



Council

Agenda

Regular Meeting of Council
June 6, 2011
at 7:00 p.m.

MEETINGS

**FOR THE WEEK OF
JUNE 6TH, 2011**

Monday, June 6, 2011

5:00 p.m.

Special Closed Meeting of Council
Council will adjourn in-camera
for training and educational
purposes
5th Floor Boardroom

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, JUNE 6TH, 2011**

PUBLIC PRESENTATIONS:

PUBLIC MEETING MINUTES:

Monday, May 16, 2011

Tuesday, May 24, 2011

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

Tuesday, May 24, 2011

COMMITTEE REPORTS:

General Government Committee Report No. 2011-15

Community Services Committee Report No. 2011-14

CORRESPONDENCE:

1. Report from M.B. Burke dated May 20, 2011 re Set Fines and Short Form Wordings for Amending Smoking By-Law No. 2011-106 (C00/2011/BYLAW/SMOKING).
2. Report from M.B. Burke dated May 25, 2011 re Revised Set Fines and Short Form Wordings for On and Off Street Parking for Disabled Persons By-Law No. 2007-89 (C00/2011/BYLAW/PARLO).
3. Memo from B. Hillier dated May 30, 2011 re Plan of Subdivision application - North Bay Jack Garland Airport (D12/2009/NBJGA/INBUSPK).
4. Report from D. Carvell dated May 27, 2011 re Governance Agreement for the Joint Procurement of Transit Buses (F05/2011/TRANS/6033TR).
5. Report from M. Karpenko dated June 1, 2011 re Tender No. 2011-54, West Ferris Arena washroom upgrades (F05/2011/ARENA/6017RF).
6. Report from A. Lang dated May 27, 2011 re Tender No. 2011-44, Supply of tandem dump truck (F05/2011/PUBWO/6002SSWS).
7. Report from A. Lang dated May 27, 2011 re Tender No. 2011-45, Supply of 4x4 dump/plow truck (F05/2011/ROADS/6002RD).
8. Report from A. Lang dated May 27, 2011 re Tender 2011-47, Supply of trackless municipal tractor (F05/2011/ROADS/6002RD).

9. Report from A. Lang dated May 27, 2011 re Tender No. 2011-57, Supply of 4x4 all wheel drive sport utility vehicles (F05/2011/PUBWO/6002SSWS).
10. Report from A. Lang dated May 27, 2011 re Tender No. 2011-58, Supply of pick-up truck, 4 wheel drive extended cab, complete with plow (F05/2011/PUBWO/6002SSWS).
11. Report from A. Lang dated May 31, 2011 re Tender No. 2011-41, Supply of waterworks, manhole & sewer supplies (F18/2011/TENDE/GENERAL).
12. Report from A. Lang dated May 31, 2011 re Tender No. 2011-51, Supply and placement of plant cold recycled asphalt pavement on various City roads (F05/2011/PUBWO/6002SSWS).
13. Report from A. Lang dated May 27, 2011 re Tender No. 2011-49, Supply of tandem truck with dump body, snow plow and hydraulic system (F05/2011/ROADS/6002RD).
14. Report from A. Lang dated May 27, 2011 re Tender No. 2011-48, Supply of S2400 Igloo E-poke (F05/2011/ROADS/6002RD).
15. Report from R. Mimee / D. Carvell dated June 1, 2011 re 2010-2011 Dedicated Gas Tax Funds for Public Transportation Program (L04/0211/MTO/GASTAX).
16. Report from M. Karpenko dated May 30, 2011 re Tender No. 2011-07, Supply of aggregate materials (F18/2011/TENDE/GENERAL).
17. Report from M. Karpenko dated May 30, 2011 re 2010 Consolidated Financial Statements (F10/2011/FINST/GENERAL).

BY-LAWS FOR CONSIDERATION:

General Government - First, second and third readings:

By-Law No. 2011-136 to provide an exemption from Municipal Taxation for Veterans' Organizations within the City of North Bay.

By-Law No. 2011-137 to amend By-Law No. 2011-123 (being a by-law to authorize user fees for City Departments - Athletic Fields).

By-Law No. 2011-142 to execute an Agreement with Nipissing First Nation relating to Fire Protection Services for residential, commercial and industrial properties.

By-Law No. 2011-143 to execute an Agreement with Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation relating to Dedicated Gas Tax Funds for Public Transportation Program.

General Government - Third reading:

By-Law No. 2011-122 to stop up, close and convey a portion of the laneway in a block bounded by Greenwood Avenue, Browning Street, Norwood Avenue and Algonquin Avenue.

Community Services - First, second and third readings:

By-Law No. 2011-141 to execute an Agreement with Nipissing University relating to transit services.

By-Law No. 2011-144 to execute a Governance Agreement with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation relating to joint procurement of transit buses.

Engineering & Works - First, second and third readings:

By-Law No. 2011-140 to amend Traffic & Parking By-Law No. 2002-001 (Schedule 10 - Speed Limits).

By-Law No. 2011-145 to execute an Agreement with Robert Roy and Yves Roy, operating as Camrock Crushing relating to the crushing of reclaimed asphalt pavement.

MOTIONS:

MOTION TO ADJOURN IN-CAMERA:

IN-CAMERA CORRESPONDENCE:

18. ***Confidential*** report from D.G. Linkie dated May 24, 2011 re Personnel matter.
19. ***Confidential*** report from M.B. Burke dated May 31, 2011 re Property matter.
20. ***Confidential*** report from M.B. Burke dated May 31, 2011 re Property matter.
21. ***Confidential*** report from S. McArthur dated May 31, 2011 re Property matter.

MOTION TO RECONVENE:

MOTION FOR RECONSIDERATION:

GIVING NOTICE:

ADJOURNMENT:

GENERAL GOVERNMENT COMMITTEE REPORT NO. 2011-15

June 6, 2011

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

Your Worship and Councillors:

The General Government Committee presents Report No. 2011-15 and recommends:

1. WHEREAS By-Law No 2007-218, being the Procedural By-Law for the City of North Bay, is intended among other matters to prescribe rules for the orderly conduct of meetings of City Council;

AND WHEREAS Article 36.1 subsections (a) to (d) inclusive are unclear as to their purpose and application and further contradict the standing practice of Council;

AND WHEREAS Article 18.1 subsection (a) of By-Law No. 2007-218 states "It is the duty of Councillors to attend all meetings of Council, and to prepare for meetings, including reviewing the agenda and background information prior to the meeting;

AND WHEREAS the time for debate, discussion, and questions is prior to the Presiding Officer calling the vote;

AND WHEREAS Section 37 of the Procedural By-Law does not make provision for Questions and Enquiries;

BE IT THEREFORE RESOLVED THAT staff be required to review By-Law No. 2007-218 to determine if any further housekeeping items need to be addressed;

AND FURTHER THAT By-Law No. 2007-218 be hereby amended by deleting Article 36.1 subsections (a) to (d) inclusively and further by re-lettering existing subsections 36.1 (e) and (f) to new subsections 36.1(a) and (b) respectively;

AND FURTHER THAT the standing agenda for Council meetings be amended by removing the heading "Questions and Enquiries" as contained therein.

All of which is respectfully submitted.

	ASSENTS	DISSENTS
CHIRICO (CHAIRMAN)	_____	_____
KOZIOL	_____	_____
ANTHONY	_____	_____
MAROOSIS	_____	_____
MAYOR McDONALD	_____	_____

COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-14

June 6, 2011

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-14 and recommends:

1. That a) the City of North Bay User Fee By-Law be amended to include an increase in the current Capital Reserve Fund (CRF) fee of \$10.00 per hour which is applicable to the use of all sport fields. The fee increase is to be implemented through a staged process over three (3) years beginning in 2011 as follows:

2011	increase of \$2.00 per hour for a total of \$4.00 per hour;
2012	increase of \$4.00 per hour for a total of \$8.00 per hour;
2013	increase of \$4.00 per hour for a total of \$12.00 per hour; and
2014	a total of \$12 per hour.

Harmonized Sales Tax (HST) of 13% is applicable to these fees;

- b) the City of North Bay User Fee By-Law be amended to include 2011 field rates for the Steve Omischl Sports Complex fields as follows:

Artificial turf, soccer/football athletic fields	\$35.40/hr unlit	\$39.82/hr lit;
Natural turf, ball fields and soccer/football athletic fields	\$25.00/hr unlit	\$30.00/hr lit.

Harmonized Sales Tax (HST) of 13% is applicable to these fees; and

- c) the amendment to the City of North Bay's User Fee By-Law be presented for three (3) readings at the next Regular Meeting of Council."

All of which is respectfully submitted.

	ASSENTS	DISSENTS
LAWLOR (CHAIRMAN)	_____	_____
MENDICINO	_____	_____
VAILLANCOURT	_____	_____
MAYOR McDONALD	_____	_____

**MINUTES OF THE REGULAR MEETING
OF CITY COUNCIL
HELD MONDAY, MAY 16TH, 2011**

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

PUBLIC PRESENTATION:

Bill Wilkins/Howe Saunders re Legion Branch No. 23 – Tax Relief
Zel Artan re Community Garden/Illegal Dumping

CORRESPONDENCE:

J.C. Etches re Trapping Rights – Lavase River (353)

REPORTS FROM OFFICERS:

Burke, M. re Trapping Rights – Lavase River (353)
Burke, M. re Re-opening of Patton Street (354)
Burke, M. re Le Bon Marché Outdoor Summer Patio –
130 Main Street West (363)
Burke, M. re Waterfront Convention Centre Proposal (378)
Burke, M. re The Gathering Place – Garden Plot (379)
Carvell, D. re Accessibility Awareness Week Celebration
& Transit Promotional Initiative (362)
Linkie, D. re Waiving of Development Charges & Portion
of Municipal Taxes – Canadore College
New Student Residence (355)
McArthur, S. re Rezoning application – Nipissing-Parry
Sound Catholic District School Board –
1140 Front Street (357)
McArthur, S. re Designation of Site Plan Control Area –
Francis Street (361)
Rochefort, L. re Reduction, Cancellation & Refund of Taxes (358)
Rochefort, L. re Reduction, Cancellation & Refund of Taxes (359)
Rochefort, L. re Tax Capping Policy (360)
Scully, L. re Set Fines & Short Form Wordings –
“Pedestrian Obstruct Highway” (356)

Res. #2011-344: Moved by Councillor Chirico, seconded by Councillor Maroosis
That the Council of the City of North Bay waive the municipal portion of
Tax Assessment for Legion Branch 23, 406 Squadron & West Ferris
Legion, Branch 599 pursuant to Section 6.1 of the *Assessment Act*.

Councillor Vrebosch-Merry declared a conflict as her family is employed occasionally by the Legion.

“CARRIED”

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

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

Nays: Nil

Res. #2011-345a: Moved by Councillor Vaillancourt, seconded by Councillor Mendicino
That minutes for the public meetings held on:

- Tuesday, May 3, 2011; and
- Monday, May 9, 2011

be adopted as presented.

“CARRIED”

Res. #2011-345b: Moved by Councillor Vaillancourt, seconded by Councillor Bain
That minutes for the closed meeting held on:

- Tuesday, May 3, 2011

be adopted as presented.

“CARRIED”

Res. #2011-346: Moved by Councillor Chirico, seconded by Councillor Koziol
That General Government Committee Report No. 2011-13 relating to:

- User Fees for Open Air Burning

be adopted as presented.

“CARRIED”

GENERAL GOVERNMENT COMMITTEE REPORT NO. 2011-13

May 16, 2011

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

Your Worship and Councillors:

The General Government Committee presents Report No. 2011-13 and recommends:

1. That
 - a) the draft by-law attached as Schedule “A” to Report to Council CORP 2010-150 from Lauren M. Scully to regulate Open Air Burning in the City of North Bay be presented to Council for three (3) readings; and
 - b) By-Law No. 2007-116, being a by-law to authorize user fees for North Bay Fire and Emergency Services be amended to include a fee of \$410 per fire truck for the first hour and \$205 for each additional half hour for a response by the North Bay Fire and Emergency Services Department, to an open air burn without a permit or that is otherwise not in compliance with the by-law, as attached to Schedule “B” to Report to Council CORP 2010-150 from Lauren M. Scully.

All of which is respectfully submitted.

ASSENTS
CHIRICO
KOZIOL
ANTHONY
MAROOSIS
McDONALD

DISSENTS

Res. #2011-347: Moved by Councillor Chirico, seconded by Councillor Koziol
That General Government Committee Report No. 2011-14 relating to:

- User Fees for Various City Departments and North Bay Fire & Emergency Services

be adopted as presented.

"CARRIED"

GENERAL GOVERNMENT COMMITTEE REPORT NO. 2011-14

May 16, 2011

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

Your Worship and Councillors:

The General Government Committee presents Report No. 2011-14 and recommends:

1. That Council authorize the City Clerk to amend the user fees charged by various City Departments (By-Law No. 2007-115), (save and except user fees for the Steve Omischl Sports Complex and Capital Reserve Fees for athletic fields), and by the North Bay Fire & Emergency Services Department (By-Law No. 2007-116), effective June 1, 2011 as outlined in Report to Council CORP 2011-54 dated March 28, 2011.

All of which is respectfully submitted.

ASSENTS
CHIRICO
KOZIOL
ANTHONY
MAROOSIS
McDONALD

DISSENTS

Res. #2011-348: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That Community Services Committee Report No. 2011-10 relating to:

- User Fee for Variance to Sign By-Law

be adopted as presented.

Mayor McDonald declared a conflict of interest as one of his teams sells sign space.

"CARRIED"

COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-10

May 16, 2011

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-10 and recommends:

1. That Council confirms the user fee increase for a variance to the Sign By-Law as adopted by Community Services Committee Report No. 2010-06, passed by Council on Monday, March 22, 2010.

All of which is respectfully submitted.

ASSENTS
LAWLOR
MENDICINO
VAILLANCOURT

DISSENTS

Res. #2011-349: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That Community Services Committee Report No. 2011-11 relating to:

- Plan of Subdivision – 2221864 Ontario Inc. - 482 Lakeshore Drive
be adopted as presented.

“CARRIED”

COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-11

May 16, 2011

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-11 and recommends:

1. That a) the proposed Plan of Subdivision (8 Lots, File #48T-11108) by Miller & Urso Surveying Inc., on behalf of 2221864 Ontario Inc., for Concession 16, Lot 40, Reference Plan 36R-4704, Part 2, PIN 49174-0060(LT) and 49174-0040(LT) in the former Township of West Ferris, be given Draft Approval subject to the conditions in Appendix “A” to the Planning Report prepared by Steve McArthur dated February 2, 2011; and
 - b) the Owner(s) enter into a Subdivision Agreement with the City of North Bay prior to site development to address lot grading, storm water management, buffer areas, sediment/erosion control, general drainage considerations, and parkland dedication.

All of which is respectfully submitted.

ASSENTS
LAWLOR
MENDICINO
VAILLANCOURT
McDONALD

DISSENTS

Res. #2011-350: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That Community Services Committee Report No. 2011-12 relating to:

- Rental Housing Licensing Report
be adopted as presented.

Councillor Koziol declared a conflict of interest as she is in the property management business.

