Korell, P. Eng., M.C.I.P.
Managing Director of Engineering,
Environmental Services & Works


David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Al Tomek

wpd/engine/eat 3193 – Report To Council, New Provincial Program for HHW (Special Waste Funding)

Copy for: C. Conrad, City Clerk

Attachments: Letter from SO & Agreement
Letter dated July 5, 2011



Thinking
beyond
the box

Stewardship Ontario

June 21, 2011

To: Head of Municipal Hazardous or Special Waste Management

Accompanying this letter is the New Municipal Hazardous or Special Waste (MHSW) Services Agreement. This Agreement outlines the obligations of Stewardship Ontario (SO) and your municipality for the provision of MHSW Services for Phase 1 MHSW wastes and forms the basis for funding of municipal Phase 1 MHSW collection.

It is important to read this letter completely as the transition period for Phase 2 and Phase 3 is still in effect at this time and this situation is addressed in this letter rather than in the new Agreement.

Current Legal Landscape

As stated in a letter from Stewardship Ontario on March 17, 2011, there are, to the best of our knowledge, four scenarios that municipalities may currently consider that they are handling MHSW under. The current status of each scenario is outlined below by type:

1. No Agreement
 - Stewardship Ontario does not pay the municipality for the collection of handing of any MHSW.
2. Municipal Hazardous or Special Waste Shared Responsibility Agreement
 - Municipalities who have signed this Agreement received notification on March 24, 2011 that the Agreement will not be renewed and will terminate June 30, 2011.
3. C-MHSW Municipality Engagement & Contracting Offer Sheet
 - No action required as this was simply an offer sheet. The offer, being used as a verbal price agreement for payment during the transition period, will end effective June 30, 2011.
4. Amended Municipal Hazardous or Special Waste Service Agreement
 - No action required as this was not completed due to decisions by the Ministry of the Environment. This document is of no force and effect and will be set aside. The negotiated offer is being used as a verbal price agreement for payment during the transition period and will end effective June 30, 2011.

What this means is that there is no basis for payment by Stewardship Ontario for the municipal collection and management of the nine Phase 1 MHSW materials after June 30, 2011 unless the municipality acts on this letter and the accompanying New Municipal Hazardous or Special Waste (MHSW) Services Agreement.

New Legal Framework

As mentioned, the enclosed new Agreement outlines the obligations of Stewardship Ontario and your municipality and forms the basis for funding of municipal Phase 1 MHSW collection and related activities. Your



Thinking
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the box

Stewardship Ontario

municipality's Collection Accessibility Schedule is located in Schedule "B" and the corresponding payment for Phase 1 MHSW collection services from Stewardship Ontario is detailed in Schedule "C".

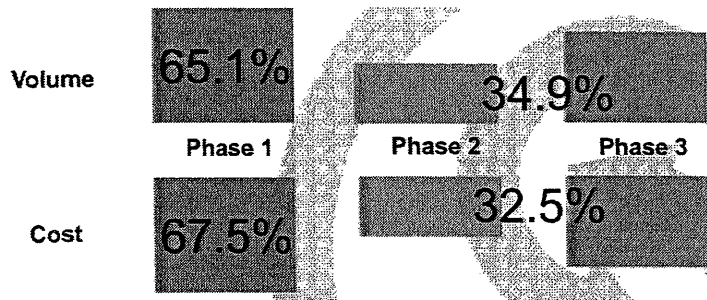
The term of the Agreement is July 1, 2011 to December 31, 2012 and includes options for up to four one-year renewal periods. We recognize that many municipalities will have difficulty collecting signatures prior to July 1, 2011. Stewardship Ontario will operate in good faith and will make payments under the terms of the Agreement to municipalities that sign and submit the attached Letter of Intent. The Letter of Intent states that the Agreement will be recommended to the appropriate persons for approval and signature. In such cases, the Agreement will be retroactive to July 1, 2011.

The Letter of Intent must be signed, sent back to Stewardship Ontario, and received by SO no later than August 1st, 2011 for no gap in Phase 1 MHSW service or payment.

Payment for Collection Services

Payment for depot collection services is based on an hourly rate. Subject to the discussion below, pre-existing C-MHSW hourly rates as presented in C-MHSW Municipality Engagement & Contracting Offer Sheets or Amended Municipal Hazardous or Special Waste Service Agreements (C-MHSW Offer) will be honoured as the basis for collection payments for Phases 1, 2 and 3 MHSW. In the case of Phase 1 MHSW materials, these rates are reflected in Schedule "C" of the enclosed new Agreement.

As explained by Tamara Burns at the Municipal Waste Association Workshop on May 18th, 2011 the actual split between Phase 1 and Phase 2/3 materials has been for 2010 as follows:



Payment for collection services up to June 30th have been based on a **cost** split of 67% Phase 1 to 33% Phases 2 and 3.

Payment for collection services for Phase 1 MHSW from July 1st onwards will be made on the **volume** split of 65% Phase 1 translated into a fixed dollar offer per hour for a fixed number of hours (for depot collection services). Total reimbursable hours are shown in Schedule "B". In some cases, the total number of reimbursable hours for Phase 1 MHSW collection services has been reduced from the original C-MHSW Offers.

The payment for Phases 2 and 3 will continue to be calculated as before: 33% rate of C-MHSW on a **cost** split for the Phases 2 and 3 hours of service (for depot collection services).



Thinking
beyond
the box

Stewardship Ontario

For Phase 1 MHSW depot collection, Stewardship Ontario will pay the municipality twelve equal monthly instalments calculated as the Schedule "C" hourly rate multiplied by the Schedule "B" total reimbursable hours divided by twelve. Municipalities that operate MHSW depot collection on a seasonal basis have the option of receiving payments over a shorter period. For example, a municipality that operates its depot from May to September may choose to receive five equal monthly instalments. Any municipality that wishes to make this request should do so prior to signing the Agreement so Stewardship Ontario can adjust the wording.

For Phase 1 MHSW events, Stewardship Ontario will pay the municipality based on two rate bands by distance from the service provider. Events with transportation back to the depot will continue to be paid \$200/tonne for collection and transportation back to the depot. The current three Event Rate Bands for Phases 2 and 3 remain unchanged during the transition period.

The payment for Phases 2 and 3 will continue during the transition period via reporting to Stewardship Ontario. Payment of Phases 2 and 3 invoices will occur when the cost recovery dollars from the provincial government are received by Stewardship Ontario. The timing of the end of the transition period is unknown and will be determined through consultation with the Province. We will let you know as soon as we know when arrangements are changing for Phase 2 and 3 materials. All reporting requirements, as may change from time to time, must be adhered to for municipalities to receive payment during the transition period.

Next Steps

Review the Agreement carefully. If there are any errors in the municipality specific data please let me know so the necessary changes can be made. Upon your acceptance of its terms, collect the appropriate signatures (on the signature page and initials on Schedules B, C, and E), and return via registered courier one original signed copy of the complete Agreement to my attention at the address indicated below.

Include with the signed Agreement copies of your certificate(s) of insurance or a letter stating self-insurance as the case may be as per Article 8.0 of the Agreement. Stewardship Ontario will sign the Agreement and return a copy via email in .pdf format to the person indicated in Article 10.0. Stewardship Ontario will retain the original copy in its files.

I would be happy to speak with you and address any questions you may have regarding this Agreement.

Sincerely,

David Pearce
Director, Channel Management MHSW
Stewardship Ontario
1 St. Clair Avenue West, Suite 700, Toronto, Ontario M4V 1K6
Phone: 647.925.1145
Email: dpearce@stewardshipontario.ca



Thinking
beyond
the box

Stewardship Ontario

Letter of Intent

NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT

I, _____, of _____ will recommend the New Municipal
Insert name Insert municipality's legal name

Hazardous or Special Waste Services Agreement and the terms contained within to my municipality for signature in a timely manner and without delay. I recognize that, effective July 1, 2011, Stewardship Ontario will provide reimbursement to my municipality for the collection services of Phase 1 MHSW according to the terms and conditions outlined within this Agreement and for Phase 2/3 MHSW according to the terms of the letter from Stewardship Ontario on June 21, 2011. I further recognize that upon signing the Agreement all of the terms and conditions contained within, including Section 8 Indemnity and Insurance, will be retroactive to the effective date of July 1, 2011.

SIGNATURE: _____

DATE: _____

Returned to Stewardship Ontario, to be received no later than August 1st, 2011, via one of the following:

___ Email: dpearce@stewardshipontario.ca

___ Fax: 416-323-3185

___ Mail: Stewardship Ontario, 1 St. Clair Avenue West, Suite 700, Toronto, Ontario M4V 1K6

NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of July, 2011.

BETWEEN:

STEWARDSHIP ONTARIO ("SO")

- and -

THE CORPORATION OF THE CITY OF NORTH BAY ("MUNICIPALITY")

collectively, the "Parties"

WHEREAS:

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario ("WDO") to develop a waste diversion program for municipal hazardous or special waste ("MHSW") and that SO act as the Industry Funding Organization ("IFO") for the program;
- B. SO, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;
- C. By letter received by Waste Diversion Ontario on July 22, 2008, the Minister of the Environment required WDO to develop an amended waste diversion program for MHSW that included all materials referred to as "Phase 2" and "Phase 3";
- D. The amended MHSW Program Plan was approved by the Minister on September 22, 2009, took effect on July 1, 2010, and included 22 materials;
- E. By Regulations 298/10 and 396/10, Phase 2 and 3 materials stewards were no longer required to pay fees to SO;
- F. SO intends to submit a new program plan for the Phase 1 MHSW only to the Minister for approval (the "revised MHSW Program Plan");
- G. SO and the Municipality wish to enter into a new agreement concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act 2002* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
 - (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (c) **“Certificate of Approval”** means an approval issued by the Director of the Environmental Assessment and Approvals Branch of the Ministry of the Environment of Ontario pursuant to the *Environmental Protection Act* (Ontario);
 - (d) **“Claims Submission”** means submission to SO of data required to validate claim for payment;
 - (e) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
 - (f) **“Commingled Materials”** means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
 - (g) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
 - (h) **“End Processor”** means a Service Provider that processes collected Obligated MHSW;
 - (i) **“Event”** means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators ;
 - (j) **“Exempt Small Quantity IC&I Generator” or “Exempt SQG”** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
 - (k) **“FOB”** means free on board;

- (l) “**Generator**” means the final user who generates waste which will be reused, recycled or disposed;
- (m) “**Lab Pack Audit**” means a lab pack audit by a third party, the results of which are shared with municipalities annually at a minimum and no more frequently than quarterly to account for seasonality;
- (n) “**Manifesting**” means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (o) “**MHSW Services**” means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (p) “**Minister**” means the Minister of the Environment for the Province of Ontario;
- (q) “**Non-Commingled Materials**” means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (r) “**Obligated MHSW**” means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (s) “**Packing Standards**” means the Waste Packing Protocols listed in Schedule “E” as amended by SO from time to time;
- (t) “**Post-Collection Services**” means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (u) “**MHSW Program Plan**” means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;
- (v) “**Service Provider**” means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be;
- (w) “**SO Portal**” means SO’s online system for uploading Claims Submissions.

2.0 MHSW Services

- 2.1. Schedule “A” to this Agreement sets out schematically two different service location types for the provision of MHSW Services by the Municipality to SO. These are as follows:

- (a) Depot
- (b) Event.

For the purpose of this Agreement, SO and the Municipality have agreed that the service location types marked with an "X" below will be the ones under which the Municipality will provide MHSW Services to SO.

Depot

Event

- 2.2. SO and Municipality may agree in writing at any time to change the service location type under which Municipality is providing MHSW Services to SO herein to the other service location type listed above and described in Schedule "A" hereto or to add the other service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the MHSW Program Plan. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.

3.0 Price and Payment

3.1. Price

- (a) MHSW Services – Depot. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:
 - (i) SO will pay the Municipality the hourly rate as set out in Schedule "C" for the Total Reimbursable Hours of Operation as specified in Schedule "B" for the Collection Services.
 - (ii) SO will pay the Municipality SO's proportionate share (weight of Obligated MHSW as a proportion of total weight of transported MHSW) of the Post-Collection Services transportation costs for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit. Processing costs will be paid based on actual weight of the Obligated MHSW.
 - (iii) SO will pay the Municipality SO's proportionate share (by weight) of the Post-Collection Services transportation and end processing costs for the Non-Commingled Materials until such services are contracted for directly by SO. Transportation weight will be determined by the most recent Lab Pack Audit. End processing costs will be based on actual weight. Municipality acknowledges that SO currently has a target date of December 31, 2011 to transition the provision of Post-Collection Services for Obligated MHSW collected at Depots from Municipality to SO, and will facilitate such transition as reasonably requested by SO.

(b) MHSW Services - Event. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:

(i) SO will pay the Municipality an amount per tonne as set out in Schedule "C" for the Collection Services and Post-Collection Services for each of the agreed upon Events specified in Schedule "B". The actual weight of the Obligated MHSW will be used.

(c) Intentionally deleted.

3.2. Payment

(a) MHSW Services – Depot.

(i) To receive payment for Depot Collection Services, the Municipality must upload a monthly Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s). The Claims Submission is to be submitted to SO within fifteen (15) Business Days of the end of each calendar month. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(iii) To receive payment for Depot Post-Collection Services for the Non-Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Non-Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(b) MHSW Services - Event.

(i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Obligated MHSW. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of

Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt of said invoice.

(c) Intentionally deleted.

3.3. Municipality will provide any additional back-up/supporting information reasonably requested by SO to verify the accuracy of the Claims Submissions from time to time.

3.4. The Municipality will not charge residential Generators of MHSW for collection of MHSW at its Depots or Events.

3.5. Late Submission Penalties

(a) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO within the time periods set out in section 3.2(a)(ii) and (iii), (b) and (c).

For section 3.2(a)(i) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO by the end of the following calendar quarter.

(b) SO will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by SO within three (3) months of the end of that calendar year.

3.6. The price paid to Municipality herein for MHSW Services will not at any time exceed the prices charged by the Municipality for similar services to other producers or product stewards or their organizations. SO may amend Schedule "C" to match any better pricing extended for such services at any time by the Municipality and upon delivery of same to the Municipality this Agreement will be deemed to have been amended accordingly.

4.0 Term

4.1. The initial term of this Agreement will be eighteen months (July 1, 2011 to December 31, 2012).

4.2. This Agreement will automatically renew for up to four (4) successive one year terms unless either party provides at least ninety (90) days advance written notice of termination prior to the expiration of the then-current term.