“CARRIED”

COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-12

May 16, 2011

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-12 and recommends:

- 1. That a) Council receive Report to Council CORP 2011-48 dated May 5, 2011 from Michael Burke, being the Supplementary Rental Housing Licensing Report; and
 - b) the City Clerk be directed to schedule a Public Meeting.

All of which is respectfully submitted.

ASSENTS
 LAWLOR
 MENDICINO
 VAILLANCOURT
 McDONALD

DISSENTS

Res. #2011-351: Moved by Councillor Lawlor, seconded by Councillor Mendicino That Community Services Committee Report No. 2011-13 relating to:

- User Fee for Waterfront Marina

be adopted as presented.

"CARRIED"

COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-13

May 16, 2011

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-13 and recommends:

- 1. That a) User Fee By-Law No. 2007-115 be amended to increase Marina rates to provide licensed Security Guard services by the following amounts:

Seasonal tenant	\$50.00
Monthly tenant	\$20.00
Weekly tenant	\$12.00
Daily tenant	\$ 1.00; and

- b) User Fee By-Law No. 2007-115 be amended to include a 3% increase to the 2010 established rates.

All of which is respectfully submitted.

ASSENTS
 LAWLOR
 MENDICINO
 VAILLANCOURT
 McDONALD

DISSENTS

Res. #2011-352: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne That Engineering & Works Committee Report No. 2011-03 relating to:

- Waste Management User Fees

be adopted as presented.

"CARRIED"

ENGINEERING & WORKS COMMITTEE REPORT NO. 2011-03

May 16, 2011

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

Your Worship and Councillors:

The Engineering & Works Committee presents Report No. 2011-03 and recommends:

1. That a) City Council approve the increase in tipping fees for solid waste from the industrial, commercial and institutional sources to \$75.00 per metric tonne effective June 1, 2011; and
- b) other Waste Management User Fees remain the same and are stated for the public record.

All of which is respectfully submitted.

ASSENTS
VREBOSCH-MERRY
MAYNE
BAIN
McDONALD

DISSENTS

Res. #2011-353: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council renew the permission for J.C. Etches to have exclusive trapping rights for the area known as the south side of the Lavase River, for a three (3) year period commencing June 1, 2011, subject to the receipt of proof of insurance satisfactory to the City Solicitor.

"CARRIED"

Res. #2011-354: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That Council authorize a By-Law to alter Patton Street by re-opening the Patton Street extension to Station Road near the Station and to accept a transfer of Part 1 on Plan 36R-8621 from Daymis Properties Inc., for \$1.00.

"CARRIED"

Res. #2011-355: Moved by Councillor Chirico, seconded by Councillor Anthony
That 1) City Council approve the request from Canadore College to exempt the proposed new 6 storey student residence from development charges;

- 2) Council further agree to rebate the municipal portion of the property taxes provided the building continues to be used for college or university housing; and
- 3) the Mayor and City Clerk be authorized to enter into an Agreement with Canadore College and Campus Living Centres to waive the development charges and rebate the municipal portion of the property taxes as contemplated in Report to Council CAO 2011-03.

Councillor Koziol declared a conflict of interest as she is the property management business.

"CARRIED"

Res. #2011-356: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council authorize an application for approval of a set fine and short form wording for the new offence contrary to Traffic and Parking By-Law No. 2002-01 of "Pedestrian obstruct highway" as set out in Schedule "A" of Report to Council CORP 2011-84.

"CARRIED"

Res. #2011-357: Moved by Councillor Mendicino, seconded by Councillor Vaillancourt
That the recommendation from the Planning Advisory Committee regarding the rezoning application by Miller & Urso Surveying Inc., on behalf of the Nipissing-Parry Sound Catholic District School Board – 1140 Front Street be referred to the Community Services Committee for a Public Meeting.

Councillor Lawlor declared a conflict of interest as one of his clients has an interest in purchasing the property.

"CARRIED"

Res. #2011-358: Moved by Councillor Chirico, seconded by Councillor Koziol
That Tax Appeal Application No. 2011-3 attached to Report to Council CORP 2011-75 dated April 27, 2011 be approved and adjusted for the period set out on the application form and that the applicable taxes be cancelled, reduced or refunded as authorized by Section 357 of the *Municipal Act*, S.O. 2001, c.25.

"CARRIED"

Res. #2011-359: Moved by Councillor Koziol, seconded by Councillor Anthony
That the Tax Appeal Applications attached to Report to Council 2011-74 that have been returned with a positive recommendation from the Municipal Property Assessment Corporation, be adjusted for the period set out on each application form and that the applicable taxes be cancelled, reduced or refunded as authorized by Section 357 of the *Municipal Act*, S.O. 2001, c.25.

Councillor Chirico declared a conflict of interest as one of the applicants is a client of his employer, The Royal Bank of Canada.

"CARRIED"

Res. #2011-360: Moved by Councillor Chirico, seconded by Councillor Anthony
That 1) Council adopt the 2011 Tax Policy recommendations as outlined in Report to Council CORP 2011-81 dated May 2, 2011; and
2) By-Law No. 2011-118, 2011-119 and 2011-120 be given three (3) readings at the Regular Meeting of Council on May 16, 2011.

Councillor Koziol declared a conflict of interest as she is the property management business.

"CARRIED"

Res. #2011-361: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That 1) Council support Planning staff's recommendation to designate a Site Plan Control Area on certain lands on Francis Street and to repeal By-Law No. 2011-105; and
2) By-Law No. 2011-124 be presented for three (3) readings at the Regular Meeting of Council on May 16, 2011.

"CARRIED"

- Res. #2011-362: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That 1) City Council supports The Accessibility Awareness Week Celebration and Clean Air Day to be held on June 8, 2011; and
- 2) Council authorizes Transit staff to proceed with a Transit promotional activity designed to provide awareness to Parabus clients as to the equipment and opportunities in utilizing conventional Transit.

"CARRIED"

- Res. #2011-363: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council approve a six foot (6') wide sidewalk patio for Glenn Sheridan, owner of Le Bon Marché restaurant, to operate an outdoor summer patio on a portion of the sidewalk located at 130 Main Street West.

"CARRIED"

- Res. #2011-364: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a first and second time:

By-Law No. 2011-122 to stop up, close and convey a portion of the laneway in a block bounded by Greenwood Avenue, Browning Street, Norwood Avenue and Algonquin Avenue.

"CARRIED"

- Res. #2011-365: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a first and second time:

By-Law No. 2011-116 to amend Development Charges By-Law No. 2009-252 – Schedules "B" and "C".

"CARRIED"

- Res. #2011-366: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a third time and passed:

By-Law No. 2011-116 to amend Development Charges By-Law No. 2009-252 – Schedules "B" and "C".

"CARRIED"

- Res. #2011-367: Moved by Councillor Chirico, seconded by Councillor Anthony
That the following by-laws be read a first and second time:

By-Law No. 2011-118 to adopt optional tools for 2011 for the purpose of administering limits for the commercial, industrial and multi-residential property classes Tax Capping Program.

By-Law No. 2011-119 to adopt optional tools for 2011 for the purpose of administering limits for eligible properties in the commercial, industrial and multi-residential property classes (new construction).

By-Law No. 2011-120 to establish decrease limits for the certain property classes for 2011.

Councillor Koziol declared a conflict of interest as she is in the property management business.

"CARRIED"

Res. #2011-368: Moved by Councillor Chirico, seconded by Councillor Anthony
That the following by-laws be read a third time and passed:

By-Law No. 2011-118 to adopt optional tools for 2011 for the purpose of administering limits for the commercial, industrial and multi-residential property classes Tax Capping Program.

By-Law No. 2011-119 to adopt optional tools for 2011 for the purpose of administering limits for eligible properties in the commercial, industrial and multi-residential property classes (new construction).

By-Law No. 2011-120 to establish decrease limits for the certain property classes for 2011.

Councillor Koziol declared a conflict of interest as she is in the property management business.

"CARRIED"

Res. #2011-369: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-laws be read a first and second time:

By-Law No. 2011-117 to authorize the upgrade to the City of North Bay Radio Communication System.

By-Law No. 2011-126 to execute an Agreement of Purchase and Sale with Steve Crea Homes Limited relating to 541, 543, 545 and 547 Ann Street.

By-Law No. 2011-127 to execute an Agreement of Purchase and Sale with 943674 Ontario Inc. relating to 534, 536 Ann Street and 559 to 567 Galt Street.

"CARRIED"

Res. #2011-370: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-laws be read a third time and passed:

By-Law No. 2011-117 to authorize the upgrade to the City of North Bay Radio Communication System.

By-Law No. 2011-126 to execute an Agreement of Purchase and Sale with Steve Crea Homes Limited relating to 541, 543, 545 and 547 Ann Street.

By-Law No. 2011-127 to execute an Agreement of Purchase and Sale with 943374 Ontario Inc. relating to 534, 536 Ann Street and 559 to 567 Galt Street.

"CARRIED"

Res. #2011-371: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a first and second time:

By-Law No. 2011-125 to authorize the purchase of 1099 Lakeshore Drive (Harold Fleury).

Councillor Maroosis declared a conflict of interest as his partner is employed by the President of the North Bay Real Estate Board.

"CARRIED"

Res. #2011-372: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a third time and passed:

By-Law No. 2011-125 to authorize the purchase of 1099 Lakeshore Drive (Harold Fleury).

Councillor Maroosis declared a conflict of interest as his partner is employed by the President of the North Bay Real Estate Board.

"CARRIED"

Res. #2011-373: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-laws be read a first and second time:

By-Law No. 2011-121 to amend By-Law No. 2007-07 (being a by-law to regulate the administration of Building Permits).

By-Law No. 2011-124 to designate a Site Plan Control Area on certain lands on Francis Street and to Repeal By-Law No. 2011-105 (914542 Ontario Inc. – Francis Street).

"CARRIED"

Res. #2011-374: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-laws be read a third time and passed:

By-Law No. 2011-121 to amend By-Law No. 2007-07 (being a by-law to regulate the administration of Building Permits).

By-Law No. 2011-124 to designate a Site Plan Control Area on certain lands on Francis Street and to Repeal By-Law No. 2011-105 (914542 Ontario Inc. – Francis Street).

"CARRIED"

Res. #2011-375: Moved by Councillor Vaillancourt, seconded by Councillor Mendicino
That "Casual Wear Months" be in effect from Tuesday, May 24, 2011 until Monday, September 5, 2011 inclusive.

"CARRIED"

Res. #2011-376: 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 8:00 p.m. for the following reasons: Item #12, being the pending sale of lands by the municipality; and Item #13, being the proposed lease of lands by the municipality.

"CARRIED"

Res. #2011-377: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council reconvene at 8:21 p.m.

"CARRIED"

Res. #2011-378: Moved by Councillor Koziol, seconded by Councillor Anthony
That

- 1) Council not accept the revised proposal from Vrancor Development Corporation for the Waterfront Convention Centre;
- 2) no further steps be taken on the expired Development Agreement;
- 3) the City purchase the Environmental Report on the subject lands from DCS, for the actual cost of \$172,119.40, using funds from the Land Sales Reserve Fund; and
- 4) staff be directed to issue a formal Request for Proposal for the disposition of the subject lands.

Councillor Chirico declared a conflict of interest as one of the developers is a client of his employer, The Royal Bank of Canada.

"CARRIED"

Res. #2011-379: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council agree to lease for \$1.00 per year, the lands fronting on
Algonquin Avenue from the CN right-of-way for use by The Gathering
Place to grow vegetables.

"CARRIED"

Res. #2011-380: Moved by Councillor Vaillancourt, seconded by Councillor Mendicino
That this Regular Meeting of Council do now adjourn at 8:23 p.m.

"CARRIED"

CLOSED MEETING CONFLICT OF INTEREST

*Regular Agenda Item #12 - Councillor Chirico declared a conflict of interest as the
proponent is a client of his employer and left meeting for the discussion of this matter.*

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD



**MINUTES OF THE REGULAR MEETING
OF CITY COUNCIL
HELD TUESDAY, MAY 24th, 2011**

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

PUBLIC PRESENTATION:

Nil

CORRESPONDENCE:

2125069 Ontario Inc. re Request for Reduction in Tipping Fees (391)

REPORTS FROM OFFICERS:

Burke, M.	re Merrick Landfill Methane Project	(385)
Burke, M.	re Dividend in Kind from North Bay Hydro Services Limited	(389)
Euler, D.	re Speed Reduction – Lakeshore Dr. near Steve Omischl Sports Field Complex	(388)
Lang, A.	re Tender 2011-04, Asphalt Resurfacing Program	(390)
Karpenko, M.	re Capital & Operating Budget System	(386)
Korell, A.	re Request for Reduction in Tipping Fees - 2125069 Ontario Inc.	(391)
Rocheffort, L.	re Fire Protection Agreement – Nipissing First Nation	(387)

Res. #2011-381: Moved by Councillor Vaillancourt, seconded by Councillor Maroosis
That minutes for the public meeting held on:

- Monday, May 9, 2011

be adopted as presented.

"CARRIED"

Res. #2011-382: Moved by Councillor Vaillancourt, seconded by Councillor Maroosis
That minutes for the closed meeting held on:

- Monday, May 16, 2011

be adopted as presented.

"CARRIED"

Res. #2011-383: Moved by Councillor Chirico, seconded by Councillor Koziol
That accounts totaling \$8,645,442.34 for April 2011 be approved.

"CARRIED"

Res. #2011-384: Moved by Councillor Koziol, seconded by Councillor Anthony
That accounts totaling \$2,000.31 for April 2011 be approved.

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

"CARRIED"

Res. #2011-385: Moved by Councillor Chirico, seconded by Councillor Koziol
 That Council authorize a loan from the City of North Bay to North Bay Hydro Distribution Limited for the development of the Merrick Landfill Methane Gas Generation Project for a principal amount of \$4,800,000.00, with interest at the Infrastructure Canada rate to be advanced on the basis of progress payments from June 1, 2011 to April 28, 2012, with interest incurred on the interim advances, added to the principal amount, such loan to be by way of a Promissory Note, payable on demand, until such time as the final amounts are known, at which time, the loan shall be amortized over a period of twenty (20) years on the basis of the full principal amounts and an interest rate of 4.9% per annum.

"CARRIED"

Res. #2011-386: Moved by Councillor Chirico, seconded by Councillor Koziol
 That City Council approve Questica Inc. for supply and installation of a Capital/Operating Budget Software System. The service includes an annual maintenance agreement. The value of the supply and installation is estimated at \$59,727.00 (taxes excluded).

"CARRIED"

Res. #2011-387: Moved by Councillor Chirico, seconded by Councillor Koziol
 That Council approve and execute a Fire Protection Service Agreement with Nipissing First Nation for residential and commercial (owned and leased) properties at a flat rate of \$68,000.00 with annual inflationary increases of 1.72%.

"CARRIED"

Res. #2011-388: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
 That Schedule 10 to Traffic & Parking By-Law No. 2002-01 be amended to reduce the speed limit on Lakeshore Drive as follows:

Traffic & Parking By-Law No. 2002-01 "Speed Limits - Section 15A":

Delete 9 and 10 and insert in lieu thereof:

<u>Road</u>	<u>Between</u>	<u>Kilometers Per Hour</u>
9. Lakeshore Drive	Jessups Creek and Barley Road	60 km/hr.
10. Lakeshore Drive	40 metres east of Kate Pace Way and Highway #11	60 km/hr.

"CARRIED"

Res. #2011-389: Moved by Councillor Chirico, seconded by Councillor Koziol
 That Council accept the \$409,091.00 dividend in kind for internet fibre connection service from the Ontario Northland Transportation Commission generated by the Services Company sale of the Dark Fibre Hydro business to the Ontario Northland Transportation Commission.

"CARRIED"

Res. #2011-390: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
 That City Council approve a contract be awarded to Pioneer Construction Inc., in the estimated amount of \$3,939,635.44 (HST included), for the rehabilitation and/or construction of 6 kilometers of various urban roads within the City of North Bay.

"CARRIED"

Res. #2011-391a: Moved by Councillor Vrebosch-Merry, seconded by Councillor Anthony
That the report from Alan Korell dated May 19, 2011 re Nord Fibre –
Freezing 2010 Tipping Fees be referred to the Engineering & Works
Committee.

Councillor Chirico declared a conflict of interest as 2125069 Ontario Inc. is a client of his
employer, The Royal Bank of Canada.

“LOST”

Res. #2011-391b: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the request from 2125069 Ontario Inc. to freeze 2010 tipping fees
at the Merrick Landfill Site for demolition waste generated from the
NordFibre site located at 500 Eloy Road at \$71/tonne be approved
subject to the following conditions:

- that 1) the special tipping fee of \$71 per tonne be frozen until
December 31, 2011 for this project only;
- 2) the reduced tipping fee only apply to waste materials generated
through demolition activities from the NordFibre site;
- 3) the special handling fee applied to processing asbestos
(\$200/load) not be waived;
- 4) acceptance is conditional that the owner is compliant with all
applicable Federal, Provincial and Municipal regulations
pertaining to demolition and transportation of waste materials
from the NordFibre demolition site; and
- 5) the owner provide the City with a copy of its recycling plan prior
to project initiation at which time staff be authorized to negotiate
final tipping fee rates of not less than \$71 per tonne.

Councillor Chirico declared a conflict of interest as 2125069 Ontario Inc. is a client of his
employer, The Royal Bank of Canada.

“CARRIED”

Res. #2011-392: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-laws be read a first and second time:

By-Law No. 2011-74 to amend By-Law No. 1977-144, being a by-law to
designate an Improvement Area to be known as the Downtown
Improvement Area and to establish a Board of Management (to revise the
maximum charges).

By-Law No. 2011-75 to provide for the levy and collection of special
charges in respect of certain Business Improvement Areas.

“CARRIED”

Res. #2011-393: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-laws be read a third time and passed:

By-Law No. 2011-74 to amend By-Law No. 1977-144, being a by-law to
designate an Improvement Area to be known as the Downtown
Improvement Area and to establish a Board of Management (to revise the
maximum charges).

By-Law No. 2011-75 to provide for the levy and collection of special
charges in respect of certain Business Improvement Areas.

“CARRIED”

Res. #2011-394: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a first and second time:

By-Law No. 2011-123 to authorize User Fees for City departments.

Mayor McDonald declared a conflict of interest as one of his teams sells sign space.

"CARRIED"

Res. #2011-395: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a third time and passed:

By-Law No. 2011-123 to authorize User Fees for City departments.

Mayor McDonald declared a conflict of interest as one of his teams sells sign space.

"CARRIED"

Res. #2011-396: Moved by Councillor Koziol, seconded by Councillor Anthony
That the following by-law be read a first and second time:

By-Law No. 2011-133 to execute an Assignment Agreement and Direction between Castle Arms Non-Profit Apartment Corporation, the Royal Bank of Canada and the District of Nipissing Social Services Administration Board relating to a Municipal Housing Facility.

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

"CARRIED"

Res. #2011-397: Moved by Councillor Koziol, seconded by Councillor Anthony
That the following by-law be read a third time and passed:

By-Law No. 2011-133 to execute an Assignment Agreement and Direction between Castle Arms Non-Profit Apartment Corporation, the Royal Bank of Canada and the District of Nipissing Social Services Administration Board relating to a Municipal Housing Facility.

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

"CARRIED"

Res. #2011-398: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a first and second time:

By-Law No. 2011-134 to execute an Agreement with Union Gas relating to a Pipeline Easement on Stanley Street.

"CARRIED"

Res. #2011-399: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-law be read a third time and passed:

By-Law No. 2011-134 to execute an Agreement with Union Gas relating to a Pipeline Easement on Stanley Street

"CARRIED"

Res. #2011-400: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-law be read a first and second time:

By-Law No. 2011-129 to authorize User Fees for North Bay Fire & Emergency Services.

Councillor Koziol declared a conflict of interest as her Property Management Business is directly impacted by User Fees.

"CARRIED"

Res. 2011-401: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-law be read a third time and passed:
By-Law No. 2011-129 to authorize User Fees for North Bay Fire & Emergency Services.

Councillor Koziol declared a conflict of interest as her Property Management Business is directly impacted by User Fees.

"CARRIED"

Res. 2011-402: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-laws be read a first and second time:
By-Law No. 2011-130 to regulate Open Air Burning in the City of North Bay.

By-Law No. 2011-132 to execute an Agreement with Research Dimensions Ltd. relating to a Tourism Charter Flight Development Feasibility Study & Market Research.

"CARRIED"

Res. 2011-403: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-laws be read a third time and passed:
By-Law No. 2011-130 to regulate Open Air Burning in the City of North Bay.

By-Law No. 2011-132 to execute an Agreement with Research Dimensions Ltd. relating to a Tourism Charter Flight Development Feasibility Study & Market Research.

"CARRIED"

Res. 2011-404: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the following by-laws be read a first and second time:
By-Law No. 2011-128 to amend By-Law No. 2010-108, being the Waste Management By-Law.

By-Law No. 2011-131 to execute an Agreement with A & G The Road Cleaners relating to street sweeping services.

"CARRIED"

Res. 2011-405: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the following by-laws be read a third time and passed:
By-Law No. 2011-128 to amend By-Law No. 2010-108, being the Waste Management By-Law.

By-Law No. 2011-131 to execute an Agreement with A & G The Road Cleaners relating to street sweeping services.

"CARRIED"

Res. #2011-406: 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 7:18 p.m. for the following reasons:
Item #11, being the proposed lease of lands by the municipality.

"CARRIED"

Councillor Maroosis did not reconvene.

Res. #2011-407: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council reconvene at 7:33 p.m.

"CARRIED"

Res. #2011-408: Moved by Councillor Vaillancourt, seconded by Councillor Anthony
That this Regular Meeting of Council do now adjourn at 7:33 p.m.

"CARRIED"

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

City of North Bay Report to Council

Report No.: CORP-2011-88

Date: May 20, 2011

Originator: Michael B. Burke, City Solicitor

Subject: Set Fines and Short Form Wordings for Amending Smoking By-Law No. 2011-106

RECOMMENDATION

That Council authorize an application for approval of set fines and short form wordings for offences contrary to the Smoking in Public Places By-Law No. 2003-05, and amendments as set out in Schedule "A" of Report to Council No. CORP-2011-88.

BACKGROUND

The amendment to the Smoking in Public Places By-Law No. 2011-106 was passed April 18, 2011. The proposed short form wording and set fine of \$150.00 for this amendment is reasonable and in line with the penalties previously adopted by Council for other violations of this By-Law as set out in Schedule "B".

The purpose of seeking approval for set fines and short form wordings is to allow the City of North Bay to enforce the Smoking in Public Places By-Law by writing Certificate of Offence Notices (tickets) under Part I of the *Provincial Offences Act*. This ticketing process is the same process that occurs when a person receives a speeding ticket. It allows for a more expeditious process and allows the defendant the opportunity to pay the fine out of court if they wish. The City of North Bay always has the option not to use the ticketing process despite the availability of set fines and short form wordings and would then proceed to charge pursuant to Part III of the *Provincial Offences Act* which requires the issuing of an Information and a Summons to the Defendant. This process does require the defendant to appear in court. This process can be used for a variety of reasons instead of a Part I ticket (i.e.: 30 day time limitation period for issuing a Part I ticket has passed; the City of North Bay expects to seek a fine greater than \$150.00 due to the seriousness of the offence; a repeat offender; etc.)

In order to use set fines, the City of North Bay must obtain approval from the Regional Senior Justice of the Ontario Court of Justice for the Northeast Region. The proposed set fines must first be sent to the Ministry of the Attorney General, Crown Law Office – Criminal, prior to being sent to the Regional Senior Justice. The entire approval process can take anywhere from one month to six months.

ANALYSIS/OPTIONS

1. To authorize an application for the approval of set fines and short form wording. This would


allow The Corporation of the City of North Bay to enforce the Smoking in Public Places By-Law, as amended, by writing Certificate of Offence Notices (tickets) under Part I of the *Provincial Offences Act*.

2. Not to authorize an application for the approval of the set fine and short form wording. The Corporation of the City of North Bay would be unable to enforce the Smoking in Public Places By-Law, as amended, by writing Certificate of Offence Notices (tickets) under Part I of the *Provincial Offences Act*. The By-Law could still be enforced by the laying of an Information pursuant to Part III of the *Provincial Offences Act*. However, the Part III option is normally more time consuming for the enforcement officer and it does not allow the defendant to pay the fine out of court.

RECOMMENDED OPTION

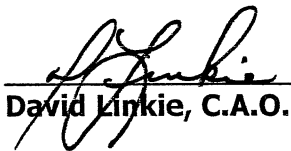
That Council authorize an application for approval of set fines and short form wordings for offences contrary to the Smoking in Public Places By-Law No. 2003-05, and amendments as set out in Schedule "A" of Report to Council No. CORP-2011-88.

Respectfully submitted,



Michael B. Burke, City Solicitor

We concur in this report and recommendation.



David Linkie, C.A.O.

Personnel designated for continuance: Michael B. Burke, City Solicitor

**Attachments: (1) Schedule "A" – Proposed Set Fines and Short Form Wordings
(2) Schedule "B" – By-Law No. 2011-106**

jrr/MBB

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THE CORPORATION OF THE CITY OF NORTH BAY - SET FINES
PART I – PROVINCIAL OFFENCES ACT

SMOKING IN PUBLIC PLACES BY-LAW NO. 2003-05

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision or Defining Offence	COLUMN 3 Set Fine
1.	Smoke at North Bay Regional Health Centre	Section 3.4	\$150.00

Note: The penalty provision for the offence indicated above is Section 13 of By-Law No. 2003-05 a certified copy of which has been filed

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THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-106

**BEING A BY-LAW TO AMEND BY-LAW 2003-05
(BEING A BY-LAW TO REGULATE SMOKING IN PUBLIC PLACES
AND WORKPLACES)
(NORTH BAY REGIONAL HEALTH CENTRE)**

WHEREAS section 115 of the *Municipal Act, 2001*, 2001, S.O. c.25, as amended, authorizes the Council of a local municipality to pass a by-law to prohibit or regulate the smoking of tobacco in public places and workplaces within the municipality;

AND WHEREAS section 10(2) of the *Municipal Act* authorizes a municipality to pass by-laws respecting health, safety, and well-being of persons;

AND WHEREAS the Council has been asked by the North Bay Parry Sound District Health Unit ("NBPSDHU") and the Medical Officer of Health, as well as the Board of the North Bay Regional Health Centre ("NBRHC") to pass this By-law;

AND WHEREAS section 12 of the *Smoke-Free Ontario Act*, S.O. 1994, c. 10, as amended, permits municipalities to enact smoking by-laws that are more restrictive than sections 9 and 10 of the Act;

AND WHEREAS Council passed General Government Committee Report No. 2011-10 at its Regular Meeting on Monday, April 4, 2011, authorizing that a by-law be enacted to allow only patients to smoke on owned and solely leased NBRHC property using the two (2) designated smoking areas until June 30, 2011; as of July 1, 2011, all owned and solely leased NBRHC property will be 100% smoke-free.

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

1. That By-law 2003-05 is hereby amended to insert the following at the end of section 1.4:

", or security staff designated by the North Bay Regional Health Centre and authorized by the City to act as agents of the City for the purpose of enforcing this By-law;"
2. That By-law 2003-05 is hereby amended to add the following:

"1.14 North Bay Regional Health Centre ("NBRHC") means all owned and solely leased properties occupied by the North Bay General Hospital and the Northeast Mental Health Centre, being the lands set out in Schedule "G";"
3. That By-law 2003-05 is hereby amended to add the following:

"3.4 No person may smoke on the NBRHC property, except on the lands designated in Schedule "F" as temporary smoking areas."

3.5 Patients shall only be permitted to smoke in the designated areas at the NBRHC, as identified in Schedule "F" of this By-law, until June 30, 2011.

3.6 Effective July 1, 2011, no person shall be permitted to smoke at the NBRHC."
4. That By-law 2003-05 is hereby amended to add the following:

"10.2 Section 3.5 is effective until 11:59 p.m. on June 30, 2011, whereupon it shall be deemed to be repealed.