5.0 Title and Compliance with Laws

5.1. Title to all Obligated MHSW collected by Municipality at Events and Depots will belong to SO from the time of collection, and whether the Obligated MHSW is transported to the End Processor by the Municipality's Service Providers or SO's Service Providers. Any contract entered into between Municipality and an End Processor for Obligated MHSW

must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule E, as amended from time to time.

- 5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

6.0 SO Policies, Standards and Guidelines

- 6.1. SO has developed, and may develop or amend from time to time policies, standards and guidelines relevant to the provision of the MHSW Services.

At the time of entering into this Agreement, the SO policies, standards and guidelines relevant to the provision of the MHSW Services herein are referenced in Schedule "E".

Municipality will comply and will ensure that any of its contractors supplying MHSW Services comply, with the provisions of all such policies, standards and guidelines as they pertain to the provision of the MHSW Services. SO will communicate any new or amended such policies, standards and guidelines to Municipality via email and will post copies of such new or amended policies, standards and guidelines on SO's website as they are developed and Municipality agrees to comply with the provisions of such new or amended policies, standards and guidelines in providing and contracting for the MHSW Services hereunder unless Municipality provides written notice stating otherwise within twenty (20) Business Days of receiving such communication.

7.0 Promotion and Education

- 7.1. Proper education and promotion of the MHSW Program Plan is essential to its success. Municipality will work cooperatively with SO in undertaking such promotion and education activities with respect to the MHSW Program Plan and collection of the Obligated MHSW as set out in Schedule "D" and as may otherwise be reasonably requested by SO from time to time.

8.0 Indemnity and Insurance

- 8.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 8.2. The Municipality will, during the term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality's or

Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.

- 8.3. The Comprehensive General Liability policy of insurance referred to in this section will include SO as an additional insured.
- 8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming SO as an additional insured with the following language:

"Stewardship Ontario and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to SO upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that SO will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

9.0 Assignment

- 9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of SO.
- 9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, SO:
 - (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
 - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
 - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either SO or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided

herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to SO will be delivered to:

Director, Channel Management MHSW
Stewardship Ontario
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6
Facsimile: (416) 323-3185
Email: serviceprovider@stewardshipontario.ca

Notices to The Municipality will be delivered to:

Al Tomek, Waste Management Coordinator
City of North Bay
112 Patton Street
North Bay, ON P1B 8H8
Facsimile: (705) 495-0936
Email: al.tomek@cityofnorthbay.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

11.0 No Partnership or Joint Venture

- 11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

12.0 Severability

- 12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

13.0 Amendment and Waivers

- 13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party other than as provided for in section 3.6 of this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

14.0 Further Acts

- 14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

15.0 No Third Party Beneficiaries

- 15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

16.0 Counterparts and Facsimile

- 16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

17.0 Force Majeure

- 17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

18.0 Dispute Resolution

- 18.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does

not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, Waste Diversion Ontario may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

19.0 Termination

- 19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the "defaulting party"), the Municipality or SO (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination.
- 19.3. SO may terminate this Agreement for any reason whatsoever without cause, cost or penalty, save and except for matters arising prior to termination, upon providing Municipality with ninety (90) days written notice.
- 19.4. SO may terminate this agreement immediately upon written notice to the Municipality if:
 - (a) the Municipality assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
 - (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by SO as per section 6.1; or
 - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1; or
 - (d) a receiver or trustee is appointed for any part of the assets of SO.

20.0 Survival

- 20.1. Articles 8 and 26 of this Agreement will survive termination or expiry and continue in full force and effect:

21.0 Additional Conditions

- 21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

22.0 Entire Agreement

22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

23.0 Headings for Convenience Only

23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

24.0 Governing Law

24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

25.0 Legislation References

25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

26.0 Confidentiality

26.1. Municipality will at all times treat Schedule "C" and the financial terms contained therein as private and confidential information.

27.0 Rights and Remedies

27.1. The rights, remedies and privileges in this Agreement given to the Parties:

- (a) are cumulative and any one or more may be exercised;
- (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
- (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

28.0 Schedules

28.1. Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of
the date first set out above.

STEWARDSHIP ONTARIO

by: _____

Name: Gemma Zecchini

Title: Chief Executive Officer

MUNICIPALITY

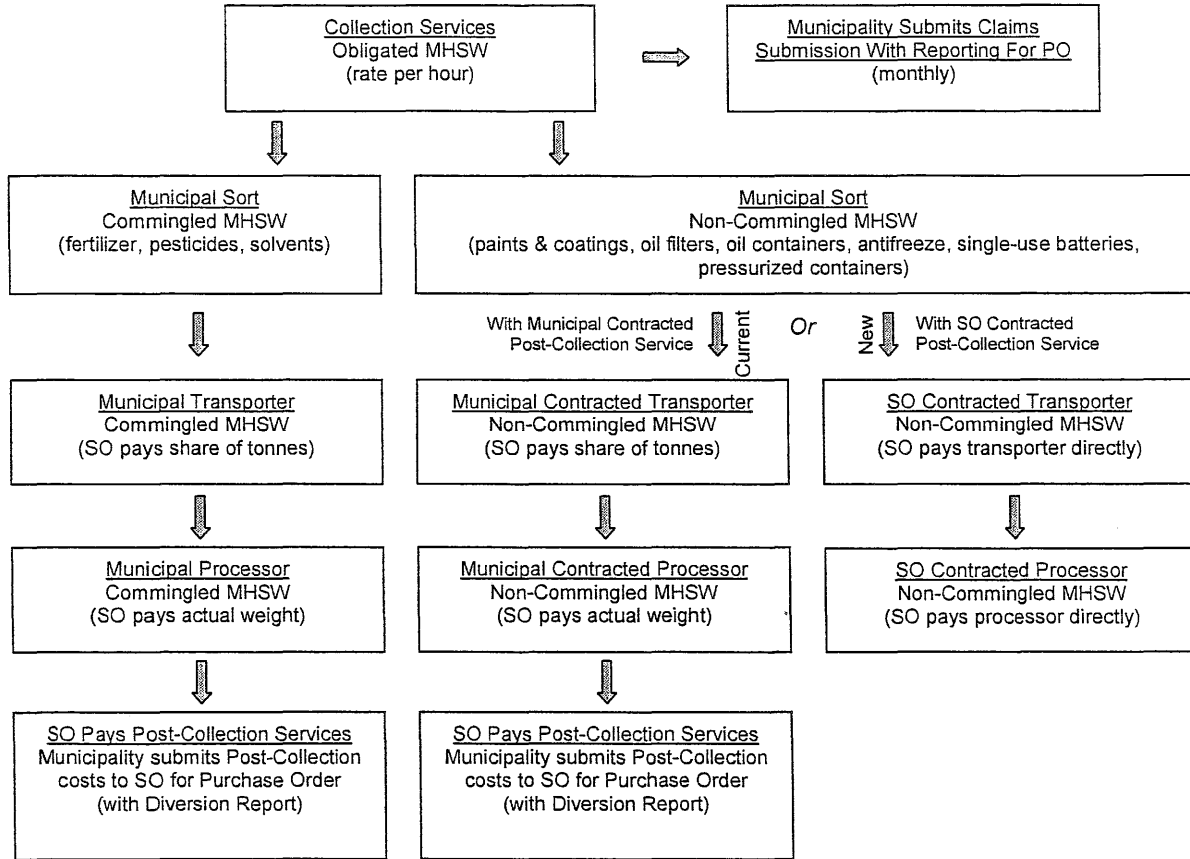
by: _____

Name:

Title:

SCHEDULE "A" – MHSW SERVICES

DEPOT



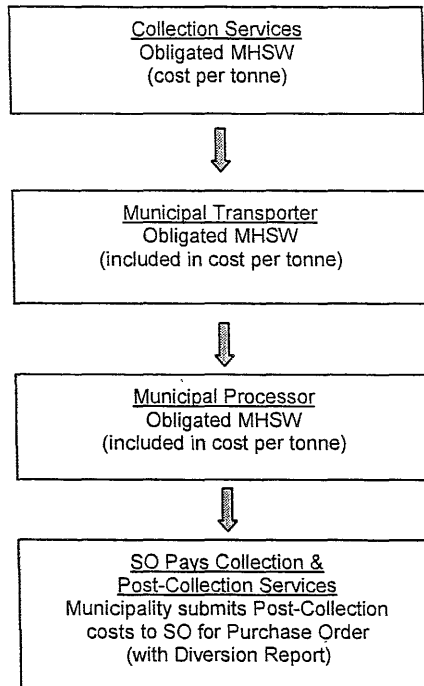
The Municipality or the Municipality's Service Provider provides Depot Collection Services for Obligated MHSW. SO pays the Municipality an hourly rate for the Collection Services.

Commingled MHSW may be commingled with other non-Phase 1 MHSW materials at municipal Depots as per Packing Standards. For Commingled MHSW, the Municipality is to contract for transportation and processing of such Commingled MHSW and SO will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled MHSW.

Non-Commingled MHSW are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up at the designated, scheduled time by:

- a) a municipal contracted transporter for delivery to a municipal contracted End Processor, each of whom must agree to adhere to SO's Transportation and Processor Standards, as the case may be until such time as SO provides the Municipality with thirty (30) days notice that SO has its own contracted Service Providers to manage Post-Collection Services, or
- b) an SO contracted transporter, if thirty (30) days have passed since SO provided notice to the Municipality that SO has its own contracted Service Providers to manage Post-Collection Services.

EVENT



The Municipality or the Municipality's Service Provider provides Event Collection Services for Obligated MHSW. The Municipality may combine Events with other activities, including collection of non-Phase 1 MHSW. SO pays the Municipality a cost per tonne of Obligated MHSW as per Schedule "C" for the Collection and Post-Collection Services.

SCHEDULE "B" – COLLECTION ACCESSIBILITY SCHEDULES

Municipality will collect Obligated MHSW Materials from its residents according to the following Collection Accessibility Schedules.

Depots

MHSW Depot Name	Address	Days & Hours of Operation	Operating Season	Total Hours	Notes
North Bay Hazardous Waste Depot	112 Patton Street North Bay, ON P1B 8G4	Wednesday to Saturday 8am – 6pm	Year Round	2,080	

Total Reimbursable Hours of Operation: 2,080

Events

Date	Location	Address	Collection Hours	Service Provider

Total Events per Quarter

Q1	Q2	Q3	Q4
0	0	0	0

Municipality will use commercially reasonable efforts to submit Event Collection Accessibility Schedules to SO for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by SO, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: _____

SCHEDULE "C" – PAYMENT FOR COLLECTION SERVICES

SO will pay the Municipality for MHSW Collection Services as follows:

For MHSW Services – Depot, SO will pay the Municipality rate of **\$52.33** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "B", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the hourly rate.

For MHSW Services – Event, SO will pay the Municipality a rate of **\$0.00** per tonne of Obligated MHSW plus applicable taxes.

INITIALLED BY MUNICIPALITY: _____

Municipal Hazardous or Special Waste Program Standards for Collection Site Operators

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the SO standards as well as with applicable laws and regulations

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the *Waste Diversion Act, 2002*.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2), can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Standards for Collection Site Operators define the minimum operating requirements to qualify as a Stewardship Ontario collection site for municipal hazardous or special waste. Collection sites must also agree to and comply with Stewardship Ontario's Terms and Conditions¹.

The Standards for Collection Site Operators do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection sites' responsibility to be aware of, and abide by, all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

¹ The terms and conditions for collection site operators for phase 1 of the MHSW Program can be found at http://www.stewardshipontario.ca/sites/default/files/SO_CS0-TermsandConditions.pdf. Revisions to reflect changes under the consolidated program will be published as soon as they become available.

Who this applies to:

For the purposes of these standards, a *Collection Site Operator* means the operator of a location at which MHSW is received from the public or via the site's internal operations from which a transporter will pick up MHSW and transport it to either i) an approved consolidation site operator, or ii) an approved MHSW processor. These Standards apply to the following two types of collection sites:

1. **Type A sites:** Sites that receive a wide range of MHSW, and
2. **Type B sites:** Sites that collect one or more of the following wastes:
 - Batteries;
 - Paints and coatings;
 - Mercury-containing materials (including switches and fluorescent lamps);
 - Pharmaceuticals;
 - Sharps;
 - Antifreeze and oil filters defined as selected waste as per R.R.O. 1990, O. Reg. 347 clause 44(1).

Enforcement of these Vendor Standards:

Collection site operators shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario;
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

1. General Requirements

All MHSW collection site operators shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability. Except in the case of self-insurance, MHSW collection site operators must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type A collection sites shall be:

- In compliance with all terms in their MOE Certificates of Approval;
- Registered with the MOE's Hazardous Waste Information Network (HWIN);

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

Type B collection sites shall be:

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - In compliance with the federal *Transportation of Dangerous Goods Act* ;
 - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations;
 - Hazardous waste management regulations (storage, handling).
- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the MHSW Program.

2. Occupational Health and Safety

All MHSW collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
- *Employment Standards Act, 2000*;
 - *Occupational Health and Safety Act, 1990*;
 - *Workplace Safety and Insurance Act, 1997*;
 - *Canada Labour Code*.
- 2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.

- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
- Providing regular documented health and safety training;
 - Providing and enforcing the correct use of personal protection equipment; and
 - Safeguarding hazardous mechanical processes.

3. Staff Training

All MHSW collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack MHSW in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).
- 3.3 Train staff to differentiate between waste products that are eligible for collection services under the consolidated MHSW Program and those that are not (refer to Appendix B).
- 3.4 Update staff training based on any changes made to MHSW Collection Site Vendor Standards.
- 3.5 Document and maintain records of staff training.

4. Waste Packing Protocols

All MHSW collection site operators shall:

- 4.1 Pack waste according to the Ministry of the Environment waste classes outlined in Appendix A.
- 4.2 Ensure that MHSW is handled and stored as follows:

For Type A collection sites:

In accordance with the conditions laid out in their respective Certificates of Approval and all applicable laws and regulations.

For Type B collection sites:

- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
 - Paints and coatings: minimum of eight (8) 205 L drums/two standard gaylord boxes or one week of paints and coatings received at each collection site;
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick up of MHSW; and

SCHEDULE "D" – PROMOTION & EDUCATION

The Municipality will actively promote the collection of Obligated MHSW and the Orange Drop brand through municipal publications, events and activities that support the Municipality's waste management strategy. The Municipality will not charge SO for any promotion or education activities unless SO has agreed to such charges in advance in writing. SO's decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality's residents of its Collection Accessibility Schedules (see Schedule "B").