10.3 Section 3.6 shall come into force and effect as of July 1, 2011."

5. This By-law comes into force on the day it is enacted by Council.

READ FOR THE FIRST TIME IN OPEN COUNCIL THIS 18TH DAY OF APRIL, 2011

READ FOR THE SECOND TIME IN OPEN COUNCIL THIS 18TH DAY OF APRIL, 2011

READ A THIRD TIME IN OPEN COUNCIL AND PASSED ON THIS 18TH DAY OF
APRIL, 2011



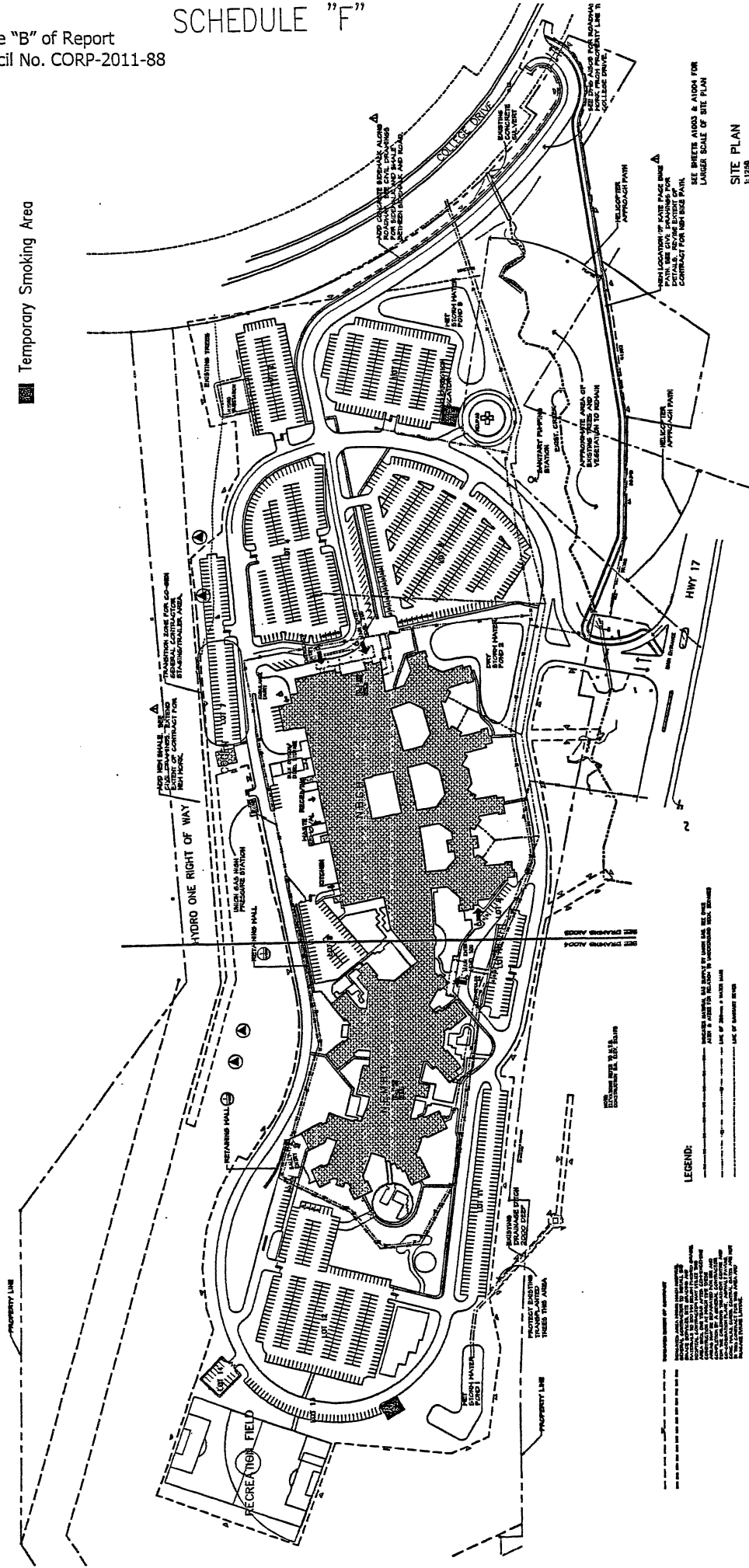
MAYOR ALLAN MCDONALD



CITY CLERK CATHERINE CONRAD

SCHEDULE "F"

Temporary Smoking Area



SEE BRIDGE AND AID FOR UNDER SCALE OF SITE PLAN

SITE PLAN
1:1250

LEGEND:

- PROPERTY LINE
- HYDRO ONE MAIN LINE
- WATER MAIN LINE
- SEWER MAIN LINE
- GAS MAIN LINE
- LANDSCAPING
- APPROACH PAVEMENT
- RETAINING WALL
- HYDRO ONE RIGHT OF WAY
- HYW 17
- RECREATION FIELD
- SMALL BUILDING
- TEMPORARY SMOKING AREA

**SCHEDULE "G" TO THE CORPORATION OF THE CITY OF NORTH BAY
BY-LAW 2011-106**

The North Bay Regional Health Centre includes the following properties:

- FIRSTLY:** Parcel 19012 Widdifield & Ferris:
Part of Lot 23, Concession B, former Township of Widdifield, now City of North Bay, District of Nipissing, Parts 1 to 5 on Plan 36R-10957 & Parts 9 & 10, on Plan 36R-11367;
Part of Lot 24, Concession B, former Township of Widdifield, now City of North Bay, Parts 6 to 15 on Plan 36R-10957 and Parts 1, 2, 3 & 5 on Plan 36R-11367;
Save and except parts 1 & 2 on Plan 36R-11522;
Subject to LT77541 partially released by LT406505;
Subject to LT405939, City of North Bay, in the District of Nipissing.
- SECONDLY:** Parcel 19063 Widdifield & Ferris;
Part of Lot 23, Concession B, former Township of Widdifield, now City of North Bay, Parts 11, 12, 13, 14, 15, 16 & 17 on Plan 36R-11367;
Subject to LT405939, LT77541, North Bay, District of Nipissing
- THIRDLY:** Part of Lot 1, Concession B, of the Township of Commanda, Parts 16 to 25 on Plan 36R-10957;
Subject to CD118, CD120 and NB162482, City of North Bay, in the District of Nipissing

City of North Bay Report to Council

Report No.: CORP-2011-94

Date: May 25, 2011

Originator: Michael B. Burke, City Solicitor

Subject: Revised Set Fines and Short Form Wordings for On and Off Street Parking for Disabled Persons By-Law No. 2007-89

RECOMMENDATION

That Council authorize an application for approval of revised set fines and short form wordings for On and Off Street Parking for Disabled Persons By-Law No. 2007-89, as set out in Schedule "A" of Report to Council No. CORP-2011-94.

BACKGROUND

City of North Bay By-Law No. 2007-89, already has short form wording for the Part II offences of "Park without authorized permit" (s. 4(a)(i)), "Park – fail to clearly display authorized permit" (s. 4(a)(ii)b)) and "Park longer than two hours in a designated space" (s. 4(b)) as set out in Schedule "A". The vagueness of the short form wording used for these infractions has created some confusion amongst the public as to the precise nature of their violation given similar infractions contained in the City's Traffic & Parking By-Law No. 2002-001, as amended. Therefore, I would propose seeking approval to amend the current short form wording to reflect the wording as set out in Schedule "B" to this Report.

The purpose of seeking approval to amend the short form wordings is to allow the City of North Bay to enforce the On and Off Street Parking for Disabled Persons By-Law by writing parking tickets under Part II of the *Provincial Offences Act*. This ticketing process is essentially the same process that occurs when a person receives a speeding ticket. It allows for a more expeditious process and allows the defendant the opportunity to pay the fine out of court if they wish. The City of North Bay always has the option not to use the ticketing process despite the availability of set fines and short form wordings and would then proceed to charge pursuant to Part III of the *Provincial Offences Act* which requires the issuing of an Information and a Summons to the Defendant. This process does require the defendant to appear in court. This process can be used for a variety of reasons instead of a Part II ticket (i.e.: time limitation period for issuing a Part II ticket has passed; the City of North Bay expects to seek a fine greater than the set fine due to the seriousness of the offence; a repeat offender; etc.)

In order to amend short form wording and/or set fines, the City of North Bay must obtain approval from the Regional Senior Justice of the Ontario Court of Justice for the Northeast Region. The proposed set fines must first be sent to the Ministry of the Attorney General, Crown Law Office – Criminal, prior to being sent to the Regional Senior Justice. The entire approval process can take anywhere from one month to six months.

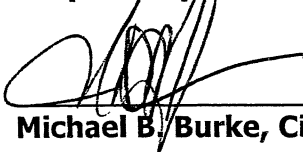
ANALYSIS/OPTIONS

1. To authorize an application for approval of revised short form wordings for On and Off Street Parking for Disabled Persons By-Law. This would alleviate any possible confusion and allow The Corporation of the City of North Bay to enforce the offence of "Park without permit in designated disabled space", "Park – fail to display Disabled Person Parking Permit" and "Park longer than two hours in a designated disabled space" by writing parking tickets under Part II of the *Provincial Offences Act*.
2. Not to authorize an application for approval of the amendments to the short form wordings for On and Off Street Parking for Disabled Persons. The Corporation of the City of North Bay would still be able to enforce the By-Law according to the current short form wordings, but would not alleviate the ambiguity created when considering similar violations in the City's Traffic & Parking By-Law.

RECOMMENDED OPTION

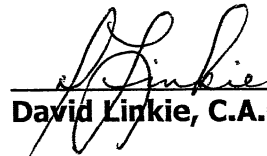
That Council authorize an application for approval of revised set fines and short form wordings for On and Off Street Parking for Disabled Persons By-Law No. 2007-89, as set out in Schedule "A" of Report to Council No. CORP-2011-94.

Respectfully submitted,



Michael B. Burke, City Solicitor

We concur in this report and recommendation.



David Linkie, C.A.O.

Personnel designated for continuance: Michael B. Burke, City Solicitor

**Attachments: (1) Schedule "A" - Current Set Fines and Short Form Wordings
(2) Schedule "B" - Amendments to the Set Fines and Short Form Wordings**

MBB/jrr

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THE CORPORATION OF THE CITY OF NORTH BAY - SET FINES
PART II – PROVINCIAL OFFENCES ACT

ON AND OFF STREET PARKING FOR DISABLED PERSONS BY-LAW NO. 2007-89

ADD

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision or Defining Offence	COLUMN 3 Set Fine
1.	Park without authorized permit	Section 4(a)(i)(a)	\$325.00
2.	Park – fail to clearly display authorized permit	Section 4(a)(i)(b)	\$325.00
3.	Park longer than two hours in a designated space	Section 4(b)	\$35.00

Note: *The penalty provision for the offence indicated above is Section 9 of By-Law No. 2007-89 a certified copy of which has been filed*

THE CORPORATION OF THE CITY OF NORTH BAY - SET FINES
PART II – PROVINCIAL OFFENCES ACT

ON AND OFF STREET PARKING FOR DISABLED PERSONS BY-LAW NO. 2007-89

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision or Defining Offence	COLUMN 3 Early Voluntary Payment Payable Within 7 Days	COLUMN 4 Set Fine
1.	Park without permit in designated disabled space	Section 4(a)(i)(a)	\$300.00	\$325.00
2.	Park – fail to display Disabled Person Parking Permit	Section 4(a)(i)(b)	\$300.00	\$325.00
3.	Park longer than two hours in a designated disabled space	Section 4(b)	\$30.00	\$35.00

Note: The penalty provision for the offence indicated above is Section 9 of By-Law No. 2007-89 a certified copy of which has been filed

INTER OFFICE

City of North Bay
PLANNING SERVICES

To: Cathy Conrad, City Clerk
From: Beverley Hillier, MCIP, RPP
Subject: Draft Plan of Subdivision – North Bay Jack Garland Airport
Date: May 30, 2011

Please find attached a copy of a Plan of Subdivision for North Bay Jack Garland Airport.

Council passed Committee Report 2009-25 on October 5, 2009 directing Staff to prepare a Plan of Subdivision for the City owned land at North Bay Jack Garland Airport. Since that time Council passed Official Plan Amendment No. 114 and Zoning By-law 2010-45 in February 2010.

As a result of the public meetings that occurred through the recent Official Plan Amendment and Zoning By-law Amendment, this Plan of Subdivision Application is being processed pursuant to City Council Resolution No. 2001-709, in which the statutory planning process is being followed.

The Plan of Subdivision Application, if approved, would result in the development of the Airport Industrial Business Park. The Plan will identify future blocks for development as well as future municipal roads.

Would you kindly schedule a public meeting of Council in order that this matter can be considered.

Thank you for your attention to this matter. Should you require additional information please contact the undersigned.



Beverley Hillier, MCIP, RPP
Manager, Planning Services

BH/dlb

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attach.

Subdi

INTER OFFICE

RECEIVED

OCT 09 2009

PLANNING SERVICES

Council Secretariat

MEMO

To: Ian Kilgour
From: Catherine Conrad
Subject: Plan of Subdivision and Industrial Community Improvement Plan for City Owned Airport Lands
Date: 7 October 2009

This is Clause No. 1 of Community Services Committee Report No. 2009-25 which was passed by Council at its Regular Meeting held Monday, October 5, 2009.

Clause No. 1:

- "That a) a Plan of Subdivision be prepared for City owned Airport land under the Provincial Statute of the *Planning Act* in conjunction with other City departments and Senior Management for Council's approval; and
- b) Staff prepare an Airport Industrial Community Improvement Plan for approval under the *Planning Act* to assist in implementing the investment strategy and action plan for Council's approval."

C. Conrad

Catherine Conrad,
City Clerk.

CMC/cjc

Copy to: R. Evans
J.D. Knox
B.A. Rogers
M.B. Burke
A. Korell

Report No: CSBU - 2011- 59

Date: May 27, 2011

Originator: Dorothy Carvell, Transit Manager

Subject: Governance Agreement for the Joint Procurement of Transit Buses

RECOMMENDATION

1. That Council enter into a Governance Agreement for the Joint Procurement of six (6) Transit Buses (2-2011, 2-2012, 2-2013), with the Province of Ontario represented by the Minister of Transportation for the Province of Ontario; and
 2. That the City Clerk be authorized to prepare and present a By-Law to authorize the execution of the Governance Agreement.
-

BACKGROUND

1. In 2007/2008 the Province of Ontario partnered with 6 Municipalities on a Transit Procurement Initiative Program. Council entered into a Governance Agreement for the Joint Procurement by way of Resolution No. 2007-536;
2. In the Report to Council CSBU 2007-46, the Transit Coach Replacement Program was outlined and Council accepted the Recommended Option 2 as per Resolution 2007 -348 in which Council supported the long term fleet replacement program;
3. Article 5 of the Resolution 2007-348 authorizes the City's Purchasing Department to examine the most effective approach to support the purchase of the noted equipment in the years 2008, 2009, 2010;
4. The Province of Ontario has partnered with Municipalities on a new Transit Procurement Initiative Program for the years 2011/2013. There are 13 Municipalities entering the program;
5. The new Transit Procurement initiative spans 2011 to 2013. The Terms for the Master Agreement is for one year (Fiscal year 2011) with two consecutive one year options (fiscal year 2012 and 2013).

Due to the advantages of the Joint Procurement program we recommend that North Bay remain in the program.

Some of the advantages are:

- Economies of scale from larger purchase volumes, resulting in a lower unit price, particularly for smaller municipalities
- Increased influence over bus manufacturers to provide a higher quality product and process
- Inclusion of frame testing, certification for a 12 year life cycle on the structure and corrosion standards as part of the performance-based specification
- Entire procurement process built on using existing collective expertise
- Team evaluation of proposals using highly qualified transit fleet managers
- Quality of on site bus inspection services during the manufacturing process
- Potential for pooling of parts and technical knowledge exchange with other systems

-
- Assistance and direction from MTO consultant throughout the procurement process
 - The assurance of meeting all mandatory legislation requirements

All documentation must be signed and returned to the Transit Procurement office. . This includes the Governance agreement, a certified copy confirming passage of a by-law or resolution, Schedule E and Schedule G in the Governance agreement.

ANALYSIS / OPTIONS

Option 1:

1. That Council enter into a Governance Agreement for the Joint Procurement of six (6) Transit Buses (2-2011, 2-2012, 2-2013), with MetroLinx represented by the Minister of Transportation for the Province of Ontario;
2. That the City Clerk be authorized to prepare and present a By-Law to authorize the execution of the Governance Agreement.

Option 2:

That Council does not enter into the Governance Agreement for Joint Procurement. This would result in Transit not being able to participate in the program for the terms of the agreement, thereby losing out on the savings and advantages generated by the program.

RECOMMENDED OPTION / FINANCIAL IMPLICATIONS

OPTION 1

1. That Council enter into a Governance Agreement for the Joint Procurement of six (6) Transit Buses (2-2011, 2-2012, 2-2013), with MetroLinx represented by the Minister of Transportation for the Province of Ontario;
2. That the City Clerk be authorized to prepare and present a By-Law to authorize the execution of the Governance Agreement.

The 10 Year Capital forecast includes \$1,155,000 (1 million & one hundred and fifty five thousand) for Transit coach replacement for each of the years 2011 & 2012, and \$1,270,500 (1 million & two hundred and seventy thousand & five hundred) for the year 2013. The 10 year capital forecast also includes an amount of funding from the Provincial Dedicated Gas Tax program. Council will be informed of costs and funding details during budget discussions and prior to any purchase orders being placed.

Respectfully submitted,



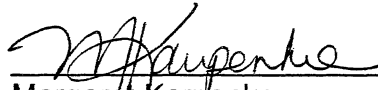
Dorothy Carvell
Transit Manager

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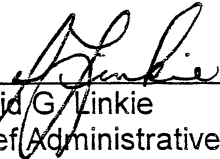
We concur with this report and recommendations.



Jerry D. Knox
Managing Director, Community Services



Margaret Karpenko
Chief Financial Officer / Treasurer



David G. Linkie
Chief Administrative Officer

**GOVERNANCE AGREEMENT FOR THE JOINT PROCUREMENT
OF TRANSIT BUSES
FOR FISCAL YEAR 2011 – FISCAL YEAR 2013**

January 11, 2011

THIS AGREEMENT made as of the 11th day of January, 2011.

B E T W E E N:

METROLINX,

(hereinafter referred to as "Metrolinx")

- AND -

THE CORPORATION OF THE CITY OF BARRIE,
represented by the Mayor and Clerk

(hereinafter referred to as "Barrie")

- AND -

THE CORPORATION OF THE CITY OF BRAMPTON,
represented by the Mayor and Clerk

(hereinafter referred to as "Brampton")

- AND -

THE CORPORATION OF THE CITY OF BURLINGTON,
represented by the Mayor and Clerk

(hereinafter referred to as "Burlington")

- AND -

THE REGIONAL MUNICIPALITY OF DURHAM,
represented by the Regional Chair and the Regional Clerk

(hereinafter referred to as "Durham Region")

- AND -

THE CITY OF HAMILTON,
represented by the Mayor and Clerk

(hereinafter referred to as "Hamilton")

- AND -

THE CORPORATION OF THE CITY OF KINGSTON,

represented by the Mayor and Clerk

(hereinafter referred to as "Kingston")

- AND -

LONDON TRANSIT COMMISSION,
represented by the Chair and General Manager

(hereinafter referred to as "London")

- AND -

THE CORPORATION OF THE TOWN OF MILTON,
represented by the Mayor and Clerk

(hereinafter referred to as "Milton")

- AND -

THE CORPORATION OF THE CITY OF NORTH BAY,
represented by the Mayor and Clerk

(hereinafter referred to as "North Bay")

- AND -

THE CORPORATION OF THE CITY OF SARNIA,
represented by the Mayor and Clerk

(hereinafter referred to as "Sarnia")

- AND -

ST. CATHARINES TRANSIT COMMISSION,
represented by the Chair and General Manager

(hereinafter referred to as "St. Catharines")

- AND -

THE CORPORATION OF THE CITY OF WELLAND,
represented by the Mayor and Clerk

(hereinafter referred to as "Welland")

- AND -

THE CORPORATION OF THE CITY OF WINDSOR,
represented by the Mayor and Clerk

(hereinafter referred to as "Windsor")

- AND -

THE REGIONAL MUNICIPALITY OF YORK,
represented by the Regional Chair and the Regional Clerk

(hereinafter referred to as "York Region")

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WHEREAS Metrolinx has been working with municipal transit managers to develop detailed common vehicle specifications for Transit Buses that can be used for a joint Procurement;

AND WHEREAS the Parties wish to:

- a. Reduce the unit cost of buses by consolidating municipal Transit Bus orders to achieve the volumes required to attain economies of scale for municipal transit systems;
- b. Avoid costs by standardizing the Procurement documents including vehicle specifications, terms and conditions;
- c. Avoid costs and reduce time associated with the bus procurement process by allowing transit systems to focus on core competency;
- d. Improve buying power and delivery schedules for municipal transit systems; and
- e. Reduce uncertainty for manufacturers through longer production runs, predictability, and performance-based specifications.

ARTICLE I: PRINCIPLES OF TRANSIT BUS PROCUREMENT

1. Key principles

This Agreement shall be guided by the following key principles:

- a. Metrolinx shall comply with all Procurement Policies which it is required to follow, in any RFP issued hereunder whereby proposals will be evaluated.
- b. Participation by Purchasers in the joint Procurement is voluntary up to five (5) Business Days following the relevant Steering Committee recommendations that Metrolinx enter into a Master Agreement with the successful Proponent(s), pursuant to section 25 (Award of a Master Agreement).
- c. The Term of the Master Agreement(s) is for one year (Fiscal Year 2011) with two consecutive one year options (Fiscal Year 2012 and Fiscal Year 2013).
- d. Subject to section 15 (The Request for Proposal (RFP) process), the decision of whether or not to exercise the Option Years and, to the extent the Option Years are exercised, the number of Transit Buses to be purchased, and rests exclusively with each of the respective Purchasers as set out in their respective Municipal Bus Purchase Agreements.
- e. Metrolinx shall work with each Steering Committee in undertaking the Procurement(s).
- f. Metrolinx will facilitate the Purchasers' procurement of Transit Buses in accordance with this Agreement.
- g. Ownership and legal obligations, including without limitation payment, for the Transit Buses shall reside exclusively with the respective Purchasers.

- h. Metrolinx and Purchasers will cooperate fully on all aspects of the joint procurement including timely sharing of information and on-going two way communication to promote informed decision making and budgeting.

ARTICLE II: STEERING COMMITTEES

2. Steering Committee membership

For each Transit Bus RFP intended to be issued by Metrolinx pursuant to section 6 (a) (Decisions of a Steering Committee), there shall be a Steering Committee comprised of one representative from Metrolinx and each Purchaser under the relevant RFP. For each Transit Bus Steering Committee, Metrolinx and each Purchaser may also appoint one Alternate Member, who can act on the Member's behalf in their absence at Steering Committee meetings.

3. Council by-law, resolution

The appointment of a Member and the Alternate Member for a Purchaser shall be confirmed by a by-law or resolution of the municipality or the commission or board (as applicable) in a form consistent with Schedule F. **The appointment shall refer to a position rather than a specific individual.**

4. Votes

Save and except for the Metrolinx Member, each Purchaser shall, through its Member, have one vote on the Steering Committee. For greater certainty and consistent with its role as facilitator, the Metrolinx Member shall have no vote on the Steering Committee.

5. Quorum

Unless otherwise provided in this Agreement, a quorum for the transaction of business at any meeting of a Steering Committee shall consist of at least two-thirds of the total number of the Steering Committee Members. Members may be present either in person or by means of such telephone, electronic and other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously.

6. Decisions of a Steering Committee

The following decisions require the concurrence of at least two-thirds of the Steering Committee Members present at a meeting:

- a. recommending to Metrolinx the issuance of any RFP;

- b. recommending to Metrolinx the selection of a successful Proponent under any RFP released pursuant to paragraph 6(a) (Decisions of a Steering Committee);
- c. recommending to Metrolinx any amendments to a Master Agreement; and
- d. determining whether any Party is in default for the purposes of section 32 (Metrolinx remedies for Event of Default by Purchaser) and 33 (Termination for Event of Default by Metrolinx).

Where a Steering Committee exercises its authority under section 6(d) (Decisions of a Steering Committee), the Party whose Default status is being determined may participate in the discussion but may not vote in the decision.

All other decisions of a Steering Committee require the concurrence of a majority (51%) of the Steering Committee Members present.

Subject to its rights or other obligations as set out in this Agreement and any other agreement, law, policy, rule, directive or other requirement or Provincial direction to which it may be bound or subject, Metrolinx shall act in accordance with the decisions of the Steering Committee or not at all.

7. Sub-committees

Each Steering Committee will establish sub-committees, as needed, which will include one representative from each of the participating Purchasers wishing to participate on such sub-committees and one representative from Metrolinx. When establishing sub-committees, a Steering Committee will establish the procedures, including quorum requirements and voting rights for the sub-committee. Each Steering Committee will establish an evaluation committee to evaluate proposals and make recommendations to the Steering Committee. Notwithstanding the above, Metrolinx's representation on any evaluation committee shall be restricted to observer status as intended to facilitate the evaluation process.

8. Binding decisions

Steering Committee decisions must comply with the terms of this Agreement, the RFP, and the Master Agreement related to the particular Transit Bus and are final and binding on all Purchasers.

9. Regular Meetings

A Steering Committee shall meet at least quarterly and may meet more often where the chair notifies the Parties in writing of special meetings required in accordance with section 10 (Special Meetings).

10. Special Meetings

Metrolinx alone or any two (2) Steering Committee Members can, with at least five (5) Business Days prior written notice to the chair and to the other Steering Committee Members, require a special meeting of the Steering Committee. The written notice shall specify the issue to be considered at the special meeting and shall include an agenda.

11. Location of meetings

Unless a Steering Committee decides otherwise, all meetings of a Steering Committee shall be held at the Project Office.

12. Responsibilities of Steering Committee

Each Steering Committee will be responsible for:

- a. approving the appointment of a chair;
- b. approving the common Transit Bus specifications;
- c. recommending the terms and conditions of each RFP including the proposed Supplier agreements forming a part of each RFP;
- d. recommending the issuance of an RFP pursuant to subsection 6(a) (Decisions of a Steering Committee);
- e. consideration of evaluation committee recommendations related to the evaluation of RFP proposals received;
- f. subject to Section 25 (Award of a Master Agreement), recommending that Metrolinx enter into a Master Agreement with the overall highest-rated RFP Proponent, as well as any amendments to that particular Master Agreement;
- g. subject to this Agreement, establishing rules and procedures regarding its own meetings;
- h. approval of the relevant implementation schedule for each Procurement;
- i. establishing a Communication Plan in cooperation with Metrolinx; and
- j. any other matter required to be approved by the Steering Committee in order to carry out the intent and purpose of this Governance Agreement.

13. Responsibilities of chair

The responsibilities of a Steering Committee chair include:

- a. except for special meetings called in accordance with section 10 (Special Meetings), establishing and distributing the agenda at least five (5) Business Days prior to each meeting;
- b. presiding over each meeting including special meetings; and
- c. arranging for the recording, distribution and storing of the minutes of such meetings.

ARTICLE III: PROCUREMENT APPROACH

14. Vehicle specification

Each Transit Bus specification(s) will be primarily performance-based, identifying minimum performance requirements rather than specific components and enabling all qualified Proponents the flexibility to bid in the most efficient, cost-effective manner. The intent is to provide a common Base Bus; however, Purchasers will have the ability to select an alternative component(s) to that (those) specified, based upon an Options list provided by the successful Proponent. Each Proponent's proposal must include pricing for these optional components.

15. The Request for Proposal (RFP) process

Subject to this Agreement, the specific terms of the RFP and the Master Agreement, each Procurement is intended to identify a Supplier as the exclusive Supplier of that Transit Bus for the Term of the relevant Master Agreement for Purchasers who do not elect to terminate their participation pursuant to section 37 (Termination without cause by a Purchaser). The option to extend for the Option Year(s) will be at the discretion of each Purchaser each of whom shall have the right to exercise the option or not in accordance with the Master Agreement. Upon exercise of a right of extension by any Purchaser under section 56 (Right of Extension), the successful Proponent will be the exclusive Supplier of Transit Buses to such Purchaser(s) during the Option Year(s) in accordance with the terms of the Master Agreement.

16. Supplier

A Supplier procured pursuant to an RFP:

- a. will be given an exclusive contract for Fiscal Year 2011; therefore, Purchasers that plan to procure a Transit Bus in Fiscal Year 2011 and that have not withdrawn in accordance with section 37 (Termination without cause by a Purchaser) must purchase from the successful Supplier on an exclusive basis;
- b. will not be contractually guaranteed the purchase of a particular number of Transit Buses under the relevant Master Agreement; and
- c. will be advised by Purchasers of their respective Transit Bus orders upon approval of funding from their respective municipal councils on or around March 31, 2011 to facilitate Transit Bus delivery in Fiscal Year 2011.

17. Master Agreement

On the recommendation of a Steering Committee issued in accordance with section 25 (Award of Master Agreement) and in compliance with section 45 (Governing laws and agreement) and any Procurement Policies required to be followed by it, Metrolinx may sign a Master Agreement with the successful Proponent for each

completed RFP that will establish the Supplier for each Master Agreement. Notwithstanding the foregoing, as the issuer of the RFP and signatory to the Master Agreement, Metrolinx retains final discretion on whether or not to execute any Master Agreement. The Master Agreement will specify the terms and conditions of the Procurement and costing for the Base Bus as well as pricing for additional Options that can be selected by Purchasers. General terms and conditions that apply to all participating municipalities will be contained in each Master Agreement. Two consecutive one year options will be provided in the Master Agreement that can be exercised by each Purchaser in accordance with section 56 (Right of Extension).

18. Municipal Bus Purchase Agreement (MBPA) with Supplier

Subject to the Master Agreement, each Purchaser will enter into a Municipal Bus Purchase Agreement directly with the Supplier that will provide details of delivery times for their respective Transit Buses, selected vehicle Options specific to that Purchaser, pricing and other appropriate terms and conditions consistent with the terms of the relevant Master Agreement. Each Municipal Bus Purchase Agreement between a Purchaser and the Supplier is subject to review by the Project Engineer prior to execution. The Project Engineer will review each Municipal Bus Purchase Agreement to ensure it is consistent with the respective Master Agreement. Should it be found to be inconsistent, the Project Engineer will report the inconsistency to the Steering Committee and to Metrolinx. Purchasers are required to enter into a Municipal Bus Purchase Agreement with the Supplier for each year of the Option Years if they choose to exercise the right of extension contained in the Master Agreement.

19. Timing

Subject to the terms of this Agreement, the RFP(s) are anticipated to be issued by Metrolinx no later than February 2011 to accommodate delivery of Transit Buses in the Fiscal Year ending March 31, 2012. The Supplier will be selected for a term ending March 31, 2012 with a right of extension under the Master Agreement to each individual Purchaser for the Option Year(s). These timelines are estimates only and are subject to change by Metrolinx, in its sole discretion, acting reasonably.

20. Issuance of RFP

Metrolinx shall conduct each Procurement in accordance with this Agreement, any Procurement Policies that Metrolinx is required to follow, and applicable law. The Procurement shall include:

- a. open advertisement through MERX™;
- b. Proponent information session;
- c. posting of Proponent questions and answers through addenda on MERX™; and
- d. an evaluation committee to review and evaluate all RFP proposals, consisting of one representative from each Purchaser who chooses to participate in the committee.

The costs of the joint Procurement processes shall be borne by Metrolinx provided however that Metrolinx shall not be responsible for any costs incurred by the Parties or any Purchaser relating to such process(es) including without limitation those of Purchasers who elect not to participate under section 37 (Termination without cause by a Purchaser) of this Agreement.