If the Municipality has a waste management webpage then the Municipality will post the Collection Accessibility Schedules, the Orange Drop logo and a link to www.makethedrop.ca on the aforementioned webpage at no cost to SO.

The Municipality must submit to SO draft copies of all publications using SO trademarks and logos for approval, which SO may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to the Stewardship Ontario name or any brand owned by SO, such as Orange Drop.

The Municipality will periodically educate its residents about the BUDS message:

- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest

Promotion costs?

SCHEDULE "E" – SO STANDARDS

Commingled Materials

- Fertilizers, and the containers in which they are contained,
- Pesticides, and the containers in which they are contained, and
- Solvents, and the containers in which they are contained,

that are Obligated MHSW;

Non-Commingled Materials

- Antifreeze, and the containers in which it is contained,
- Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil,
- Oil filters – after they have been used for their intended purpose,
- Paints and Coatings, and containers in which they are contained,
- Pressurized containers, and
- Single-use dry cell batteries,
-

that are Obligated MHSW;

The following are SO's standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted on www.stewardshipontario.ca/service_providers/vendor_standards



July 5, 2011

Mr. John Vidan, Director Waste Management Policy Branch
Ministry of the Environment
135 St. Clair Avenue W., 12th Floor
Toronto, ON M4V 1P5

Ms. Gemma Zecchini, CEO
Stewardship Ontario
1 St. Clair Ave. West, 7th floor
Toronto, ON M4V 1K6

Mr. Michael Scott, CEO
Waste Diversion Ontario
4711 Yonge Street, Suite 1102
Toronto, ON M2N 6K8

Dear Mr. Vidan, Ms. Zecchini & Mr. Scott:

Re: New Municipal Hazardous or Special Waste Services Agreements proposed by Stewardship Ontario

In the past few weeks, various Ontario municipalities received notification from Stewardship Ontario regarding new Municipal Hazardous or Special Waste (MHSW) Services Agreements and Letters of Intent. Collectively, municipalities have considerable concerns regarding both the approach and the agreement modifications outlined in the communication. This letter provides an overview of our concerns:

- Until a new Plan has been approved by the province, the current Consolidated MHSW Plan should remain in effect. While existing draft agreements were not signed, Stewardship Ontario provided verbal assurance that they would honour the terms of the draft agreement. Stewardship Ontario appears to have assumed that the Province would approve a new plan by July 1, 2011 and is therefore requiring municipalities to sign a new agreement as soon as possible. However, this date appears to have been arbitrary and without legitimacy. Until a new plan is approved, Stewardship Ontario needs to pay according to the consolidated plan for 100% of the collection and post-collection costs for Phase 1 materials. We recognize, as per the Minister of the Environment's announcement in the summer of 2010, that the Government of Ontario



will be responsible for 100% of the collection and post-collection costs associated with Phase 2 and 3 materials under the current Consolidated MHSW Plan.

- The turn-around time for the agreements to be signed is unreasonable. In some cases, notification was provided to municipalities in mid-June with an effective agreement date being July 1, 2011. While there was acknowledgement of the short turn-around time with the inclusion of a letter of intent, this still does not provide enough time for proper consideration by respective staff and their councils. For many municipalities, council has adjourned for the summer and the next available opportunity to bring this forward is September.
- We are very concerned that a number of municipalities have been advised that they would see reduced billable hours and/or reduced recoverable costs in the new contract offer and that payment would "be made to align with program accessibility objectives". We do not agree with this approach and believe these accessibility objectives have not been clearly defined. Once the new plan is approved, and its accessibility objectives are understood, depot hours can be discussed by the parties. Our position, however, is that until Stewardship Ontario can demonstrate that accessibility objectives have been met, reimbursable depot hours and recoverable costs should not be reduced.
- Some municipalities have expressed concern that the contract with their MHSW processor has either ended or will be up for renewal or retender in the near future. With the uncertainty of changes to the existing program, municipalities cannot proceed with their tenders. Immediate action is required to ensure Ontarians continue to be offered this important service.
- Finally, many municipalities cannot sign their letters of intent because it states that they will recommend the agreement as proposed and senior staff have no intention of recommending the agreement to their respective councils due to concerns raised.

As a result of these issues and concerns, we have recommended that our collective member municipalities not sign their letters of intent.

We will be contacting your offices to arrange a meeting with the Ministry of the Environment, Waste Diversion Ontario and Stewardship Ontario to discuss the proposed new Plan and Services Agreements, appropriate timelines and to have our questions answered and understand how to move forward.



In the meantime, if you require further clarity of our position, please contact Andrew Pollock, RPWCO Solid Waste Subcommittee co-chair at 905-685-4225 ext. 3642; Vincent Sferrazza, RPWCO Solid Waste Subcommittee co-chair at 416-392-4715; Milena Avramovic, Senior Policy Advisor with AMO at 416-971-9856 ext. 342; or Vivian De Giovanni, Executive Director with MWA at 519-823-1990.

Background

Association of Municipalities of Ontario

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments and provides a variety of services and products to members and non-members.

Regional Public Works Commissioners of Ontario

The members of the RPWCO plan, design, build, operate and maintain the public infrastructure (transportation, water, wastewater, solid waste, parks and public buildings) that serve the vast majority of citizens and visitors to the province of Ontario. Members of the RPWCO are generally comprised of upper tier municipalities and those cities and single tier municipalities with a population of over 100,000.

Municipal Waste Association

The Municipal Waste Association, formerly known as the Association of Municipal Recycling Coordinators, is an incorporated not-for-profit organization formed in 1987 by Ontario municipal waste management professionals to facilitate the sharing of municipal waste reduction and recycling information and experience.

Sincerely,

Peter Hume
President, AMO

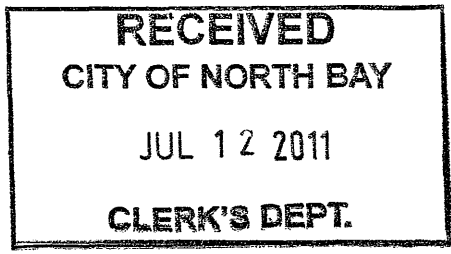
Ken Brothers
Chair, RPWCO

Sue McCrae
Chair, MWA

#8

City of North Bay

Report to Council



Report No.: EESW-2011- 063

Date: July 5, 2011

Originator: Al Tomek, Waste Management Coordinator

Subject: Container Sorting Line at Recycling Centre and Funding from the Continuous Improvement Fund

RECOMMENDATION

That the agreement between the City of North Bay and Waste Diversion Ontario be signed and the conditions set forth in the agreement for funding be accepted subject to a review of the agreement by the City's Legal Department.

BACKGROUND

Waste Diversion Ontario (WDO) which was established under the Waste Diversion Act advises the province on various waste diversion initiatives within the province. The WDO in conjunction with Stewardship Ontario (SO) an industry blue box funding organization established a granting agency called the Continuous Improvement Fund Committee to provide funds to municipalities to make improvements to recycling programs. This Continuous Improvement Fund Committee recently notified the City that an application submitted by the Engineering and Environmental Services Department to help offset the cost of a container sorting line at the recycling centre was approved.

This container sorting line was approved in the 2010 budget along with other improvements to the recycling centre, household hazardous waste depot and organic drop-off site. The total cost of the container sorting line was \$221,295.00 plus H.S.T.

CIF has agreed to provide a grant up to a maximum of \$97,807.00 to help offset North Bay's expenditure for the container sorting line provided that the City commits to a number of conditions (see attachment).

BRIEF OUTLINE OF CONDITIONS

1. North Bay expand the City's Blue Box Program to include residential plastic materials labeled #3 to #7 in 2012.
2. North Bay agrees to receive and process recyclables from other municipalities in the Nipissing District.
3. North Bay works with CIF to develop a promotional and educational campaign budget with Stewardship Ontario and contribute 50%.

ANALYSIS

The expansion of North Bay's Blue Box Program to include plastics #3 to #7 is CIF's main condition for funding. One of the priorities of Waste Diversion Ontario and Stewardship Ontario is to encourage municipalities to start collecting these other types of plastics in their blue box program as more of these materials are being used to package goods.

Currently, the City collects polyethylene terephthalate (PETE #1) and high density polyethylene (HDPE #2) and plastic tubs and lids (HDPE #2, LDPE #4 and PP#5). The market price for PETE #1 and HDPE #2 is currently between \$680.-\$740. per tonne, while plastics tubs and lids sell for approximately \$360.00 per tonne. Mixed plastic #3 to #7 currently market for \$50.00-\$90.00 per tonne.

It is estimated that North Bay will generate approximately 50 tonnes of mixed #3 to #7 plastics annually. Miller Waste Systems has quoted a price of \$219.31 per tonne to process these mixed plastics. This rate is \$2.72/tonne more than the current collection and processing rate for other blue box materials and applies only to the new 3-7 plastic materials.

Based on 50 tonnes, the City's cost to collect and process this new material will be approximately \$10,965. Revenues from the sale of this material will generate approximately \$2,500. to \$4,500. The City will also receive funding from Stewardship Ontario to help offset operating costs will range from 40% to 50% under the existing blue box subsidy program. The net cost including these plastics to the Blue Box Program should be approximately \$4,000. to \$6,000. annually based on current market and subsidies. In addition, the City will realize savings not having to landfill the 50 tonnes every year.

The second condition from CIF is the willingness of the City to accept materials from other municipalities. The City is currently processing materials from the municipalities of Bonfield, Callander and Calvin Township. The City's policy is to process recyclables from the other municipalities as long as the cost of processing is borne by the generating municipalities. All revenue from this material is divided as outlined in the collection and processing contract. The City retains 80% of the revenue and the contractor 20%.

The third condition is the development of an educational and promotional campaign to introduce the new program to North Bay residents. The costs will be evenly split between the City and Stewardship Ontario and will not exceed \$50,000.00 The City's current advertising budget for the Blue Box Program is \$20,000.00 The City can use part of this budget along with in-kind contributions for administering the campaign and participating in tradeshow and events.

OPTIONS

Option 1 – North Bay City Council can opt to sign the agreement with Waste Diversion Ontario and agree to the conditions set out. Upon acceptance, the City will receive \$97,807.00 to help offset the cost of the container sorting line at the recycling centre.


Option 2 – North Bay City Council can opt not to sign the agreement with Waste Diversion Ontario and not receive any funding for the container sorting line at the recycling centre.

RECOMMENDED OPTION

That the agreement between the City of North Bay and Waste Diversion Ontario be signed and the conditions set forth in the agreement for funding be accepted.

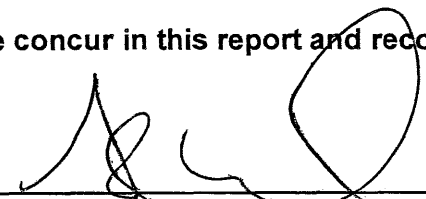


Al Tomek
Waste Management Coordinator



John Severino, P.Eng., M.B.A.
Manager of Environmental Services

We concur in this report and recommendation.



Alan Korell, P. Eng., R.P.P., M.C.I.P.
Managing Director, Engineering,
Environmental Services & Works



Peter Leckie, City Solicitor



David Linkie, Chief Administrative Officer

Personnel designated for continuance: Al Tomek

Attachments: CIF Recycling Improvement Agreement

Copy for: Cathy Conrad, City Clerk

The City of North Bay (City) wishes to amend its application to the Continuous Improvement Fund (CIF) for funding for its new MRF container line (CIF Project 649.8) as follows:

1. City staff proposes to recommend to North Bay Council the expansion of the City's blue box program to include 3-7 plastic containers (excluding plastic film and Styrofoam materials) as a program enhancement during the 2012 budget cycle. Should Council fail to approve the proposed enhancement the City during the 2012 budget process the City will reimburse the CIF for any funds expended in relation to Project 649.8.
2. The City proposes to work with Stewardship Ontario (SO) and the CIF to develop a promotion and education campaign to introduce the new program to City residents. The campaign is expected to cost under \$50,000 and it is proposed that the campaign be funded jointly by SO and the City per SO's commitment at the CIF Project Committee meeting of May 11, 2011. In-kind contribution in the form of administering the advertising campaign and the provision of staffing for displays at various tradeshow/events and other related duties related to the campaign will be permitted as part of North Bay's contribution.
3. The City commits to receiving materials from all municipalities (proponent) within the District of Nipissing and seeking to have their blue box recyclables processed at the MRF subject to the following conditions:
 - a. The City has available processing capacity at the time of and for the duration of the request.
 - b. Incremental costs to process the materials on a second shift or overtime basis are covered by the proponent.
 - c. No fee will be charged and no revenue shared with the proponent from the marketing of the received and processed materials where the proponent has a combined collection and processing contract with Miller Waste Services and the "basket of goods" is essentially the same and the materials are separated in the same manner as North Bay's collection program.
 - d. Where the basket of goods is different (i.e., the proponent collects materials not currently accepted by North Bay, collects materials in a manner that has a measurable processing impact or residue levels differ by more than 3%) a fee sufficient to cover incremental costs to the City and/or its contractor will be determined in cooperation with the CIF or WDO.
 - e. Where the proponent uses a collection contractor other than Miller Waste Services, or upon the proponent and City's mutual agreement, a per tonne service fee will be assessed in cooperation with the CIF or WDO and Miller Waste to be applied to each tonne of the proponent's material processed. The service fee will be set to reflect differences in the basket of goods as previously noted and will be based on the following formula: $\text{service fee} = \text{mrf processing fee} + \text{City's admin fee} - \text{marketing revenues}$. The service fee will include and admin fee of up to 10% of the agree to mrf processing cost to cover administrative costs incurred by the City and all revenues from the sale of materials will be owned by the City.

- f. The offer to receive other municipality's material will remain valid for a five (5) year period from the date that the funding grant for this project is signed and may be extended at the sole discretion of the City.

May 16, 2011

Mr. Al Tomek
Supervisor Environmental Services
City of North Bay
City Hall
200 McIntyre St. E., PO Box 360
North Bay, ON P1B 8H8

Dear Al,

Re: Continuous Improvement Fund Project Approval, Project #649.8 (Best Practices)
North Bay MRF Container Line

This is to inform you that your application to the Continuous Improvement Fund (CIF) for support in installing a container line in the City of North Bay's MRF has received approval for funding.