21. Project Engineer

Metrolinx shall retain and provide funding for the services of a Project Engineer who shall assist each Steering Committee and its respective Purchasers, from the time each Master Agreement is executed up until the point the respective Transit Buses are accepted by the respective Purchasers.

In each case, the Project Engineer shall be responsible for:

- a. being the central point of contact for the Supplier with the Purchasers;
- b. reviewing Purchaser MBPAs prior to execution by the Purchaser to ensure consistency with the Master Agreement;
- c. identifying any issues to the Parties and/or Supplier related to the performance of work under the Master Agreement;
- d. overseeing the work of the Bus Inspector where retained by Metrolinx hereunder, including without limitation establishing the bus inspection schedule based upon the Project Engineer's timely receipt of Transit Bus orders from the Purchaser(s) in accordance with this Agreement; and
- e. rejecting work from the Supplier that does not conform to the relevant Municipal Bus Purchase Agreement and/or Master Agreement. This is in addition to the right of the Bus Inspector under section 22 (f) (Bus Inspector).

22. Bus Inspector

Metrolinx shall retain and fund the services of a Bus Inspector to oversee the production of Purchaser Transit Buses at the Supplier's manufacturing location from the start of production until delivery for the current term of the Master Agreement, for Transit Buses ordered prior to June 15, 2011 and June 15 of each Option Year, a copy of which order(s) shall be provided by the Purchaser to Metrolinx no later than the dates specified herein.

Metrolinx will confirm the availability of bus inspection services available hereunder upon receipt of a copy of a Purchaser's Transit Bus order received in accordance with the foregoing. Orders received subsequent to the dates identified herein may not qualify for bus inspection services hereunder.

For each Procurement, the Bus Inspector retained by Metrolinx will report to and take direction from the Project Engineer and shall be responsible for:

- a. performing in-plant inspection services during all phases of the manufacturing, production and assembly of Transit Buses ordered by the Purchasers, including:
 - i. inspecting and ensuring proper function of all installed systems and sub-systems;
 - ii. tracking and documenting production progress;
 - iii. ensuring all deficiencies are corrected prior to release of Transit Buses to Purchasers and witnessing pre-delivery tests;
- b. monitoring and reporting to the Project Engineer compliance by the Supplier with the Technical Specifications, the quality assurance, production and delivery provisions contained in the Master Agreement and the Municipal Bus Purchase Agreement(s), and all applicable Regulations at the time of manufacture;
- c. working with the Supplier, Purchasers and/or Project Engineer to address any issues related to the Supplier's quality and performance of work and production schedule;
- d. reviewing all manufacturer production requests for waiver, requests for deviation and engineering change proposals and submit recommended course of action to the Project Engineer for decision or Steering Committee review;
- e. any cross-border clearances necessary to inspect the manufacturing work conducted in Canada and in the USA;
- f. rejecting work from the Supplier that does not conform to the relevant Master Agreement and/or the Municipal Bus Purchase Agreement; and,
- g. providing a final inspection summary for each Purchaser detailing production and inspection information for the Transit Buses ordered.

23. Fairness Commissioner

Metrolinx shall retain and provide funding for the services of an independent fairness commissioner. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of the RFP and any Procurement Policies required to be followed by Metrolinx.

24. Evaluation of Proposals

The Parties agree that:

- a. An evaluated award approach will be used in awarding each Master Agreement.
- b. An evaluation committee, consisting of representatives from each Purchaser who chooses to participate in the committee, will conduct the evaluation of proposals in compliance with any Procurement Policies required to be followed by Metrolinx and will include the following:
 - i. Stage I will consist of a review to ensure all of the mandatory submission requirements have been met.
 - ii. Stage II will consist of a review to ensure all of the mandatory technical requirements have been met.

- iii. In stage III, the evaluation committee will score the rated items in each qualified proposal.
- iv. Stage IV will occur after the completion of stage III, when the sealed pricing envelope for each qualified Proponent will be opened and the Base Bus price(s) and total spare parts basket price(s) will be evaluated and scored.
- v. At the conclusion of stage IV, all scores from stage III and stage IV will be added to determine the overall highest scoring Proponent.

Proponents must successfully complete each stage prior to proceeding to the next stage of the evaluation as listed above. If mandatory requirements are not met, proposals may be rejected and not evaluated further.

Metrolinx shall be entitled to attend all meetings of the evaluation committee, but shall not evaluate proposals.

25. Award of a Master Agreement

- a. Each Steering Committee may recommend that Metrolinx award a Master Agreement to the overall highest-rated Proponent identified in relation to each respective evaluation process by sending written notification thereof to Metrolinx.
- b. Notwithstanding paragraph 25 (a), each Steering Committee reserves the right not to proceed with recommendation of award to any qualified Proponent if, in the view of two-thirds or more of Steering Committee Members, no Proposal is acceptable based on the terms and conditions of the RFP. If at least two-thirds of the Members of a Steering Committee agree that no proposal is acceptable, they may agree to recommend to Metrolinx that the RFP be cancelled and each Purchaser shall thereafter be free to obtain the Transit Buses which were the subject of the RFP subject to the survival of and the Purchaser's continued compliance with the specific terms of this Agreement, including without limitation confidential and conflict of interest.
- c. Following a Steering Committee's recommendation to Metrolinx to award a Master Agreement and in accordance with section 36 (Termination without cause by a Purchaser), Purchasers have five (5) Business Days following the Steering Committee's recommendation to decide whether they will participate or terminate their participation under this Agreement without cause. Following these five (5) Business Days, Metrolinx shall wait no less than three (3) Business Days prior to executing the Master Agreement and notifying the successful Supplier.
- d. Metrolinx's execution of a Master Agreement is subject to Metrolinx's rights under section 17 (Master Agreement) of this Agreement.

ARTICLE IV: LIABILITY

26. No Metrolinx liability

Where Metrolinx has entered into a Master Agreement, each Purchaser acknowledges and agrees that Metrolinx shall not be liable or responsible to any other Party to this Agreement, any Purchaser, the Supplier and/or any third party for any matter arising under such Master Agreement, the Procurement process or the provision of the Deliverables, except to the extent to which such matter relates to the negligence or wilful misconduct of Metrolinx in the performance of its duties, and without limiting the generality of the foregoing, each Purchaser acknowledges and agrees that:

- a. Metrolinx will not be liable or responsible for any act or omission of the Purchaser or the Supplier in relation to Deliverables under any Master Agreement and/or any Municipal Bus Purchase Agreement. In no case whatsoever will Metrolinx be responsible or liable for the cost of any Deliverables under an MBPA.
- b. Metrolinx shall not be liable or responsible in any way whatsoever and the Purchasers agree that they shall satisfy themselves as to the suitability of the Deliverables for their purposes, including without limitation the Deliverables compliance with applicable laws, policies, safety, licensing, funding and insurance requirements as such may apply to the Purchaser's provision of transit services in its jurisdiction and/or its acquisition of Transit Buses hereunder, and including without limitation and by way of example only, the Ministry of Transportation's Canadian Content for Transit Vehicle Procurement Policy, a copy of which is attached as Schedule I.
- c. Metrolinx has not endorsed, recommended or approved the suitability of a Supplier or its Deliverables for a Purchaser.
- d. Each Purchaser shall be responsible for obtaining its own professional advice, including its own independent legal advice in respect of its execution of this Agreement, its participation hereunder, and its completion of a Municipal Bus Purchase Agreement, if any. Each Purchaser may include such additional business and legal terms and conditions to the Municipal Bus Purchase Agreement as it sees fit in the circumstances provided that the required terms of the Municipal Bus Purchase Agreement approved by the Steering Committee (the "Required Terms") are wholly retained and provided further that such additional terms and conditions are not inconsistent with the terms and conditions of the relevant Master Agreement and Required Terms.
- e. Unless otherwise provided in this Agreement, each Purchaser shall be responsible for its own costs of any nature whatsoever arising as a result of,

through or in any way related to its execution of this Agreement and its participation hereunder.

- f. Unless otherwise provided in this Agreement, each Purchaser shall be responsible for the oversight and administration of its own Municipal Bus Purchase Agreement with the Supplier, including without limitation the Supplier's compliance with the Canadian Content Policy and shall not direct any Supplier service issues that may arise to Metrolinx but shall inform Metrolinx's Project Engineer of such issues.
- g. Metrolinx shall not be liable for any loss or damages suffered by any of the Purchasers, or any other person as a result of any act or inaction of Metrolinx.
- h. Metrolinx will not be liable for any losses, costs or damages sustained or incurred by any Purchaser, including losses, costs or damages relating to third party lawsuits arising out of any Procurement process or Master Agreement.

ARTICLE V: ROLES AND RESPONSIBILITIES

27. Roles and responsibilities of Metrolinx

Metrolinx shall have the following roles and responsibilities in addition to those referred to elsewhere in this Agreement:

- a. Metrolinx shall facilitate all aspects of each RFP including without limitation, issuance, evaluation and award and shall, through the Project Engineer, ~~to~~ administer the provisions contained in a Master Agreement on behalf of the Parties.
- b. Metrolinx shall appoint and fund a Project Manager.
- c. The Project Manager may attend and participate in any of the activities carried out in relation to the joint Procurement, including any meetings of a Steering Committee and/or sub-committee(s) established by a Steering Committee.
- d. Metrolinx will:
 - i. work with each Steering Committee to coordinate the:
 - I. development of common Transit Bus specifications;
 - II. development of common RFP terms and conditions for each Transit Bus RFP;
 - III. development of each Transit Bus Master Agreement and Municipal Bus Purchase Agreement;
 - ii. assist in the consolidation of Transit Bus orders on behalf of the Purchasers; and

- iii. be responsible for notifying the Supplier and respective Steering Committee if other municipalities wish to participate in the Procurement by becoming Purchasers. At such time, Metrolinx shall contact the Supplier to determine if there is sufficient manufacturing capacity to accommodate the additional Transit Buses on the basis of the existing terms and conditions of each Master Agreement.
- e. Metrolinx shall not:
 - i. evaluate proposals;
 - ii. mediate disputes between the Purchaser and the Supplier following the execution by a Purchaser of a Municipal Bus Purchase Agreement; or
 - iii. pay or otherwise be responsible for any amounts for Deliverables or other services as may be set out in any Purchaser's Municipal Bus Purchase Agreement from time to time to the Supplier.
- f. Notwithstanding anything in this agreement to the contrary, any payment or funding obligation made by Metrolinx under this Agreement in respect of any activity whatsoever, including without limitation Metrolinx's retention of a Project Engineer and/or Bus Inspector, is subject to there being an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy such commitments under this Agreement. Activity payment or funding obligations may be reduced or terminated, in response to the Legislature's annual budget, a change in departmental funding levels by the Legislature, or any other parliamentary decision that has an impact on the program under which this Agreement is made.
- g. Notwithstanding its retention of the Bus Inspector pursuant to section 22 (Bus Inspector) and the Project Engineer pursuant to section 21 (Project Engineer), Metrolinx does not guarantee, warranty or otherwise provide any assurance as to suitability of any of the Deliverables to the Purchasers, or anyone, and Metrolinx is not responsible for the acts or omissions of the Project Engineer or the Bus Inspector.

ARTICLE VI: PURCHASERS

28. Steps required to become a Purchaser

Subject to section 30 (Addition of Purchasers to this Agreement) a municipality or other entity becomes a Purchaser when:

- a. the person or persons authorized to execute this Agreement on behalf of the municipality or other entity has or have duly executed this Agreement, a counterpart to this Agreement, or a confirmation agreement in the form attached as Schedule "H" (Confirmation Agreement); and

- b. the municipality or other entity has provided to the Project Manager the following documents:
 - 1. a Purchaser information sheet (attached as Schedule "E" (Purchaser information sheet));
 - 2. a certified copy from a Purchaser's clerk or other authorized officer, confirming passage and enforceability of a by-law or resolution, as applicable, which includes, at a minimum, the information in the sample by-law/resolution attached as Schedule "F" (Sample council/board/commission by-law/resolution), including the designation of persons authorized to provide instructions and any necessary approval for the Procurement as Steering Committee Member, Alternate Member, and confirming that all necessary actions have been taken by the Purchaser to authorize such persons to give instructions and any necessary approval for the Procurement. The designations shall refer to positions rather than to specific individuals; and
 - 3. a confidentiality agreement (attached as Schedule "G" Confidentiality Agreement).

29. Representations and warranties of Purchaser

- a. Each Purchaser covenants, represents and warrants to Metrolinx that:
 - i. It is a validly existing legal entity under the laws of its relevant jurisdiction;
 - ii. it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms, including the entering into joint Procurement arrangements and has passed any necessary by-law or resolution, and has complied with its own procurement requirements;
 - iii. it will take all necessary steps to ensure that it has all approvals (including budget approvals) required to carry out the Procurement including without limitation recommending award of contract to the successful Proponent, and completing and executing any MBPA under a Master Agreement;
 - iv. its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents, by-laws, or any other agreements, ordinances or laws to which it is a party or subject;
 - v. it has not entered into any agreement or arrangement that would restrict the ability of Metrolinx to perform its obligations under this Agreement, and
 - vi. unless it has withdrawn from the Governance Agreement under section 36 (Termination without cause by a Purchaser) it will not enter into any new

contract or contract extension with any supplier other than the Supplier for the Deliverables specified in the Master Agreement without the prior written approval of Metrolinx unless the Supplier cannot provide the Deliverables on a timely basis or has not met the requirements under the Master Agreement or Municipal Bus Purchase Agreement, as determined by the Steering Committee acting reasonably.

- b. The Purchaser shall be deemed to have repeated the foregoing representations and warranties each time it provides instructions for a Procurement. Metrolinx shall have no obligation to make any further inquiry to confirm the truth or accuracy of any representation or warranty, or the validity of any action taken by a Purchaser hereunder.

30. Addition of Purchasers to this Agreement

Metrolinx may from time to time after the Effective Date of this Agreement, add Eligible Purchasers as Parties to this Agreement. Each proposed additional Eligible Purchaser must first:

- i. receive confirmation from the Project Engineer that the Supplier has sufficient capacity to accept additional Purchasers without impacting on the delivery of Transit Buses already on order by existing Purchasers;
- ii. confirm in writing to Metrolinx that it has not issued an RFP or a tender or subsequently cancelled an order for Transit Buses in Fiscal Year 2011, Fiscal Year 2012 or Fiscal Year 2013 in order to participate in this Procurement; and
- iii. complete section 28 (Steps required to become a Purchaser) in full.

Upon its completion of the foregoing an Eligible Purchaser shall become a Purchaser and shall enjoy all of the rights and obligations thereunder excepting only the services of Metrolinx's Bus Inspector which shall be subject to the availability of Metrolinx funds. The Purchaser may then enter into a Municipal Bus Purchase Agreement in accordance with the approved specifications and Options available for the respective Procurement. Each Purchaser agrees that this Agreement is binding on it regardless of the addition of Purchasers by Metrolinx hereunder.