The project has been granted 41% of the blue box related project costs up to a maximum of \$97,807, including all taxes, in funding from the Continuous Improvement Fund. Funding is conditional upon the City of North Bay and the CIF finalizing a Grant in which the City of North Bay commits to:

- adding 3-7 plastics in their 2012 budget
- receiving and processing recyclables from other municipalities under a protocol to be developed by CIF and North Bay staff to the satisfaction of the City
- working with CIF to develop a promotional campaign budget for consideration for funding by Stewardship Ontario

Mike Birett is the Project Manager responsible for this project. Please note that the CIF withholds 25% of the funding until a final report is submitted and approved.

If you have any questions in regards to this project, please feel free to contact Mike Birett, 905.936.5661 or mbirett@wdo.ca, or myself.

Sincerely,



Andy Campbell, P.Eng.
Director, CIF

c: Mike Birett, Manager, CIF
Executive Director, Waste Diversion Ontario
Frank Daniel, Controller, Stewardship Ontario

CIF PROJECT GRANT

CIF Project Number 649.8

North Bay MRF Container Line

TO: City of North Bay (the "Recipient")

WHEREAS:

- A. Waste Diversion Ontario, a corporation incorporated by the *Waste Diversion Act*, 2002 (Ontario) ("WDO"), maintains a fund known as the Continuous Improvement Fund, comprised of a portion of the fees paid by stewards under the Blue Box Program Plan, which funds improvements in recycling practices by Ontario municipalities.
- B. The Continuous Improvement Fund ("CIF") is a committee of Waste Diversion Ontario, and has been established through an agreement among the Associations of Municipalities of Ontario, the City of Toronto, Stewardship Ontario and WDO under the Blue Box Program Plan.
- C. Stewardship Ontario, a corporation continued under the *Waste Diversion Act*, 2002 (Ontario), as custodian of the CIF monies is to provide funding to the Recipient.
- D. The Recipient made an application to the CIF, a copy of which is attached hereto as Schedule "A" (the "Application"), for a grant to assist in the cost of the project titled "**North Bay MRF Container Line**" (the "Project").
- E. The Waste Diversion Ontario and Stewardship Ontario has agreed to provide the grant to the Recipient to assist in financing the cost of the Project as set out below:

1. **Grant**

Based on the Application, WDO and Stewardship Ontario hereby agree to provide an unconditional grant from the CIF to the Recipient in the aggregate amount of **41%** of the Project costs up to a maximum of **\$97,807**, inclusive of any applicable taxes, government levies or governmental imposts of any kind (the "Grant"), to be applied by the Recipient toward the cost of the Project.

The Project shall be carried out by the Recipient in consultation with the Director CIF. The Recipient shall devote a sufficient amount of staff time and other resources to carry out the Project in accordance with the timelines, budget and other parameters set out in the appendices hereto.

2. **Budget**

The Grant is based upon the budget for the development and implementation of the Project set out in Schedule "B" hereto.

3. **Disbursement of Grant**

The Grant will be disbursed by the CIF to the Recipient as the Project progresses, in accordance with the schedule set out in Schedule "C" hereto. The Recipient shall make a written request to the CIF for each disbursement of a portion of the Grant not less than thirty (30) days prior to the proposed disbursement date and will provide such documentation to substantiate each such request as the CIF may reasonably require. Disbursement requests are to be addressed to the Director of the Continuous Improvement Fund at the address noted below. The final disbursement will be issued once the final report for the Project is completed and accepted by the CIF.

4. **No Transfer or Encumbrance of the Project**

The Recipient shall not sell, assign or transfer the Project to a third party nor mortgage, charge or otherwise encumber the Project without the prior written approval of the CIF or repayment of the Grant.

5. **Repayment of Grant**

In the event of any material breach by the Recipient of the terms of the Application which is not remedied within thirty (30) days following written notice by the CIF to the Recipient, the Recipient shall repay all payments received on account of the Grant and WDO and Stewardship Ontario shall be relieved of any obligation to disburse any remaining unutilized portions of the Grant.

6. **Notices**

All notices, requests, demands or other communications (collectively "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or registered mail (postage prepaid), by facsimile transmission, or by email to such other party as follows:

Waste Diversion Ontario
4711 Yonge Street, Suite 1102
Toronto, ON M2N 6K8
Attention: Executive Director
Tel: (416) 226-5113 Fax: (416) 226-1368

With a copy to:

Continuous Improvement Fund
92 Caplan Avenue, Suite 511
Barrie, ON L4N 0Z7
Attention: Mr. Andy Campbell, Director CIF
Tel: (705) 719-7913 Fax: (866) 472-0107 Email: andycampbell@wdo.ca

To Stewardship Ontario at:

Stewardship Ontario
1 St. Clair Avenue West, 7th Floor
Toronto, On M4V 1K6
Attention: Mr. Lyle Clarke, VP Policy and Programs
Tel: (416)323-0101 ext. 154 Fax: (416) 323-3185 Email: lclarke@stewardshipontario.ca

To the Recipient at:

City of North Bay
City Hall
200 McIntyre St. E., PO Box 360
North Bay, ON P1B 8H8
Attention: Al Tomek, Supervisor Environmental Services
Tel: (705) 474-0400 ext 2331 Fax: () Email: Al.Tomek@cityofnorthbay.ca

Or at such other address as may be given by any such person to the other Parties hereto in writing from time to time.

7. General

- (a) The Parties recognize the importance of making information about the Project available for public use. The Recipient shall cooperate in providing reasonable information on the Project, as directed by the Director CIF, for publication by the CIF on websites, at conferences and in newsletters.
- (b) It is understood and agreed that neither WDO nor Stewardship Ontario has any ownership interest in the Project and neither WDO nor Stewardship Ontario has any responsibility for or liability with respect to the operations of the Project.
- (c) There is no relationship of partnership, agency, joint venture or independent contractor between or among WDO, Stewardship Ontario and/or the Recipient and none of them has any right to bind any of the others to any contractual obligation.

DATED this ____ day of _____, 2011.

STEWARDSHIP ONTARIO

By: _____

Name: Lyle Clarke
Title: VP Operations and Planning

WASTE DIVERSION ONTARIO

By: _____

Name:
Title: Executive Director

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned hereby acknowledges and accepts the Grant on the terms set out above. The undersigned further agrees to indemnify and hold WDO and Stewardship Ontario harmless in respect of any losses, costs, claims, damages or expenses incurred by either of them in respect of the funding or operation of the Project.

DATED this ____ day of _____, 2011.

CITY OF NORTH BAY

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

SCHEDULE "A"
APPLICATION FOR GRANT

Request for Expressions of Interest for CIF Funding for Priority Projects - FORM 8

**FORM 8: MRF Regionalization and Transfer Station
Construction**

Work through the Form to fill in as many details as you can. Contact a CIF staff member, if/as needed to complete remaining portions.

Section 1 - Form 2 Details

1. Which project are you applying for:

MRF Upgrade

Transfer Station construction/upgrade

2. Project Description: What are the key features of the project? How will it increase system efficiency and/or effectiveness for recovery of plastics? (Tip: Add your initial thoughts, then complete the remainder of the Form, and come back to finish this response.)

The City of North Bay intends to purchase a sorting line for containers at the City's Recycling Center. Currently the staff at the facility hand sort plastics without the aid of any type mechanized equipment. With the introduction of this piece of equipment, it is anticipated that the sorting of plastics will be much more efficient and provide the City with the opportunity to expand the program to collect more recyclable materials in the future. The sorting line will also decrease our contamination rates for our baled aluminum as currently the City collects both aluminum aerosol containers and foil/plastic plates. The current market down grades our product due to these types of materials in our bales. This equipment will assist in removing these types of materials and market them separately.

Currently a number of surrounding municipalities that contract their processing of recyclables to locations much farther distances than North Bay because they offer the processing of a greater number of materials. Without the installation of a sorting line, North Bay is not an option.

3. Which element(s) of your recycling program does this project address?

Single family

Multi-family

All residential

Best Practices

Innovation

Technology/Capital Efforts

Hard-to-Market/New Materials

Other (please specify):

Request for Expressions of Interest for CIP Funding for Priority Projects - FORM 8

Section 2 - Blue Box Program Costs & Cost-Effectiveness

When this project is fully implemented (i.e. completely operational), how will it affect your blue box program costs and costs per tonne?

1. When the project described in this form is complete, how will this affect your net annual blue box program costs (choose one)?

- Increase
- Decrease
- Stay the same

2. How much will your program costs change as measured in \$/year?

Based on down grades alone to our aluminum bales, the City anticipates an increase of \$10,000.00 yr.

3. When the program described in this Form is complete, how will it affect your blue box program's cost-effectiveness (i.e. cost per tonne of marketed recyclables) on an annual basis (choose one)?

- Increase
- Decrease
- Stay the same

4. How will you monitor and measure project effects on your program's cost-effectiveness?

Contamination rates and market prices will be monitored on a monthly basis.

Comments (optional):

Section 3 - Blue Box Diversion

What effect will this project have on your program's overall blue box diversion (i.e. tonnes of blue box materials sent to market)?

1. When the project described in this Form is complete, what will happen to your blue box program's diversion (choose one)?

- Increase
- Decrease
- Stay the same

Continuous Improvement Fund

Closing Date: March 11, 2011 at 4:00 p.m.

DRAFT

Request for Expressions of Interest for CIF Funding for Priority Projects - FORM 8

2. Please state the expected change in the volume of material marketed as a result of the project.

It is anticipated that the City will now have the opportunity in the future to expand the blue box program to include other materials.

Comments (optional):

Section 4 - Program Improvements and Regionalization Benefits

What other effects will this project have on your program or on other communities? Use this section to describe whether you plan to work with other communities to develop and deliver the project, how the costs/savings might compare with other similar undertakings.

1. Will the proposed project (please select all that apply):

- help your program adapt to changes in the material mix (i.e. manage seasonability, prepare for future materials)?
- process new materials?
- be transferable to other communities?
- none of the above

2. What other effects will this project have (optional)?

As stated above this equipment will now give other municipalities that are contracting to facility farther away to consider North Bay as a regional processing center.

3. Will you work with other municipalities/partners to develop and deliver this project?

- Yes No

If no, please explain why not:

The selection of equipment has been completed.

If yes, what municipalities will you work with and how will they benefit?

Request for Expressions of Interest for CIF Funding for Priority Projects - FORM 8

4. What stage are you at in planning your work with other municipalities? Please select your choice below to respond.

preliminary discussions

awaiting council approval

draft agreement

agreement in place

other: NA

Comments (optional):

Section 5 - Project Costs and Payback Period

How much will it cost to implement the project and how long is its expected payback period?

1. What is the total cost of completing the proposed project? \$235,000.00
2. What is the total funding request to CIF? \$117,500.00
3. What is the project payback period for CIF support (in years)? This sorting line provides the opportunity

Comments (optional):

Section 6 - Project Management and Implementation

In this section, provide as much information as you can about project management, timing and monitoring.

1. Please identify staff and consultants who will be responsible for this project.

Project Manager

Name: Al Tomek

Title: Waste Management Co-ordinator

Affiliation: City of North Bay

Role in project: Project Manager

Related experience: 20+ years in the municipal recycling field

2. Additional project team members: please identify key staff/consultants, their roles and related experience (optional).

Miller Waste Systems - Kevin Managhan - Project Co-ordinator
Machinex - staff from Markham office

Continuous Improvement Fund

Closing Date: March 11, 2011 at 4:00 p.m.

Request for Expressions of Interest for CIF Funding for Priority Projects - FORM 3

3. Project Timing: Upon project approval, how soon can this project be ready to start-up? Please select your choice below to respond.

- budget approved by council & project underway
- budget approved by council; project not yet started
- awaiting budget and/or council approval
- Other, please describe: _____

Comments (optional): _____

4. How many months will it take to complete the proposed project from start to finish? 1 month

*Continuous Improvement Fund
Closing Date: March 11, 2011 at 4:00 p.m.*

letter from North Bay amending application to include the commitments:

- adding 3-7 plastics in their 2012 budget
- receiving and processing recyclables from other municipalities under a protocol to be developed by CIF and North Bay staff to the satisfaction of the City
- working with CIF to develop a promotional campaign budget for consideration for funding by Stewardship Ontario

**SCHEDULE "B"
BUDGET**

Machinex or Miller

DRAFT

**SCHEDULE "C"
DISBURSEMENT OF GRANT**

The Grant will be disbursed as follows:

Deliverables	Tasks / Description	Anticipated Completion Date	WDO Grant Contribution (including all taxes)
#1 Development of Monitoring & Reporting Strategy	Development of a monitoring and measuring strategy (refer to CIF Project Monitoring & Reporting guidance document) for the project to the satisfaction of the CIF		\$4,890 (5% of funding)
#2 Proof of delivery of container line	Proof of delivery of container line equipment. Provision of: 1) photos demonstrating that the equipment has been delivered to the North Bay MRF and, 2) documentation confirming that capital expenditures have been incurred by the City of North Bay in connection with the purchase of the container line equipment for the City of North Bay's MRF.		\$48,904 (50% of funding)
#3 Installation of equipment and complete commissioning	<ul style="list-style-type: none"> - Installation of container line equipment - Equipment start up - Complete performance testing - Acceptance of performance test requirements by CIF (i.e. full commissioning). The City of North Bay will provide a certificate from a professional engineer certifying that the MRF commissioning meets the installation and testing specifications. 		\$19,561 (20% of funding)
#4 Monitoring, data analysis, final report and project evaluation	<ul style="list-style-type: none"> - Completion of three (3) MRF performance monitoring reports (final audit completed [redacted]) - Submission of final report summarizing project, including performance, impact and learnings. - Complete CIF project evaluation form in conjunction with WDO 		\$24,452 (25% of funding)
		TOTAL GRANT	\$97,807

Guidance Document for Monitoring & Reporting of CIF Funded Projects

One of the most important goals of the CIF is to accurately report out on the results of all funded municipal projects. It is intended that CIF funded projects serve as a learning experience for other municipalities so that they can implement the same program change and have confidence in, and anticipate, getting replicable results.

Projects must, therefore, be monitored and measured sufficiently well that the proponent can report out accurate and unbiased results. Recognizing that the final report on CIF funded projects is worth 25% of the total funding allocation, careful consideration to the development of an effective monitoring strategy for the project is critical. The following guide is offered to provide proponents with assistance in developing the monitoring and reporting component of their project.

Phase 1- Pre-Start Considerations

- Recognizing that most projects will report out against common performance criteria such as change in capture rates, operating costs and other WDO datacall metrics, proponents are encouraged to consider, well in advance, what base line data collection is necessary in order to prove that the project was successful. The need for good baseline data, developed at a level appropriate for the scale of the project, may require completion of audits and other data collection activities which are fundable project components.
- Plan ahead how and where the new facility, equipment, process or program change will be observed and monitored, on a scheduled basis, during implementation and operation in order to capture both qualitative observations and quantifiable results.
- CIF projects are usually monitored for a twelve (12) month period and typically include four (4) formal monitoring sessions unless otherwise agreed to with CIF staff. The proponent should confirm the appropriate monitoring period and methodology for their project with their CIF advisor before starting.
- The final report must demonstrate compliance with any commitments made by the proponent as part of the original project submission so, again, plan how adherence to these commitments will be proven during the course of the project's implementation.
- Most project reports will include an original project schedule and budget. The final report must include explanations for any deviations from the schedule and budget, to the satisfaction of the CIF, so that others can avoid the same problem in the future.

Phase 2 – Set Up and Implementation Considerations

- Implementation or commissioning is the stage where deviations from the project proposal are most likely to occur. Identify and document any service failures, problems or significant events that were encountered during installation, commissioning and/or operation of capital assets or the implementation and operation of programs. Document their resolution and recommendations on how to avoid these problems in the future.

Phase 3 – Reporting Out

- Larger projects may warrant interim reports. Final reports delivered to the CIF will be posted on the CIF web site. Be aware confidential information should be broken out into separate appendices and labelled accordingly or separate public and commercially confidential versions of the report can be submitted provided the opportunity to share project learnings with others is not compromised.
- The report must:
 - Demonstrate compliance with commitments made by the proponent as part of the project submission.
 - Provide a qualitative summary of observations and learnings from the implementation of the program and monitoring activities.
 - Quantify any change in the metrics selected to measure the project's performance. This could, for instance, be the change in capture rate (differentiating between IC&I and residential), quality or contamination level of the materials managed by the program.
 - Detail the financial impact of the project over the first twelve (12) months of operation (or as otherwise agreed to with the CIF). If the project was expected to reduce operating costs, confirm whether the savings were achieved. If the project was expected to improve the program's capture of new or previously collected materials, detail the actual costs of doing so.
 - Actual costs (all costs – include unforeseen or unplanned) for the project and how differs from the proposed budget
 -
- The report should also include:
 - A summary of the initial goals, outcomes and specific project details.
 - Detail all the program tasks undertaken for the development and implementation of the program.
 - Waste audit results and market research and customer survey results.
 - Photographs of new installations and set ups, samples of relevant promotional materials.
 - include interim reports or testing results in the appendices where appropriate.
 - A commentary on lessons learned and next steps.

Potential Monitoring Metrics

Potential project criteria worth monitoring include, but are not limited to, the following.

ALL PROJECTS:

1. A discussion of how a baseline was established to evaluate the effectiveness of this program.
2. Differences in labour required such as improved productivity, additional quality control, increased maintenance time, clean up requirements or reduced labour or overtime requirements resulting from installation of equipment or program changes.
3. Changes in the use of capital or operating assets (e.g., number of trucks on a route, carts or other equipment required for a program and amount of material previously required to complete the same job).
4. Changes in the amount of time required to complete tasks (e.g., daily collection routes or throughput on equipment) to assess improvements in productivity.
5. Changes in program or activity capital and operating costs.
6. The cost implications of any change in regular maintenance requirements and any unscheduled maintenance events during the trial or monitoring period.
7. The cost implications for repairs or damages (e.g., materials such as carts, containers or signage, consider evaluating the ease of cleaning or graffiti removal, corrosion, damage from vandalism, exposure to the elements, fading, and overall durability.)
8. Storage or special handling requirements for equipment and materials.
9. Health and safety issues related to the operation, including lost time during the trial period.
10. Feedback from contractors, residents, customers and staff on the new operations and its implications to future contract and/or operating costs and program performance.
11. Other information relevant to the current effective and efficient operation of the affected program.

Depot and Transfer Station Operation considerations:

1. Measuring the reduction in transportation costs per load and per tonne.
2. Analysing changes in GHG emissions and carbon footprint.
3. Quantifying the savings related to the current operating costs versus past operating and hauling costs from re-location of equipment and/or operations.
4. Activity based costing (e.g., allocating costs to manage blue box vs other materials on site).
5. Costs and handling differences to receive blue box materials at the site vs curbside collection.

Collection Program considerations:

1. Improvements in customer satisfaction and public awareness through surveys.
2. Changes in set out rate, capture rate or reduced contamination.
3. Savings related to the current operating costs versus past operating and hauling costs.
4. Reductions in greenhouse gas emissions.
5. Monitoring operating effectiveness (e.g., staffing levels, equipment utilization rates, overtime reductions, maintenance, operational issues).
6. Conducting stop counts and analysing route efficiency.

MRF Operation considerations:

1. Residue and disposal cost comparison; material loss comparison.
2. Conducting audits at various points throughout the process to determine efficiency and effectiveness of design (e.g., waste audits, container counts and composition by weight, capture rates for targeted materials, purity rates for targeted materials, bale weights and equipment throughput).
3. Monitoring operating effectiveness (e.g., staffing levels, equipment utilization rates, overtime reductions, maintenance, operational issues).
4. The source of received materials (e.g., IC&I, curbside, depot, multi-res) and its impacts on operations.
5. Improvements in revenue.
6. Changes in hydro and utility costs.
7. Changes in environmental and working conditions such as improvements in air quality or noise levels, GHG emissions.
8. Feedback from markets regarding the quality and value of the materials received in the period since the last report.

Promotion and Education Activity considerations:

1. A description of the campaign, campaign elements including target audience, messaging, rationale, and with special attention to the social marketing aspect.
2. A record of presentations made and to whom, including a copy of a typical presentation and/or slide show, if applicable.
3. Photographic or graphic record of materials (flyers, brochures, info packages) developed and used for the campaign.
4. A summary of how and where promotional items and communications were distributed, cost and quantity.
5. The impacts on the blue box program and how this was measured, and against what baseline
6. Surveying the target audience and measuring the results from other social media inputs.

7. Recording outreach efforts, the results and impacts on programs, including outreach materials.

Public and Open Space Project considerations:

1. Surveying users about the effectiveness and clarity of labels and graphics.
2. Assessing container placement and quantities of containers distributed.
3. Operational data including collection frequency and methodology.
4. Assessment of capture, material quality (contamination) and cost.
5. Inspection summaries and/or contamination assessments.
6. Results and interpretation of the waste composition audits.
7. Assessment of container design (e.g., user friendliness, durability, contamination control).

City of North Bay

Report to Council

CITY

#9

CLERK'S DEPT.

Report No: CSBU 2011 - 73

Date: July 11, 2011

Originator: Steve McArthur – Senior Planner, Current Operations

Subject: Condominium Final Approval and Agreement – Saturnia Real Estate Holdings Inc.,
16 Unit Condominium Conversion on Premier Road in the City of North Bay

File No: D07/2009/CONDO/904PR/#48CDM-09104

RECOMMENDATIONS

1. That the Mayor and City Clerk be authorized to sign the Saturnia Condominium Agreement by Saturnia Real Estate Holdings Inc. for the approval of a sixteen (16) unit condominium on Premier Road in the City of North Bay - City File No. 48CDM-09104; and
4. That the Mayor, City Clerk and Manager of Planning Services be authorized to sign the Final Plan of Condominium subject to receipt of all requested land transfers, easements and condominium agreement requirements.

BACKGROUND

A Draft Plan of Condominium, with accompanying conditions, was given approval by City Council on February 8, 2010 by Council Resolution No. 2010-092. The Draft Approved Saturnia Condominium Complex represents 16 units in the West Ferris area of the City of North Bay, fronting on Premier Road. The Owner is now seeking Final Approval in order to complete the Condominium Conversion process.

The 2010 average house sale price, according to data from the North Bay Real Estate Board as of December 2010, was \$217,659. It is not the intention of the Owners to immediately sell these units, however, once the condominium conversion is completed; an opportunity to sell is available. In comparison to other similar styled buildings (townhouses) in the City, these units can expect to be listed for less than \$100,000. on the open market. These sale prices are well within the affordable housing category and would satisfy an entry level market that is in demand.

In the eventuality that Saturnia Real Estate Holdings Inc. decides to sell some or all of the units, the *Tenant Protection Act* which came into effect in 1998, and further under Section 2 of the *Condominium Act*, requires that through the conversion to Condominium ownership the existing tenants are offered first right of purchase of the unit. Under this legislation landlords are prohibited from evicting an existing tenant in order to give vacant possession to a prospective purchaser.

ANALYSIS

The Condominium Agreements and the requests for Final Approval have been reviewed by the Legal, Planning Services and Engineering & Environmental Services Departments.

Engineering, Environmental Services & Public Works has advised that all municipal engineering considerations have been satisfied within the Condominium Agreements and on the Final Plans and accompanying Reference Plans, for easement purposes. The department offers the following comments: "*Engineering requests that the proponent agrees to fully enclose the central garbage collection and recycling facilities as they currently aren't.*"

Other than this requirement and the approved land transfer for the pumping station and generator, we believe that there are no further concerns from an engineering perspective.”

As identified in Condition #9 to Draft Approval granted in February of 2010, the Owner has agreed to transfer to the City, and at no expense to the City, lands identified as Part 2 on Reference Plan No. 36R-13019. These lands include an existing pumping station and generator owned and operated by the City of North Bay.

In summary, the Final Plan conforms to the Draft Approved Plan and to the regulations set out in Zoning By-law No. 28-80. The necessary Condominium Plans have been prepared by Rick Miller, OLS. The Plans accurately reflect the subject property and lot configuration. All conditions of Draft Approval have been met.

OPTIONS

Option 1:

That the City of North Bay enter into a Condominium Agreement and grant Final Approval to the Draft Approved Saturnia Condominium Complex. This will allow the Owner to register the 16 unit Plan of Condominium as shown on Schedules 'A', 'B' and 'C' attached hereto. Once registered, the Owner has the option of selling individual units to potential purchasers.

Option 2:

Do not enter into the Condominium Agreement and do not grant Final Approval to the Draft Approved Saturnia Condominium Complex.

RECOMMENDED OPTION

Option 1 is the recommended option.

The Applicant has satisfied all conditions of Draft Approval and has prepared the necessary Condominium Agreements and Final Condominium Plans to the satisfaction of the Legal, Planning Services and Engineering and Environmental Services Departments. It is now appropriate to grant Final Approval to the Saturnia Condominium Complex.

The conversion of these 16 units represents an opportunity for the introduction of affordable home ownership into the North Bay market. At an average sale price of less than \$100,000 these units will be available at a mortgage that is less than a comparable rental rate for the same style of unit.

Respectfully submitted,



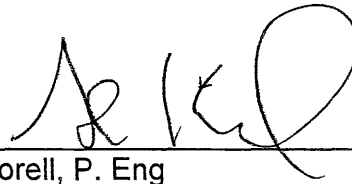
Steve McArthur, MCIP, RPP
Senior Planner, Current Operations

SM/dlb

We concur with this report and recommendations.



Beverley Hillier, MCIP, RPP
Manager, Planning Services



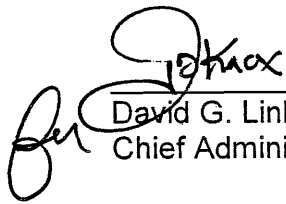
Alan Korell, P. Eng
Managing Director, City Engineer
Engineering, Environmental Services & Works



Jerry D. Knox
Managing Director, Community Services



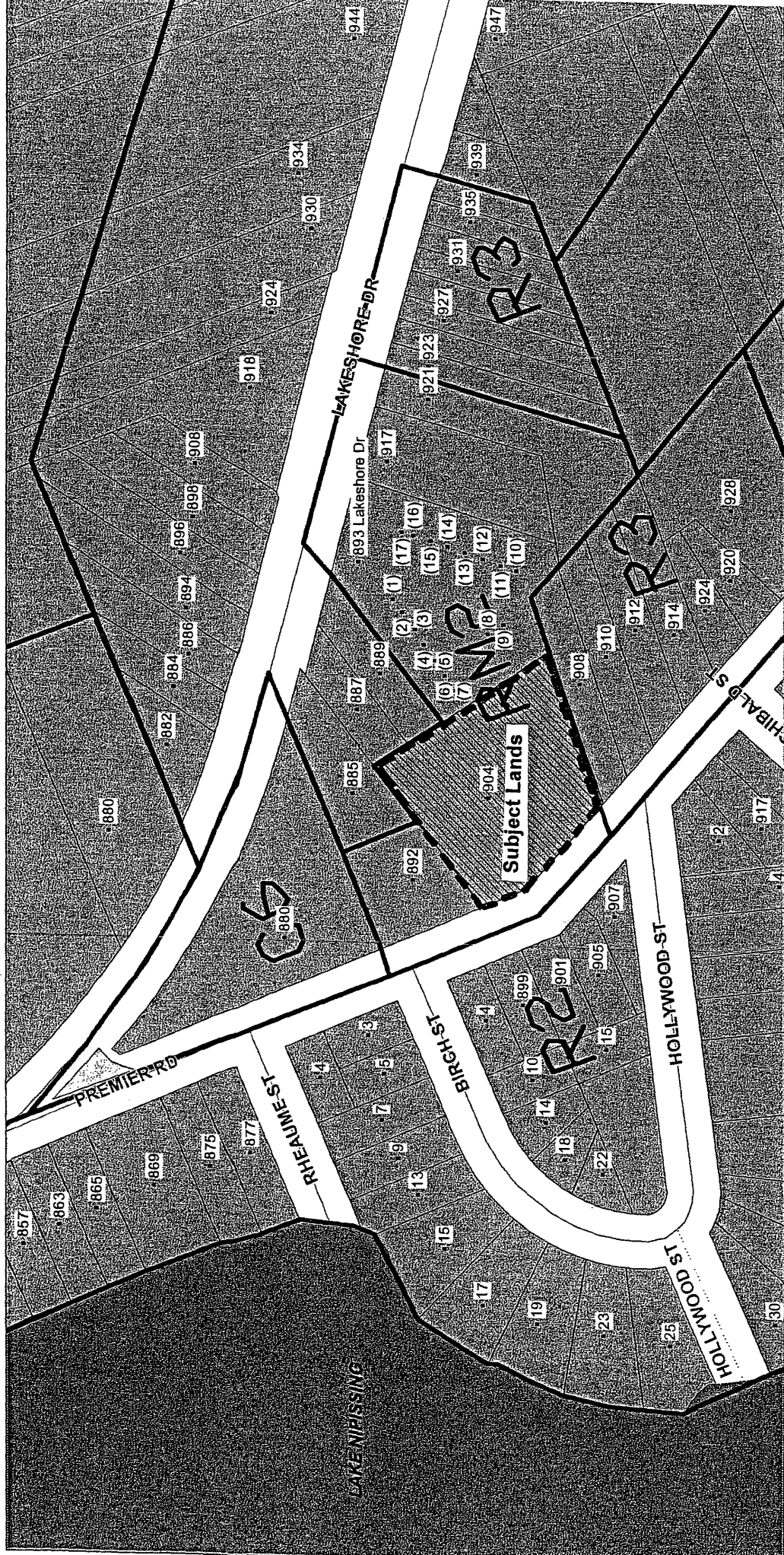
Peter Leckie
City Solicitor



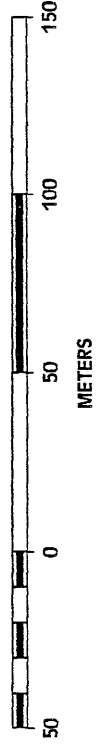
David G. Linkie
Chief Administrative Officer

Personnel designated for continuance: Senior Planner – Current Operations, Planning Services
attach. Schedules 'A', 'B' & 'C'

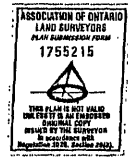
SCHEDULE A



SCALE 1 : 2,154



SCHEDULE B



PLAN OF SURVEY OF
PART OF LOT 39
CONCESSION 14
TOWNSHIP OF WEST FERRIS
NOW IN THE
CITY OF NORTH BAY
DISTRICT OF NIPISSING

0 5 10 15m
SCALE 1 : 200

Miller & Urso Surveying Inc.