ARTICLE VII: DEFAULT, ENFORCEMENT AND TERMINATION

31. Event of Default

Each of the following events is an Event of Default in respect of either a Purchaser or Metrolinx ("Event of Default"), as applicable:

- i. if any representation or warranty made by the Purchaser in this Agreement or any documentation delivered to Metrolinx by the Purchaser pursuant hereto shall be materially false or misleading in any respect;
- ii. if the Purchaser is in default in carrying out any of the material terms, covenants, or obligations of this Agreement;
- iii. if Metrolinx is in default in carrying out any of the material terms, covenants, or obligations of this Agreement; or
- iv. if Metrolinx, the Purchaser or any of their respective advisors, partners, directors, commissioners, officers, Personnel, agents, representatives, or contractors has breached the requirements of Article XII (Conflict of interest) and Article XIII (Confidential Information).

32. Metrolinx remedies for Event of Default by Purchaser

Notwithstanding any other rights which Metrolinx may have under this Agreement, if an Event of Default by a Purchaser has occurred as determined by the Steering Committee under section 6(d) (Decisions of the Steering Committee), Metrolinx shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by Metrolinx, Metrolinx has first given written notice of the Event of Default to the defaulting Purchaser and the defaulting Purchaser has failed to correct the Event of Default within thirty (30) calendar days or such longer period of time as Metrolinx may consent in writing, Metrolinx, may, at its option, terminate the defaulting Purchaser's right to participate in the Procurement by giving the defaulting Purchaser at least thirty (30) calendar days prior written notice of the termination date. As of the termination date:

- the defaulting Purchaser shall no longer participate in the Procurement;
- subject only to its obligation to comply with terms surviving the expiry or termination of this Agreement, the defaulting Purchaser shall no longer be a Purchaser for the purpose of this Agreement; and
- subject to Article X (Dispute Resolution), Metrolinx may avail itself of any other legal remedies that may be available to it under law or in equity.

33. Termination for Event of Default by Metrolinx

If an Event of Default by Metrolinx has occurred, as determined by the Steering Committee in accordance with section 6(d) (Decisions of the Steering Committee), a Purchaser shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by a Steering Committee, the Steering

Committee shall have first given written notice of the Event of Default to Metrolinx and Metrolinx has failed to correct the Event of Default within thirty (30) calendar days or such longer period of time as that Steering Committee may approve in writing:

- a. The Purchaser may, subject to section 38 (Obligations survive), terminate this Agreement by giving Metrolinx at least thirty (30) calendar days prior written notice of the termination date.
- b. Subject to Article X (Dispute resolution), each Purchaser may avail itself of any other legal remedies that may be available to it at law or in equity.

34. Termination without cause by Metrolinx

Metrolinx may terminate this Agreement at any time, without cause, by delivering written notice, in accordance with IX (Notice), to that effect to each Purchaser, which notice shall be effective sixty (60) calendar days following delivery of the notice by Metrolinx. Any outstanding payment obligations of the Purchasers remaining as of the date of termination shall remain in effect.

35. Effect of Termination without cause by Metrolinx

Where Metrolinx has provided notice pursuant to section 34 (Termination without cause by Metrolinx), the remaining Parties may request that Metrolinx assign any or all of its rights and obligations under this Agreement and/or the Master Agreement to them or any of them. Such request shall be made before the expiry of the notice period referred to in section 34 (Termination without cause by Metrolinx).

36. Termination without cause by a Purchaser

A Purchaser may terminate its participation under this Agreement or any RFP without cause up to five (5) Business Days following the Steering Committee's recommendation to Metrolinx to enter into the Master Agreement pursuant to section 25 (Award of a Master Agreement), by delivering written notice to that effect to the other Parties which notice shall be effective immediately. Where a Purchaser gives such notice, it shall no longer have any rights under this Agreement with respect to participation on the Steering Committee in relation to the relevant RFP. No notice by an individual Purchaser shall affect the rights and obligations of the other Parties.

37. Termination after award by a Purchaser

Subsequent to the award of a Master Agreement, a Purchaser is required to engage in the joint Procurement to the extent permitted by the amount of funding approved by that Purchaser's approving authority for the purchase of Transit Buses for the initial year of the RFP and a Purchaser shall not purchase Transit Buses from any party other than the successful Proponent during this period. In addition to any other

remedies which may be available to Metrolinx, failure to comply with this provision may result in Metrolinx and/or the Province of Ontario withholding any applicable Provincial vehicle funding as may be applicable.

38. Obligations survive

Despite any termination under this Article VIII (Default, enforcement and termination) each Party agrees that certain Party rights and obligations (whether contingent or matured, absolute or not), as set out in section 60 (Survival), of each Party existing immediately before the termination shall survive such termination.

Where Metrolinx terminates this Agreement pursuant to section 34 (Termination without cause by Metrolinx), it shall remain responsible for all costs to which it is obligated under this Agreement up to the point of termination or early termination.

Notwithstanding a Purchaser's termination of its participation in this Agreement under this Article VIII, the Purchaser shall continue to be bound by the terms and conditions of any MBPA which may have been executed by it prior to such termination and any termination of an MBPA by the Purchaser shall be made only in accordance with its terms.

ARTICLE IX: NOTICE

39. Address for notices

Any notice or other communication required or permitted to be given under this Agreement shall be delivered or sent by registered mail, postage prepaid or facsimile (with follow-up mailed copy unless otherwise specified in this Agreement) in the case of Purchasers to the addresses or facsimile numbers set out in Schedule "E" (Purchaser information sheet) and, in the case of Metrolinx to:

Attn.: Project Manager
Transit Partnerships Innovation
20 Bay Street, Suite 600
Toronto, ON M5J 2W3
Fax: (416) 874-5901

Any Party may change the address to which notices or other communications required or permitted to be given under this Agreement shall be sent, by sending notice in writing to every other Party which shall become effective immediately upon receipt of such notice.

ARTICLE X: DISPUTE RESOLUTION

40. Legal remedies for Disputes

Any dispute, question, claim, or other matter arising out of or relating to this Agreement (collectively, a "Dispute") shall be resolved by the following escalation procedure. However, no Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purposes of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that are not otherwise available under this Agreement, including temporary and preliminary injunctive relief and restraining orders.

41. Disputes with Supplier

Each Purchaser shall be solely responsible for dealing with any Disputes that may arise between it and the Supplier. Purchasers shall share equally the costs related to any disputes with the Supplier arising out of a dispute related to the Master Agreement.

42. Three-tiered dispute resolution

The Parties agree that any Dispute shall be referred for dispute resolution by high-level negotiation, mediation or arbitration in the manner described in Schedule "B" (Dispute Resolution). For greater certainty, a Party may refer a Dispute to dispute resolution under the provision of this Article X (Dispute resolution) by the delivery of a notice requesting dispute resolution to the other Parties, which notice shall set out the Dispute in reasonably sufficient detail (a "Dispute Notice").

43. Performance to continue

Notwithstanding that a matter has been referred to dispute resolution under the provisions of this Article X (Dispute resolution), the Parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of this Agreement to the best of their abilities.

44. Dispute cost

The Parties shall be responsible for their own costs for any dispute arising out of this Agreement. Except for Metrolinx, the Parties in a Dispute shall share equally the costs related to any disputes with the Supplier arising out of a dispute related to the Master Agreement.

ARTICLE XI: Interpretation of Agreement

45. Governing laws and agreement

This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

46. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, which shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. Provided that the context allows, the remaining provisions shall be interpreted in the same way as they would have been had the severance not taken place.

47. Entire agreement

- a. This Agreement shall constitute the entire Agreement and understanding between the Parties relating to the matters described herein and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied, existing between the Parties at the date of execution with respect to the subject of this Agreement. None of the Parties shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement or as mandated by federal or provincial law.
- b. The following Schedules and Attachments are attached to and form a part of this Agreement:

Schedule "A" – Definitions and Interpretation;
Schedule "B" – Dispute Resolution;
Schedule "C" – Communication Plan;
Schedule "D" – Confidentiality Provisions;
Schedule "E" – Purchaser Information Sheet;
Schedule "F" – Sample Council/Board/Commission By-Law/Resolution;
Schedule "G" – Confidentiality Agreement;
Schedule "H" – Confirmation Agreement
Schedule "I" – Ministry of Transportation Canadian Content for Transit Vehicles Procurement Policy

48. No partnership, joint venture or corporation

The execution of this Agreement and the other arrangements with respect to the Procurement are not intended to create, and shall not be treated as having created, a general or limited partnership, joint venture, or corporation.

49. Members of Council, officers, agents, etc.

Each Purchaser and its members of commissions, council, officers, agents, Personnel, contractors and employees are not, nor are they deemed to be, officers, agents, employees or officials of Metrolinx.

50. No fiduciary duties

Metrolinx shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Purchasers or any other person, or any other obligation other than as specifically stated in this Agreement.

51. Conflict

In the event of any conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall take precedence over the Schedules to this Agreement.

52. Number and Gender

In this Agreement words in the singular include the plural and vice-versa and words in one gender include all genders.

**ARTICLE XII:
CONFLICT OF INTEREST**

53. No conflict of interest

No Purchaser nor any of its respective advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors shall engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially) with the terms and conditions set out in this Agreement or any of the Procurements, RFPs, Master Agreements and MBPAs contemplated or completed under this Agreement. Each Purchaser acknowledges and agrees that it shall be a conflict of interest for it to use Confidential Information relevant to the Procurement or otherwise, where Metrolinx has not specifically authorized such use unless the Confidential Information relates solely to that Purchaser and has been provided by that Purchaser. Where a Purchaser exercises its right to terminate its participation in the Procurements in accordance with section 36 (Termination without cause by a Purchaser), it shall not be entitled to contract

with the Supplier for the purchase of Transit Buses which were the subject matter of the RFP during the Term of the Master Agreement.

ARTICLE XIII: CONFIDENTIAL INFORMATION

54. Confidential Information

During and following the Term of this Agreement, each Purchaser shall abide by the terms and conditions set out in Schedule "D" (Confidentiality Provisions), and shall ensure that its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors keep all Confidential Information confidential in accordance with the terms and conditions set out in Schedule "G" (Confidentiality Agreement) with respect to each Purchaser

ARTICLE XIV: Term

55. Term

Subject to any extension or termination of this Agreement pursuant to the provisions herein, or the survival of any of the obligations of this Agreement as provided herein, this Agreement for the purposes of the Procurement for each type of Transit Bus shall be in effect until the termination or expiration of the relevant Master Agreement (the "Term").

56. Right of Extension

Each Purchaser may exercise the right(s) of extension contemplated by sections 17 (Master Agreement) and 18 (Municipal Bus Purchase Agreement with Supplier), by providing to Metrolinx notice in writing of its intention to do so no later than 45 calendar days prior to the completion of the current term of the Master Agreement. Such notice may be provided by that Party's Member. Notwithstanding anything in this Agreement to the contrary, in the event that no Purchaser notifies Metrolinx of its intention to exercise an upcoming Option Year under the Master Agreement, the Master Agreement shall be deemed to be at an end and shall expire at the completion of its current term.

ARTICLE XV: GENERAL

57. No waiver

- a. The benefit of any provision of this Agreement may be waived in whole or in part by the Party for whose benefit the provision operates and either Party may waive

any or all of its rights in the event of a breach of any provision of this Agreement by the other Party. A waiver is binding on the waiving Party only if it is in writing. A waiver may be absolute or may be limited in any way as to duration or scope.

- b. The failure by one of the Parties to insist in one or more instances on the performance by another Party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Party of its right to require future performance of any such terms or conditions, and the obligations of the other Party with respect to such future performance shall continue to be in full force and effect.

58. Force Majeure

- a. A Party shall not be responsible for failures in performance due to Force Majeure.
- b. "Force Majeure" means any circumstance or act beyond the reasonable control of a Party claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotions, labour stoppages, strikes or lockouts, fire, flood, earthquake, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:
 - i. the negligence or wilful misconduct of the Party claiming Force Majeure or those for whom it is responsible at law;
 - ii. any act or omission by the Party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement; or
 - iii. lack or insufficiency of funds or failure to make payment of monies.
- c. Provided further that, in the case of an event of Force Majeure, the Party affected thereby shall notify the other Party and Metrolinx if Metrolinx is not the other Party, as soon as possible and in any event within five (5) Business Days following the date upon which the affected Party first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the other Party may verify same.
- d. If an event of a Force Majeure continues for a period of more than forty-five (45) calendar days, a Party shall have the right to terminate this Agreement upon five (5) Business Days written notice to the other Parties. This right shall not affect that Purchaser's obligations to a Supplier under a Municipal Bus Purchase Agreement which shall be determined in accordance with the terms of that agreement.

59. Remedies cumulative

All remedies, rights, undertakings, obligations and agreements of the Parties under this Agreement shall be cumulative, and none thereof shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any Party. Each Party may follow any remedy to which it is entitled concurrently or successively, at its option.

60. Survival

Articles XII (Conflict of interest), XIII (Confidential Information), VIII (Default, enforcement and termination), IV (Liability), and section 29 (Representations and warranties of Purchaser), excluding subsection 29 a.iv, shall survive the expiration or termination of this Agreement.

61. Amendment

Except as expressly provided herein, this Agreement may be amended or modified only by an instrument in writing executed by each of the Parties, which will form part of this Agreement.

62. No assignment

Except as otherwise provided in this Agreement Metrolinx shall not assign the whole or any part of its rights or obligations under this Agreement without the express written consent of the Steering Committees, which consent shall not be reasonably withheld.

No Purchaser shall assign the whole or any part of its rights or obligations under this Agreement without the express written consent of Metrolinx, which consent shall not be unreasonably withheld.

63. Further action

Each Party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

64. Enurement

This Agreement shall enure to the benefit of and be binding upon each Party and their respective successors and permitted assigns.

65. Time of the essence

In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

66. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. All signatures of the Parties to and pursuant to this Agreement may be transmitted by facsimile and such facsimile shall for all purposes be deemed to be the original signature of the person whose signature it produces and shall be binding upon that person and on the Party on whose behalf that person signed.

IN WITNESS WHEREOF, Metrolinx and each of the Purchasers have respectively executed and delivered this Agreement as of the date set out above.

Date: _____

METROLINX

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have the authority to bind the corporation.

Date: _____

**THE CORPORATION OF THE CITY OF
NORTH BAY**

Per: _____

Name:
Mayor

Per: _____

Name:
Clerk

We have the authority to bind the corporation.