METRIC

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

LEGEND

- M DENOTES FOUND MONUMENT
- C DENOTES SET MONUMENT
- S DENOTES SET
- M DENOTES MEASURED
- RI DENOTES ROUND IRON BAR
- SI DENOTES STANDARD IRON BAR
- CP DENOTES CONCRETE PIN
- IB DENOTES IRON BAR
- NEF DENOTES NO EVIDENCE FOUND
- OJ DENOTES ORIGIN UNKNOWN
- 771 DENOTES E. J. LACKSTRUM, O.L.S.
- S&T DENOTES SIMPSON & TAYLOR LIMITED
- JN DENOTES J. J. NEWLANDS, O.L.S.
- 1063 DENOTES GOODRICH WALKER LTD.
- P DENOTES NIPISSING CONDOMINIUM PLAN No. 6
- P1 DENOTES DEPOSITED PLAN 36R-2894
- P2 DENOTES DEPOSITED PLAN 36R-3183
- P3 DENOTES PLAN BY E. J. LACKSTRUM, O.L.S., DATED NOVEMBER 6, 1959.

BEARING NOTE

BEARINGS ARE ASTRONOMICAL AND ARE REFERRED TO THE SOUTHEASTERLY LIMIT OF NIPISSING CONDOMINIUM PLAN No. 6, HAVING A BEARING OF N32°52'30"W.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 - THE SURVEY WAS COMPLETED ON THE 9th DAY OF NOVEMBER, 2009.

JANUARY 5, 2010
DATE

R.D. Miller
R.D. MILLER
ONTARIO LAND SURVEYOR

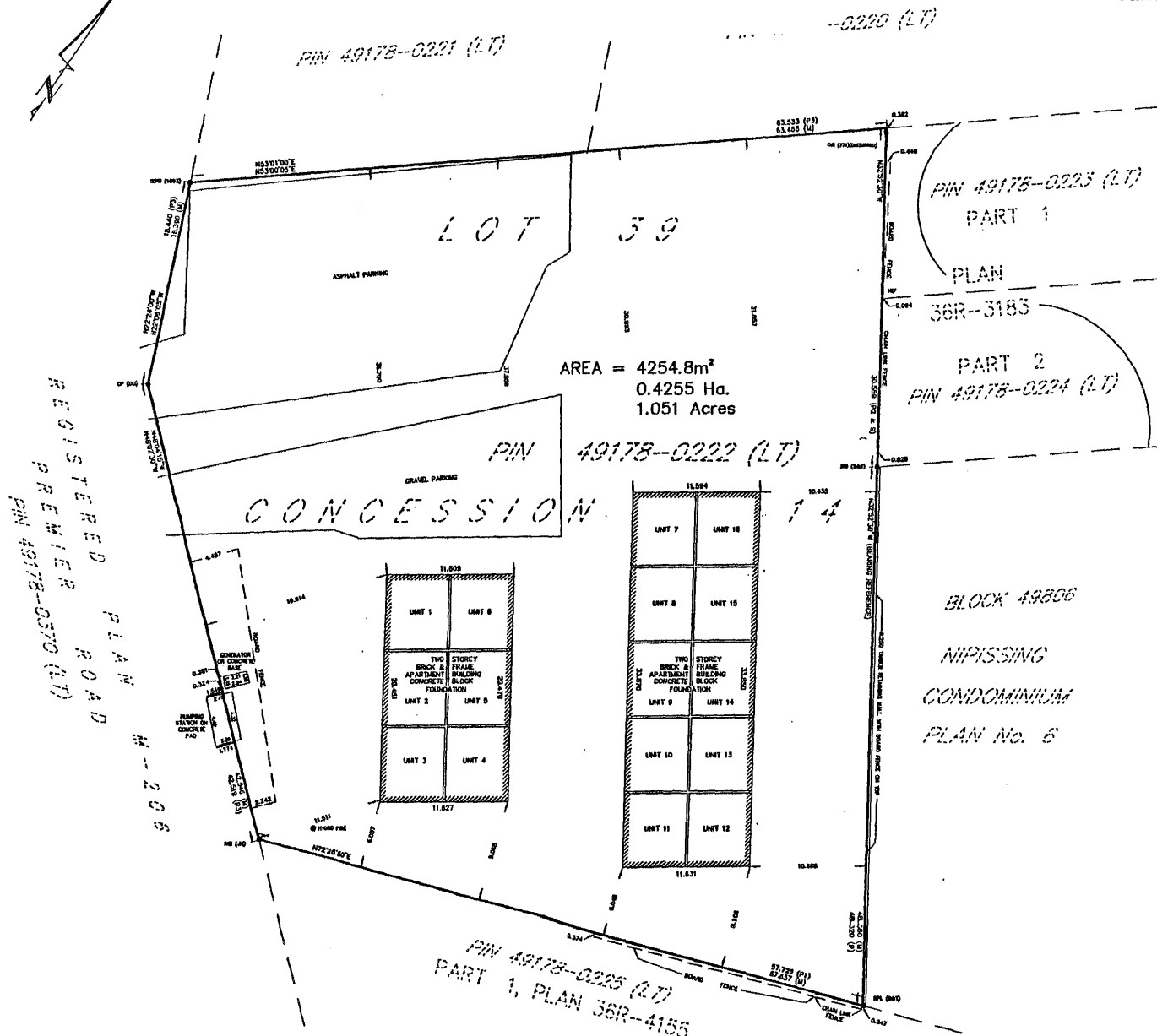
© COPYRIGHT 2010, MILLER & URSO SURVEYING INC.

Miller & Urso Surveying Inc.
Ontario Land Surveyors • Canada Land Surveyors
Planning Consultants

1301 SEMOUR STREET
NORTH BAY, ONT. P1B 6B4

TELEPHONE: (705) 474-1210
FAX: (705) 474-1783

DRAWN BY: C.A.L. FIELD: D.B., J.S., S.M. WORK ORDER No. 3168
CHECKED BY: R.D.M.



INDEX OF SHEETS

- PART 1**
SHEET 1 - PLAN OF SURVEY SHOWING PERIMETER OF LANDS AND BUILDING AND UNITS 1 TO 23 BOTH INCLUSIVE, OF LEVEL 1.
- PART 2**
SHEET 1 - PLAN SHOWING EXTENT AND LOCATION OF EXCLUSIVE USE PAVEMENT PORTIONS AND EXCLUSIVE USE PARKING SPOTS OF COMMON ELEMENTS OF LEVEL 1.
- PART 3**
SHEETS 1 TO 5 - ARCHITECTURAL PLANS OF BUILDING.
- PART 4**
NL - STRUCTURAL PLANS

LEVEL 1
UNITS 1 TO 23 BOTH INCLUSIVE
REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND
TITLES DIVISION OF NIPISSING No. 36 AT _____ O'CLOCK
ON THE _____ DAY OF _____, 2011.

LAND REGISTRAR

PLAN OF SURVEY OF
PART OF LOT 39, CONCESSION 14
TOWNSHIP OF WEST FERRIS
NOW IN THE
CITY OF NORTH BAY
DISTRICT OF NIPISSING

SCALE 1 : 200
MILLER & URSO SURVEYING INC.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT, 1990, THE SURVEYOR'S ACT, THE SURVEYOR'S ACT, AND THE LAND TILES ACT AND THE REGULATIONS MADE THEREUNDER;
 - THE SURVEY WAS COMPLETED ON THE 7th DAY OF APRIL, 2011.
 - THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

JUNE 6, 2011
NORTH BAY, ONTARIO
R. D. MILLER
ONTARIO LAND SURVEYOR
for: MILLER & URSO SURVEYING INC.

DECLARATION REGISTERED AS No. _____

THIS PLAN COMPRISES PART OF PIN 49178-0222 (L1).

SCHEDULE OF APPOINTMENT AND SERVIENT INTERESTS UNDER CLAUSE 6 (1) (a) & (b) OF THE CONDOMINIUM ACT, 1990.

SUBJECT TO (SERVIENT INTERESTS)	PART		DESCRIBED IN	NOTES
	NL	NL		
TOGETHER WITH (APPOINTMENT INTERESTS)	NL	NL	NL	NL

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED ON THIS PLAN HAS BEEN Laid OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.

NORTH BAY THIS _____ DAY OF _____, 2011.

SCOTT M. SHAMAM, PRESIDENT
SARAFINA REAL ESTATE HOLDINGS INC.
I HAVE THE AUTHORITY TO SIGN THE CORPORATION.

EMMA S. SHAMAM, SECRETARY
SARAFINA REAL ESTATE HOLDINGS INC.
I HAVE THE AUTHORITY TO SIGN THE CORPORATION.

NOTES

FOR UNIT BOUNDARIES IN THE VICINITY OF WINDOWS SEE DECLARATION.
ANY UNNUMBERED AREA IS PART OF THE COMMON ELEMENT.
ALL TIES TO BUILDING ARE TAKEN TO EXTERIOR CORNERS AT GRADE AND ARE PERPENDICULAR TO THE EXTERIOR BOUNDARY.

UNIT BOUNDARY DEFINITION

MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE WALLS, DOORS, WINDOWS, FLOORS, AND CEILINGS AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 'C' OF THE DECLARATION.

METRIC

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

LEGEND

- MB - DENOTES FOUND MONUMENT
- TD - DENOTES SET MONUMENT
- SB - DENOTES STANDARD IRON BAR
- SBP - DENOTES SHORT STANDARD IRON BAR
- RB - DENOTES ROUND IRON BAR
- IB - DENOTES IRON BARR
- CP - DENOTES CONCRETE PIN
- S - DENOTES SET
- M - DENOTES MEASURED
- OU - DENOTES ORIGIN UNKNOWN
- NEF - DENOTES NO EVIDENCE FOUND
- TP - DENOTES TYPICAL
- MB - DENOTES MILLER & URSO SURVEYING INC.
- 1863 - DENOTES GOODRICH, WALKER LTD.
- 771 - DENOTES E. J. LACKBRUM, O.L.S.
- 843 - DENOTES SHAWPOW & TAYLOR LIMITED
- JN - DENOTES J. J. NEWLANDS, O.L.S.
- (L1) - DENOTES BASEMENT FLOOR DIMENSIONS
- (G) - DENOTES FIRST FLOOR DIMENSIONS
- (C) - DENOTES SECOND FLOOR DIMENSIONS

_____ DENOTES UNIT BOUNDARIES AND BOUNDARIES OF THE COMMON ELEMENT
_____ DENOTES EXTERIOR FACE OF BUILDING WALLS
_____ DENOTES PROPERTY BOUNDARY

BEARING NOTE

BEARINGS ARE ASTROMONIC AND ARE REFERRED TO THE SOUTHEASTERLY LIMIT OF NIPISSING CONDOMINIUM PLAN No. 4, HAVING A BEARING OF N32°52'30"W.

Miller & Urso Surveying Inc.

Ontario Land Surveyors & Ontario Land Surveyors
Planning Consultants

1501 SEYMOUR STREET
NORTH BAY ON P1B 8G4
DRAWN BY: C. A. LEBEL
CHECKED BY: R. D. MILLER

TEL: (705) 474-1210
FAX: (705) 474-1253
WORK ORDER No. 3168

GRID SCALE CONVERSION

DISTANCES ARE GIVEN AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE CHAINED SCALE FACTOR OF 0.999765

OBSERVED REFERENCE POINTS (ORPS), DERIVED FROM RTK GPS OBSERVATIONS USING THE CAN-NET NETWORK UTM ZONE 17, AND 83 CGCS (2011) COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF 0.8EC218/10

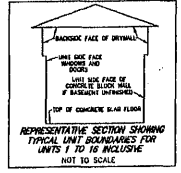
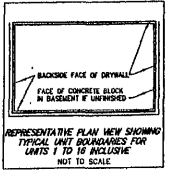
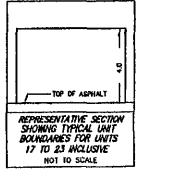
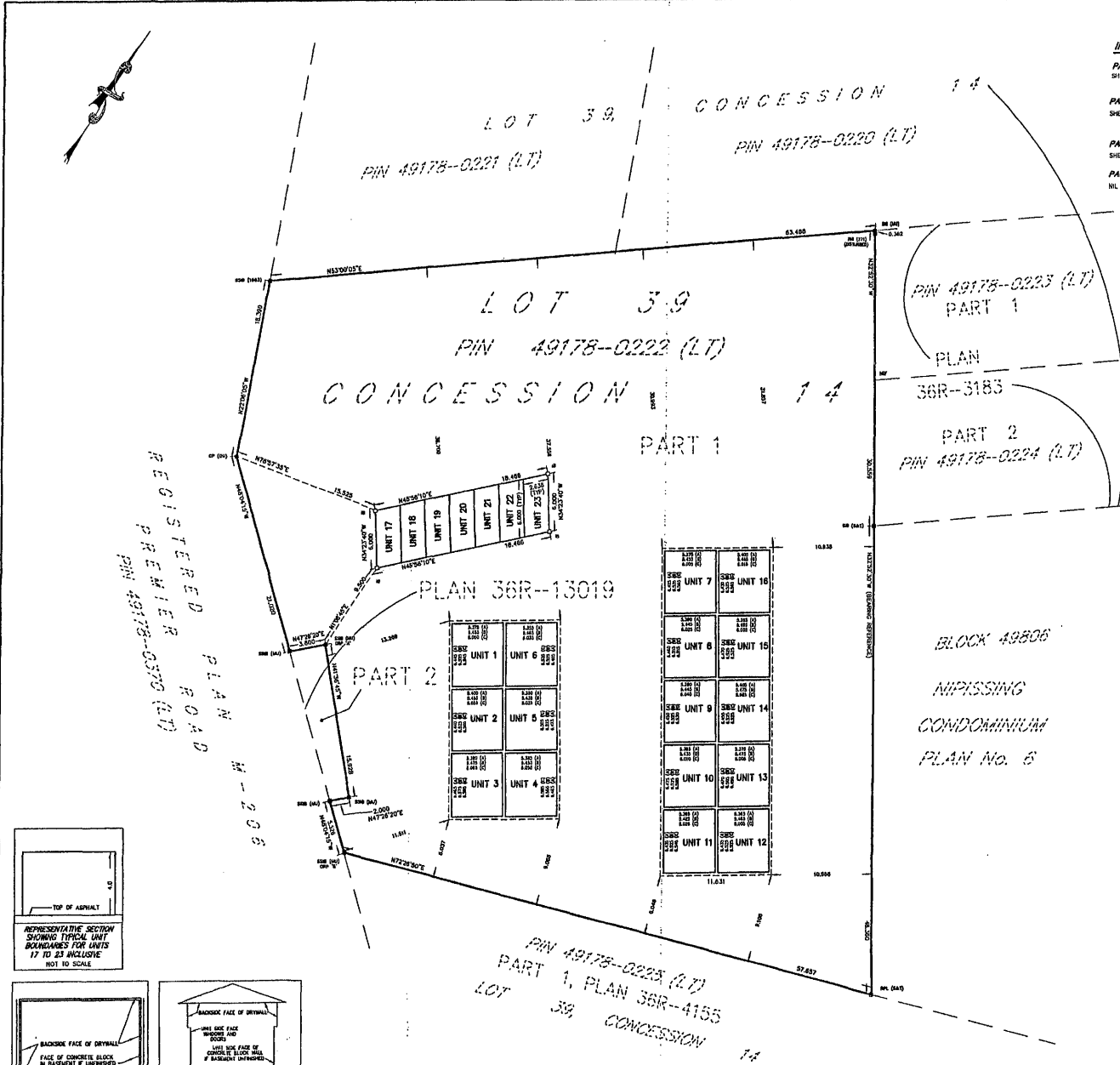
POINT ID	NORTHING	EASTING
ORP 'A'	5123712.20	621118.64
ORP 'B'	5123895.52	621132.19

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

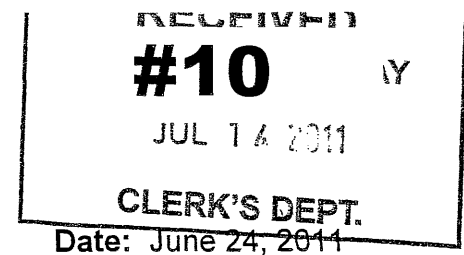
PARTS 1 & 2 APPROVED AND PART 3 EXEMPTED UNDER SECTION 9 OF THE CONDOMINIUM ACT, 1990, AND SECTION 91 OF THE PLANNING ACT, R.S.O. 1990, c. P. 13, AS AMENDED.

THIS _____ DAY OF _____, 2011.

BEVERLY MILLER, MCM, RPP
MANAGER
PLANNING SERVICES
CITY OF NORTH BAY



City of North Bay
Report to Council



Report No: CSBU 2011 – 56

Originator: Steve McArthur, Senior Planner - Current Operations

Subject: Laneway Closure application by Miller & Urso Surveying Inc. on behalf of Ron Fortier & Guy Blanchard to Close a Portion of the Laneway in the Block Bounded by Beattie Street, Browning Street, Maplewood Avenue & Elmwood Avenue - City of North Bay

File No: L07/2011/LANEW/MAPLWOOD/#2011-05

RECOMMENDATIONS

- 1) That the application by Miller & Urso Surveying Inc. on behalf of Ron Fortier & Guy Blanchard to close a portion of the laneway in the block bounded by Beattie Street, Browning Street, Maplewood Avenue and Elmwood Avenue, legally described as Plan No. 94, abutting Lots 44 to 66, and as shown on the attached "Schedule A", be approved;
- 2) That the closure of the laneway be subject to the granting of any required easements; and
- 3) That the Chief Administrative Officer be authorized by Council to initiate normal closure procedures for the subject laneway.

BACKGROUND

Section 34(1) of the Municipal Act 2001 (S.O. 2001, c.25) permits municipalities to pass By-laws for "stopping up any highway or part of a highway".

ANALYSIS / OPTIONS

Attached, please find an application to close a portion of the laneway in the block bounded by Beattie Street, Browning Street, Maplewood Avenue and Elmwood Avenue, legally described as Plan No. 94, abutting Lots 44 to 66, and as shown on the attached "Schedule A".

Notice of this proposed closure was circulated to all parties that may have an interest in this matter with the following comments received:

- 1) Managing Director, Corporate Services – no objection.
- 2) Engineering Department – no objection.
- 3) Director, Parks, Recreation and Leisure Services - no comment.
- 4) Chief Fire Prevention Officer – no objection.
- 5) North Bay-Mattawa Conservation Authority – no objection.
- 6) Bell Canada – *"Upon review of the above noted laneway closure, it has been determined by our local Engineering Department, that Bell Canada requires a transfer of easement over that portion of Laneway, in order to protect our existing facilities. Bell Canada kindly requests that the easement be granted from the City of North Bay prior to the transfer of these lands into private ownership. Please find enclosed the document that should be used for this transaction. We look forward to receipt of the draft documents for our review and approval prior to registration."*

-
- 7) Ministry of Transportation – no comment.
 - 8) Union Gas – no comment.
 - 9) North Bay Hydro – no comment.
 - 10) Planning Services – *“The subject property is designated ‘Residential’ in the Official Plan and zoned ‘Residential Third Density (R3)’ in the City of North Bay’s Zoning By-law No. 28-80. Planning Services staff conducted a site visit in May of 2011 and offer no objection to the proposed laneway closure.”*

No further correspondence was received from any circulated internal department or external agency regarding this matter.

The applicants currently own 223 to 229 Maplewood Avenue, in addition to one (1) vacant parcel of land. 223 Maplewood Avenue, along with the vacant parcel of land, is currently occupied by a parking lot that was previously used by the now closed St. Anges Church. The Owners have recently been approved for a severance through the Committee of Adjustment (File No. B-08-11) to create four (4) lots for the purpose of constructing four (4) semi-detached dwelling units. The section of the laneway identified as Part 5 on the attached Schedule ‘A’ will be divided and transfer accordingly to each newly created lot.

The notice regarding the proposed closure was circulated to all of the property owners that abut the portion of laneway proposed to be closed. Some of the property owners contacted Planning Services with respect to the proposed closure. Based on the site inspection completed by Planning Staff, it appears as though a portion of the laneway abutting 239 Maplewood Avenue is currently occupied by the Applicant and a portion of the laneway abutting 1212 Beattie Street is occupied by an accessory structure (shed). The abutting owners (230 & 240 Elmwood Avenue) have not expressed an interest in participating in this closure process.

It is recommended that the laneway be divided proportionally amongst the participating property owners, being Parts 1 to 6 as shown on Schedule ‘A’ attached hereto, as they have all expressed an interest in acquiring the portion of the laneway abutting their properties and are aware of their requirement to contribute proportionally in all costs associated with the proposed closure.

Option 1:

Do not close the laneway. This option is not recommended because there is no municipal requirement for the subject laneway.

Option 2:

Close the laneway and transfer a portion to each abutting owner as shown on Schedule ‘A’ attached hereto. This option is the recommended option. Each property owner was circulated regarding the proposed closure and some have expressed an interest in acquiring a portion of the laneway.

RECOMMENDED OPTION / FINANCIAL IMPLICATIONS

Option 2 is the recommended option.

Closing the portion of the subject laneway and transferring ownership of the subject lands to the participating owners, as shown on Schedule 'A' attached hereto, with the necessary easements being registered, is appropriate.

All costs associated with the proposed closure including, but not limited to, the application fee, advertising, survey and legal work, shall be borne by the Applicant. The requisite advertising, survey and legal work shall occur to the satisfaction of the City.

Respectfully submitted,



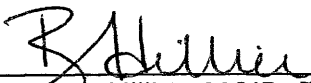
Steve McArthur, MCIP, RPP
Senior Planner, Current Operations

SM/dlb

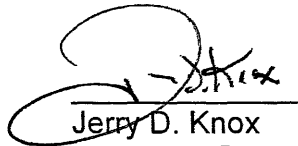
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attach(s) Schedule and Application

We concur with this report and recommendations.



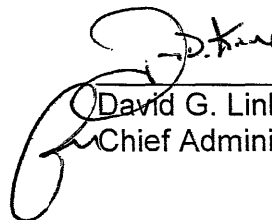
Beverley Hillier, MCIP, RPP
Manager, Planning Services



Jerry D. Knox
Managing Director, Community Services



Peter Leckie
City Solicitor



David G. Linkie
Chief Administrative Officer

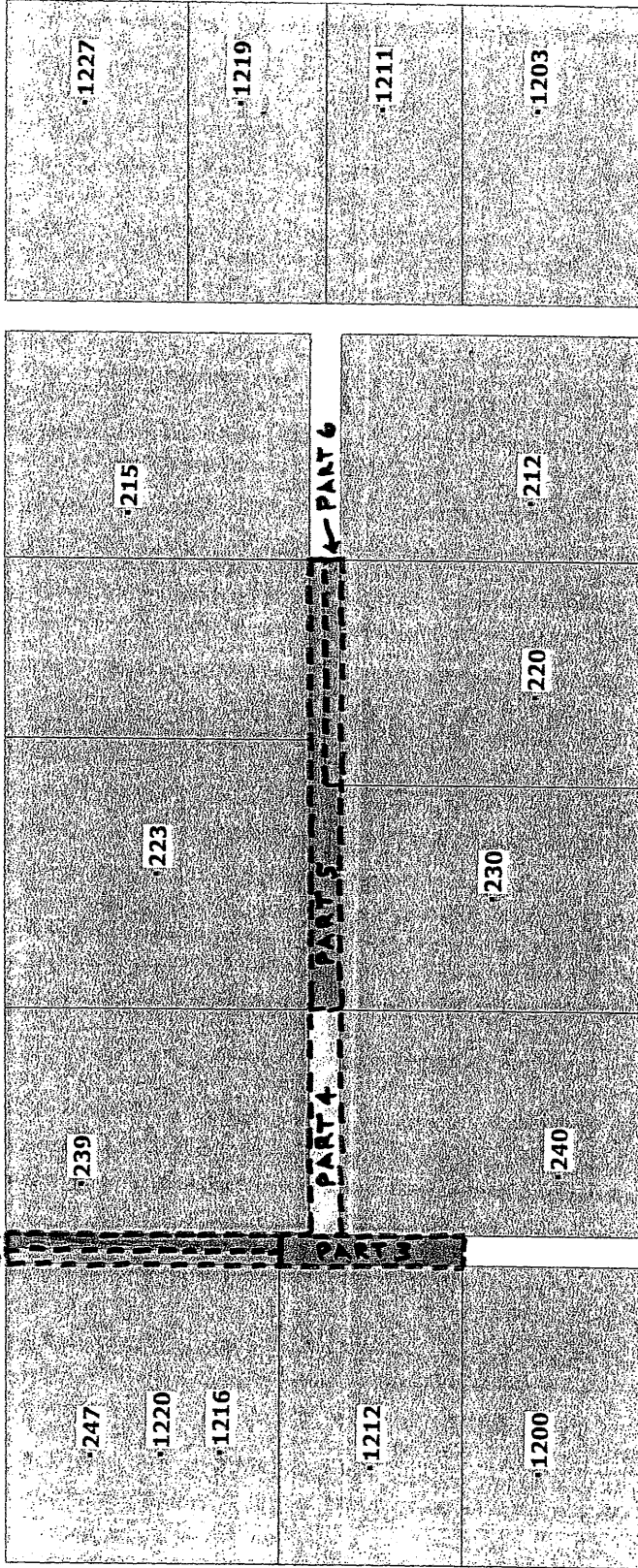
Personnel designated for continuance: Steve McArthur, Senior Planner – Current Operations

SCHEDULE A

MAPLEWOOD-AVE

BROWNING ST

PART 1
PART 2



ELMWOOD-AVE

BEATTIE ST

- PART 1 - TO BE TRANSFERRED TO OWNERS AT 1200 BEATTIE STREET
- PARTS 2, 4 & 5 - TO BE TRANSFERRED TO OWNERS AT 239 AND 223 MAPLEWOOD AVENUE
- PART 3 - TO BE TRANSFERRED TO THE OWNER AT 1212 BEATTIE STREET
- PART 6 - TO BE TRANSFERRED TO THE OWNER AT 220 ELMWOOD AVENUE

AJ.

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-167

**BEING A BY-LAW TO REPEAL
CITY OF NORTH BAY BY-LAW NO. 2011-94
(BEING A BY-LAW TO AUTHORIZE THE
TROUT LAKE CONSTRUCTION PROGRAM)**

WHEREAS Council passed Resolution 2011-499 at its Regular Meeting held on the 4th day of July, 2011, to authorize the repeal of By-Law No. 2011-94, being a by-law to authorize the Trout Lake Road Reconstruction Project (Connaught Avenue to Giroux Street)

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. That the Corporation of the City of North Bay By-Law 2011-94 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL THIS 18th DAY OF JULY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 18TH DAY OF JULY, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD



BY-LAW NO. 2011-168

**A BY-LAW TO AUTHORIZE THE
JOHN STREET CHIPPEWA CREEK
REHABILITATION PROJECT**

WHEREAS the *Municipal Act, 2001* (S.O. 2001, c-25), Section 326 authorizes the Council to pass a by-law for the purposes therein stated;

AND WHEREAS the *Municipal Act, 2001* (S.O. 2001, c-25), Section 401 authorizes the Council to pass a by-law for the purposes herein stated;

AND WHEREAS the Council passed Resolution 2011-499 at its meeting held Monday, July 4, 2011, authorizing the John Street Chippewa Creek Rehabilitation Project, being a 2013 Engineering, Environmental Services and Works Department Capital Budget Line Item 26 (Project No.3300RD), with a net debentured cost of \$565,000.00.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

- 1. That the net expenditure of \$565,000.00 for the John Street Chippewa Creek Rehabilitation Project be hereby authorized as follows:

Construction Costs – Project No. 3300RD	\$1,130,000.00
Less Water Erosion Control Infrastructure	
Funding from the North Bay-Mattawa	
Conservation Authority	(\$565,000.00)
 Net Amount to be Debentured	 \$ 565,000.00

- 2. That the Treasurer of the City of North Bay is hereby authorized to borrow from time to time from any bank or person by way of promissory note or notes temporary advances of money to meet the cost of work as aforesaid pending the completion thereof and pending the issue and sale of the debentures hereinafter referred to but in no event shall the aggregate of such borrowings exceed the amount of \$565,000.00 limited in this by-law.
- 3. Any promissory note or notes issued pursuant to paragraph 2 hereof shall be sealed with the seal of The Corporation of the City of North Bay and signed by the Mayor or Deputy Mayor and the Treasurer of the City of North Bay.
- 4. That the debentures to be issued to pay for the cost of such work shall bear interest at such rate as the Council may determine and shall be made payable within ten (10) years.

READ A FIRST TIME IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 18TH DAY OF JULY, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-169

**A BY-LAW TO AMEND BY-LAW 2011-83
BEING A BY-LAW TO AUTHORIZE THE
RECONSTRUCTION OF MAIN STREET
(SHERBROOKE STREET TO OVERPASS)**

WHEREAS the *Municipal Act, 2001* (S.O. 2001, c-25), Section 326 authorizes the Council to pass a by-law for the purposes therein stated;

AND WHEREAS the *Municipal Act, 2001* (S.O. 2001, c-25), Section 401 authorizes the Council to pass a by-law for the purposes herein stated;

AND WHEREAS the Council passed Resolution 2011-502 at its meeting held Monday, July 4, 2011, to amend City of North Bay By-Law 2011-83 to reflect the inclusion of the 2012 Main Street Reconstruction Capital Project;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. That paragraph 1 of By-Law 2011-83 is hereby deleted and the following inserted in lieu thereof:

"1. That the net expenditure of \$4,700,000.00 for the Reconstruction of Main Street East be hereby authorized as follows:

Construction Costs – Project 3105RD	\$2,565,000.00
Construction Costs – Project 3105SS/WW	\$1,900,000.00
Financing Costs	<u>235,000.00</u>
Net Amount to be Debentured	\$4,700,000.00"

2. That paragraph 2 of By-Law 2011-83 is hereby deleted and the following inserted in lieu thereof:

"2. That the Treasurer of the City of North Bay is hereby authorized to borrow from time to time from any bank or person by way of promissory note or notes temporary advances of money to meet the cost of work as aforesaid pending the completion thereof and pending the issue and sale of the debentures hereinafter referred to but in no event shall the aggregate of such borrowings exceed the amount of \$4,700,000.00 limited in this by-law."

3. That paragraph 4 of By-Law 2011-83 is hereby deleted and the following inserted in lieu thereof:

"4. That the cost of the works in the amount of \$2,000,000.00 (Project No. 3105SS/WW - \$1,900,000.00 + \$100,000.00 Financing Costs) be funded first from the water and sanitary sewer rates, and if required the balance be funded by debentures to be issued to pay for the cost of such work."

AZ

READ A FIRST TIME IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 18TH DAY OF JULY, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

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THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-150

**BEING A BY-LAW TO STOP UP, CLOSE AND CONVEY
A PORTION OF THE LANEWAY LOCATED IN A BLOCK BOUNDED BY
LAKESHORE DRIVE, MACDONALD AVENUE,
LEE AVENUE AND CHARLES STREET
IN THE CITY OF NORTH BAY**

WHEREAS it is deemed expedient and in the interest of The Corporation of the City of North Bay that part of the laneway abutting Lots 151, 152, 153, 160, 161 and 162, Plan 83 be closed, stopped up and sold to the abutting owners;

AND WHEREAS by Resolution No. 2006-60 passed on the 30th day of January, 2006, Council approved the closure of the laneway;

AND WHEREAS the laneway abutting Lots 151, 152, 153, 160, 161 and 162, Plan 83 is hereby declared to be surplus;

AND WHEREAS notice of this by-law was published once a week for two consecutive weeks in the North Bay Nugget, published in the City of North Bay;

AND WHEREAS no person has claimed that his lands will be prejudicially affected by the passing of this by-law nor applied to be heard in person or by his counsel, solicitor, or agent, the Council of the City nor a Committee of said Council;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. That certain part of the laneway abutting Lots 151, 152, 153, 160, 161 and 162, Plan 83 designated as Part 1 on Reference Plan 36R-12886 is hereby closed, stopped up and conveyed.
2. The City shall transfer Part 1, Plan 36R-12886 to the owners of the lands abutting on the Lakeshore Drive side of the lane, their successors or assigns, subject to the prior receipt of a Transfer of a ten (10) foot wide strip of land designated as Part 2 on Reference Plan 36R-12886 to The Corporation of the City of North Bay for the purpose of a road widening along Lakeshore Drive.
3. This by-law comes into force and effect upon a certified copy of the by-law being registered in the Land Titles Office for the District of Nipissing.
4. This by-law comes into force and effect upon a certified copy of the by-law being registered in the Land Titles Office for the District of Nipissing.

READ A FIRST TIME IN OPEN COUNCIL THE 4TH DAY OF JULY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THE 4TH DAY OF JULY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THE 18TH DAY OF JULY, 2011.

AK

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-152

**BEING A BY-LAW TO STOP UP, CLOSE AND CONVEY
A PORTION OF THE WATER STREET ROAD ALLOWANCE, PLAN M-149
IN THE CITY OF NORTH BAY**

WHEREAS it is deemed expedient and in the interest of The Corporation of the City of North Bay that part of the Water Street Road Allowance, Plan M-149 abutting Lots 21, 22 and 23, Plan M-161, and Lots 75 and 76, Plan M-161, and by Lots 980, 981 and 982, Plan M-165 be closed, stopped up and sold to the abutting owner;

AND WHEREAS by Clause 2 of General Government Committee Report No. 2011-11 passed by Council on the 3rd day of May, 2011, Council approved the closure of the Water Street Road Allowance, Plan M-149 abutting Lots 21, 22 and 23, Plan M-161, and Lots 75 and 76, Plan M-161, and by Lots 980, 981 and 982, Plan M-165;

AND WHEREAS the Water Street Road Allowance, Plan M-149 abutting Lots 21, 22 and 23, Plan M-161, and Lots 75 and 76, Plan M-161, and by Lots 980, 981 and 982, Plan M-165 is hereby declared to be surplus;

AND WHEREAS notice of this by-law was published once a week for two consecutive weeks in the North Bay Nugget, published in the City of North Bay;

AND WHEREAS no person has claimed that his lands will be prejudicially affected by the passing of this by-law nor applied to be heard in person or by his counsel, solicitor, or agent, the Council of the City nor a Committee of said Council;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. That certain part of the Water Street Road Allowance, Plan M-149 abutting Lots 21, 22 and 23, Plan M-161, and Lots 75 and 76, Plan M-161, and by Lots 980, 981 and 982, Plan M-165 designated as Part 1 on Reference Plan 36R-13001 is hereby closed, stopped up and conveyed.
2. The City shall transfer Part 1, Plan 36R-13001 to the owners of the lands abutting thereon, their successors or assigns.
3. This by-law comes into force and effect upon a certified copy of the by-law being registered in the Land Titles Office for the District of Nipissing.

READ A FIRST TIME IN OPEN COUNCIL THE 20TH DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THE 20TH DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THE 18TH DAY OF JULY, 2011.



MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-171

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH OTTAWA VALLEY RAILWAY, OPERATED BY RAILINK CANADA LTD. RELATING TO TEMPORARY PUBLIC PEDESTRIAN CROSSING AND SERVICE VEHICLE ROAD ACCESS

WHEREAS the Agreement with Ottawa Valley Railway, operated by RailLink Canada Ltd. for temporary public pedestrian crossing and service vehicle road access from July 29, 2011 to August 1, 2011 was approved by Resolution No. 2011-____ passed by Council on the 18th day of July, 2011;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. That The Corporation of the City of North Bay enter into an Agreement dated the 19th day of July, 2011 with Ottawa Valley Railway, operated by RailLink Canada Ltd. relating to temporary public pedestrian crossing and service vehicle road access.
2. That the Mayor and Clerk of The Corporation of the City of North Bay are hereby authorized to execute that certain Agreement between The Corporation of the City of North Bay and Ottawa Valley Railway, operated by RailLink Canada Ltd. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 18TH DAY OF JULY, 2011.



MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-170

**BEING A BY-LAW TO FORMALLY RECOGNIZE THAT
PART OF THE MCKEOWN AVENUE ROAD ALLOWANCE TO
WHICH THE CITY DOES NOT HAVE PAPER TITLE**

WHEREAS the Council of The Corporation of the City of North Bay has jurisdiction over all highways and bridges within the municipality except where jurisdiction over them is expressly conferred to another council in accordance with s. 263 of the *Municipal Act*, R.S.O. 1990, c.M.45 as amended;

AND WHEREAS the Council of The Corporation of the City of North Bay may pass a by-law for establishing and laying out highways pursuant to s. 297 of the *Municipal Act*, R.S.O. 1990, c.M.45 as amended;

AND WHEREAS it is deemed desirable to confirm the streets and roads within the jurisdiction of The Corporation of the City of North Bay which are maintained by The Corporation of the City of North Bay prior to the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, coming into force on January 1, 2003;

AND WHEREAS Resolution No. 2011-481, passed by Council at its meeting held June 20th, 2011; authorized that the portion of the McKeown Avenue Road Allowance designated as in front of the vacant lands to the west of the Canadian Tire store, in that Part of McKeown Avenue, Plan M-153 in the name of the Estate of Aileen McKeown as in PIN NO. 49130-0124, Part 5, Plan 36R-9675, as described in PIN NO. 49158-0313, and PIN NO. 49158-0314 are owned by the City, but not registered as such and Part of the North ½ Lot 21, Con. C, as described in PIN No. 49158-0315 is in the names of Herbert Brown and Benjamin Herman be formally recognized.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. That The Corporation of the City of North Bay accept transfers of the McKeown Avenue road allowance in front of the vacant lands to the west of the Canadian Tire store, in that Part of McKeown Avenue, Plan M-153 in the name of the Estate of Aileen McKeown as in PIN NO. 49130-0124, Part 5, Plan 36R-9675, as described in PIN NO. 49158-0313, and PIN NO. 49158-0314 are owned by the City, but not registered as such and Part of the North ½ Lot 21, Con. C, as described in PIN NO. 49158-0315 is in the names of Herbert Brown and Benjamin Herman.
2. That the subject lands are hereby acknowledged as a highway for use as a public highway to be maintained by The Corporation of the City of North Bay.
3. This by-law comes into effect upon being passed.

READ A FIRST TIME IN OPEN COUNCIL THE 18TH DAY OF JULY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THE 18TH DAY OF JULY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 18TH DAY OF JULY, 2011.

AS

MAYOR ALLAN MCDONALD

CITY CLERK CATHERINE CONRAD

MOTION

North Bay, Ontario July 18, 2011

Subject: Go Transit Refurbishment Program

File No. T10/2011/ONTC/GOTRANSIT

Res. No. 2011-_____

Moved by Councillor: Anthony _____

Seconded by Councillor: Maroosis _____

WHEREAS the firm recently announced as a first choice by Metrolinx to refurbish GO TRAIN units has been announced as being "sold";

AND WHEREAS CAD RAILWAYS' status as a company in transition adds further uncertainty to the viability of switching the GO TRAIN refurbishment contract from Ontario-based ONTC to the Quebec-based firm;

BE IT THEREFORE RESOLVED THAT the Premier of Ontario again be urged to reverse this decision;

AND FURTHER THAT a copy of this resolution be sent to all affected Northern Ontario communities; Association of Municipalities of Ontario; the Federation of Northern Ontario Municipalities; Premier Dalton McGuinty; Hon. Michael Gravelle, Minister of Northern Development, Mines and Forestry; Hon. Monique Smith, MPP Nipissing; Hon. Kathleen Wynn, Minister of Transportation; Leaders of the Opposition; the Leaders of all other Provincial parties; Metrolinx, the City of Toronto and the District Municipalities.

Carried

Carried as amended

Lost

Conflict _____

Endorsement of Chair _____

Record of Vote (*Upon Request of Councillor* _____)

Signature of Clerk _____

ADDENDUM

**TO THE MEETING OF
JULY 18TH, 2011**

MOTIONS:

Councillor Mendicino re Go Transit Refurbishment Program

MOTION

North Bay, Ontario July 18, 2011

Subject: GO TRANSIT REFURBISHMENT PROGRAM

File No. T10/2011/ONTC/GOTRANSIT

Res. No. 2011-

Moved by Councillor: MENDICINO

Seconded by Councillor: BAIN

WHEREAS under the Ontario Ministry of Finance's Supply Chain Code of Ethics it states, "contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money";

BE IT THEREFORE RESOLVED that the Council of The Corporation of the City of North Bay direct the Mayor to write a letter to the Provincial Auditor General requesting that the contract between Metrolinx and CAD be reviewed to determine if the Province followed its own procurement policies.

Carried

Carried as amended

Lost

Conflict _____ Endorsement of Chair _____

Record of Vote (*Upon Request of Councillor* _____)

Yeas	_____	_____	Nays	_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____

Signature of Clerk _____