SCHEDULE A:
DEFINITIONS AND INTERPRETATION

1. Definitions

In this Agreement,

“Agreement” means this agreement, including its Schedules and Attachments to its Schedules, as may be amended from time to time;

“Alternate Member” means a person designated by a Party to act in the absence of its Member and has all the rights, responsibilities and obligations of the Member;

“Arbitration Act, 1991” means the *Arbitration Act, 1991*, S.O. 1991, c. 17;

“Attachments” means the attachments listed in section 47 (Entire agreement) and attached to some of the Schedules to this Agreement;

“Base Bus” means the Transit Bus proposed by a Proponent, with the Proponent’s choice of standard components/materials that meet the mandatory minimum requirements specified in the RFP, without Options, but including the Purchaser’s choice of driver’s seat;

“Business Day” means any day which is not a Saturday or Sunday or a day observed as a holiday under the laws of the Province of Ontario or the federal laws applicable to the Province of Ontario, or a day observed as a holiday for the Government of Ontario;

“Bus Inspector” means the person or persons retained by Metrolinx under Article III (Procurement Approach) to perform in-plant inspection services during all phases of the manufacturing, production and assembly of the Transit Buses ordered by the Purchasers;

“Canadian Content Policy” means the Ministry of Transportation’s Canadian Content for Transit Vehicles Procurement Policy issued in September 2008 and as amended from time to time, a current copy of which is attached to this Agreement as Schedule “I”;

“Communication Plan” means the communication plan for any major joint communication event developed by Metrolinx and approved by the respective Steering Committee;

“Confidential Information” means (i) the Procurement process and solicitation documents and any information relating to the process and the solicitation documents, including, without limitation, any Request for Proposals issued, or proposed to be issued, by Metrolinx relating to the Procurement, excluding Procurement process and

solicitation documents that are generally available to the public; (ii) any proprietary information of Metrolinx or Purchasers; (iii) any personal information as contemplated in the *Freedom of Information and Protection of Privacy Act (Ontario)* or the *Municipal Freedom of Information and Protection of Privacy Act*; (iv) any other information specifically designated in writing by Metrolinx or a Purchaser as being of a confidential nature;

“Contract” means, in respect of any or all of the Transit Buses, the aggregate of: (a) the Master Agreement; (b) the assignment-specific Municipal Bus Purchase Agreement; (c) the RFP, including any addenda; (c) the Proposal; and (d) any amendments executed in accordance with the terms of the Master Agreement;

“Deliverables” means everything developed for or provided to the Purchaser in the course of performing under a Contract or agreed to be provided to the Purchaser under the Contract, by the Supplier or its employees, volunteers, agents or subcontractors, as further defined, but not limited by the Master Agreement or a specific Municipal Bus Purchase Agreement, including but not limited to any goods or services;

“Dispute” means a dispute as described in section 40 (Legal remedies for disputes);

“Dispute Notice” means a dispute notice as described in section 42 (Three-tiered dispute resolution);

“Effective Date” means the date this Agreement is made as set out on the first page of this Agreement;

“Eligible Purchaser” means a municipality, as defined under the *Municipal Act, 2001*, or a transit authority, including a transit commission, or other persons or classes of persons as may be authorized under the *Municipal Act, 2001*, with which a municipality is permitted to enter into an agreement for the Procurement but, for greater certainty, does not refer to Metrolinx;

“Event of Default” means an event of default as described in section 31 (Event of Default);

“Fiscal Year” means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

“Force Majeure” means any circumstance or act as described in section 58 (Force Majeure);

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c. F. 31, as amended from time to time;

“French Language Services Act” means the *French Language Services Act*, R.S.O. 1990, c. F.32, as amended from time to time;

“Master Agreement” means the contract, including its schedules, to be entered into between Metrolinx and a Supplier to deliver Transit Bus(es) as they will be described in an RFP and any other related supplies and services, or any part thereof;

“Member” means a person designated by a Party as set out in section 2 (Steering Committee membership) and who is deemed authorized by virtue of such designation to perform any action, and provide any required recommendations, instructions and approvals to complete the Procurement within the scope of this Agreement ;

“MERX” means the electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations;

“Moral Rights” has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, and includes comparable rights in applicable jurisdictions;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time;

“Municipal Act, 2001” means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time;

“Municipal Bus Purchase Agreement” or **“MBPA”** means the contract or contracts to be entered into between each Purchaser and the Supplier to deliver the Transit Bus(es) and any other related supplies and services as described in an RFP with any additional Options specified by each Purchaser;

“Option” means a component or material that is proposed and priced by the Proponent as an alternative to the Proponent’s Base Bus standard component/material;

“Option Year” means either of the two (2) consecutive year periods immediately following the initial term of the Master Agreement, as described in section 56 (Right of Extension) of this Agreement;

“Party” means any one of Metrolinx and each Purchaser, and **“Parties”** means more than one Party;

“Personnel” means collectively, in the case of each Party, individuals who provide services to such Party or any of its contractors in connection with this Agreement, whether as employees or independent contractors;

“Procurement” means the process of procuring any one of the Transit Buses as they will be described in the relevant RFP, and any other related supplies and services procured in accordance with this Agreement;

“Procurement Documents” means the Request for Proposals and any documents related thereto;

“Procurement Policies” means the procurement policies and directives in effect from time to time respecting the procurement of equipment, services and supplies applicable to Metrolinx as the case may be, and includes without limitation the Canadian Content Policy;

“Project Engineer” means the project engineer appointed under Article II (Steering Committees) to represent each Steering Committee and Purchasers on technical issues from the time the Master Agreement is awarded up until the point the Transit Buses are accepted by respective Purchasers;

“Project Manager” means the Metrolinx representative responsible for Metrolinx’s overall facilitation and administration of the Procurement in accordance with this Agreement;

“Project Office” means the office designated by Metrolinx as such from time to time by notice in writing to the other Parties;

“Proponent” means a legal entity that submits a proposal in response to a RFP;

“Purchaser” means a municipality, as defined under the *Municipal Act, 2001*, or a transit authority, including a transit commission or board, or other persons or classes of persons as may be authorized under the *Municipal Act, 2001*, with which a municipality is permitted to enter into an agreement for the Procurement and which has complied with the requirements of section 28 (Steps required to become a Purchaser) but, for greater certainty, does not refer to Metrolinx;

“Request for Proposals” or **“RFP”** means the request for proposals to be issued by Metrolinx for the Procurement(s);

“Schedules” means the schedules to this Agreement listed in section 47 (Entire agreement) and attached to this Agreement;

“Steering Committee” means the committees described in Article II (Steering Committees);

“Steering Committee Members” means a person designated by a Party as set out in section 2 (Steering Committee membership);

“Supplier” means the Proponent with whom Metrolinx will enter into a Master Agreement;

“Term” means the term of this Agreement as described in section 55 (Term); and

“Transit Bus” means any one or all, as the case may be, of:

- a. a nine-metre, fully accessible, low-floor, diesel-fuelled bus used for conventional urban transit service that meets all applicable Canadian federal and provincial regulations; or
- b. a twelve-metre, fully accessible, low-floor, diesel-fuelled bus used for conventional urban transit service that meets all applicable Canadian federal and provincial regulations; or
- c. a twelve-metre, fully accessible hybrid low-floor bus used for conventional urban transit service that meets all applicable Canadian federal and provincial regulations.

SCHEDULE B: DISPUTE RESOLUTION

1. High-level negotiation

Subject to section 42 (Three-tiered dispute resolution), in the event a Party issues a Dispute Notice to the other Parties, the Chief Administrative Officer or equivalent of each non-Metrolinx Party, and in the case of Metrolinx, the officer to which the Transit Partnerships Innovation group reports, shall meet and make a good faith effort to resolve the Dispute as set out in the Dispute Notice in a prompt manner and for the purpose of same, each Party shall provide its negotiator with full and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.

Negotiations shall be commenced within thirty (30) calendar days of the delivery of a Dispute Notice and shall, unless all Parties agree otherwise, be concluded within thirty (30) calendar days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall detail, in writing, the manner in which the Dispute has been resolved.

2. Mediation

If the Dispute has not been resolved through high-level negotiation as contemplated in 1 above (High-level negotiation), the Dispute will be referred to structured negotiation with the assistance of a mediator appointed by mutual agreement of the Parties within thirty (30) calendar days of any Party issuing a supplementary Dispute Notice requesting mediation. If a mutual agreement is not reached within the timelines set out above, then Metrolinx, acting in good faith, may appoint a mediator and provide the other Parties with written notice of such appointment. The mediator shall be an independent person who by training and experience has the professional qualifications and the mediation skills to mediate any Dispute that may arise among the Parties to this Agreement. The Parties shall agree on the procedure to be used in mediation. If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.

3. Arbitration

- a. Any Party may, within thirty (30) calendar days of the delivery of the mediator's confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. The Parties shall agree on the procedure to be used for arbitration unless the Parties are required by legislation to comply with a particular arbitration process.
- b. Any determination by arbitration shall be final and binding upon the Parties, and not subject to appeal or challenge.

- c. To the extent not specified in this Agreement, an arbitration shall be governed by the provisions of the *Arbitration Act, 1991*, as amended.

SCHEDULE C: COMMUNICATION PLAN

1. Communication Plan

- a. The Parties agree that any communication with third parties in relation to the Procurement shall be carried out in accordance with the terms and conditions set out in the Communication Plan approved by each Steering Committee; and
- b. The purpose of the Communication Plan is for Metrolinx and Purchasers to communicate with the public about the joint Procurement initiative and to enhance opportunities for appropriate, continuous and consistent recognition of the co-operative efforts of the Parties.
- c. Each Purchaser and Metrolinx agree to undertake joint communications activities and products that will promote opportunities to communicate with the public in an open, transparent, effective and proactive manner, using appropriate, ongoing, consistent public information material acknowledging the Parties' participation as set out in this Agreement.
- d. Unless agreed to in advance by all Parties, the Party shall give the other Parties reasonable notice of ten (10) Business Days prior to media releases, media conferences, public announcements and other events pertaining to the joint transit Procurement, and/or the printing, producing or publishing of:
 1. public reports,
 2. Internet pages providing information for transit agencies, municipalities, contractors and members of the public on this Agreement.

SCHEDULE D: CONFIDENTIALITY PROVISIONS

1. Injunctive and other relief

Each Party acknowledges that breach of any provisions of this Schedule (Confidentiality Provisions) may cause irreparable harm to any of the other Parties, or to third parties to whom any of the Parties owes a duty of confidence, and that the resulting injury to a Party, or to any third party may be difficult to calculate and adequately compensate in damages. Each Party agrees that any other Party, is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any other remedy available to it by law against any actual or potential breach of the provisions of this Schedule (Confidentiality Provisions), subject to any applicable statutory exemptions and acknowledging that any request for equitable relief is within the discretion of a court.

2. Notice and protective order

If a Party or any of its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives or contractors becomes legally compelled to disclose any Confidential Information, that Party shall provide each of the other Parties, with prompt notice to that effect to allow any of the Parties, to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the other Parties, and their respective legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Party will disclose only that portion of the Confidential Information which the Party is legally compelled to disclose, only to such person or persons to which the Party is legally compelled to disclose, and the Party shall provide notice to each such person or persons – in co-operation with legal counsel for the other Parties – that such Confidential Information is confidential and subject to non-disclosure on terms and conditions substantially similar to and not materially less protective than those in this Agreement and shall obtain the written agreement of each such person or persons to receive and use such Confidential Information subject to those terms and conditions.

3. Parties' advisors, agents, Personnel and contractors

Each Party shall limit the disclosure of the Confidential Information to only those of its advisors, agents, directors, commissioners, officers, Personnel, representatives or contractors who need to know it in order to perform the Party's obligations under this Agreement and who have been specifically authorized by the Party to have such disclosure. Each Party shall advise its advisors, agents, directors, commissioners, officers, Personnel, representatives and contractors of the requirements of this Schedule (Confidentiality Provisions) and take appropriate action to ensure their compliance with its terms. In addition to any other liabilities of a Purchaser pursuant to this Agreement or otherwise at law or in equity, that Purchaser shall be liable for any and all liability, losses, costs, damages, expenses (including all reasonable legal, expert

and consultant fees), causes of action, and proceeding arising from any non-compliance with this Schedule (Confidentiality Provisions) by the Purchaser's advisors, agents, directors, commissioners, officers, Personnel, representatives or contractors. Each Party shall execute or require each of its advisors, agents, directors, commissioners, officers, Personnel and contractors involved in any way in fulfilling the Party's obligations under this Agreement to execute Schedule "G" (Confidentiality Agreement) with respect to each Purchaser and Schedule "H" (Confidentiality Agreement for execution by Metrolinx) with respect to Metrolinx, where applicable.

**SCHEDULE E:
PURCHASER INFORMATION SHEET**

1. Legal name of organization

The Corporation of the City of North Bay

2. Contact information

Mailing address and fax number for notices:

North Bay Transit
190 Wyld St.
North Bay, Ont.

Fax: 705 476-5308

Steering Committee Member

Alternate Member

Title: Transit Manager

Mechanical Supervisor

Address: 190 Wyld St.
North Bay, Ont.
P1B 1Z2

1399 Franklin St.
North Bay, Ont.
P1A 2W1

Telephone #: 705 4740400 Ext. 2165

705 474-4340 Ext. 5214

Fax #: 705 476-5308

705 495-3188

E-mail: dorothea.carvell@cityofnorthbay.ca

gerald.decou@cityofnorthbay.ca

SCHEDULE G: CONFIDENTIALITY AGREEMENT

[Instructional note: To be signed by each Steering Committee Member and submitted to the Project Manager.]

For sufficient and valuable consideration received from the Parties, including the disclosure to the undersigned of certain Confidential Information (as defined below), the undersigned agrees as follows:

1. The undersigned shall maintain the absolute confidentiality of all Confidential Information (as defined below), and, except as expressly permitted herein, shall not directly or indirectly copy, distribute, disclose, use or allow access to, the Confidential Information, or obtain any benefit from the Confidential Information or permit anyone to do any of these things. The undersigned agrees not to disclose any of the Confidential Information to any person for any reason whatsoever other than to those persons with whom the undersigned has an employment relationship who actually need to have knowledge of the Confidential Information for the purpose of facilitating participation in the Procurement. In this event, the undersigned shall disclose such part of the Confidential Information to those persons as is reasonably necessary. Prior to disclosure, however, the undersigned shall issue appropriate directions to those persons to whom it proposes to lawfully disclose the Confidential Information to satisfy the undersigned's obligations herein.
2. The undersigned may disclose Confidential Information to his/her municipal council provided that (i) an *in camera* meeting of municipal council is permitted under Section 239 (2) of the *Municipal Act*, S.O. 2001, Chapter 25 where the Confidential Information will be disclosed, (ii) the undersigned first brings the confidential nature of the information to council; and (iii) the undersigned discloses the Confidential Information only in the *in camera* meeting. The undersigned shall ensure, at the end of the *in camera* meeting, that copies of the Confidential Information that may have been distributed to members of council are returned to the undersigned for destruction. The undersigned shall use all reasonable efforts to ensure the Confidential Information is not recorded in any minutes of the *in camera* meeting; however, if such information is recorded despite application of all reasonable efforts, the undersigned shall ensure the confidentiality of the information in such minutes is maintained.
3. The undersigned shall maintain the security and integrity of any Confidential Information in the possession or control of the undersigned, and shall keep such Confidential Information in a physically secure location to which access is restricted. The undersigned shall use measures to protect the Confidential Information, which are no less stringent than the measures used to protect information of a confidential nature in his/her place of employment. The undersigned shall not have, or acquire, any right, title or interest, including intellectual property rights, in such Confidential Information.
4. The undersigned acknowledges that all Parties have disclosed Confidential Information to the undersigned solely in connection with assisting, advising and/or providing feedback to the Procurement (the "Authorized Purpose"). The undersigned may use the Confidential Information solely in connection with the Authorized Purpose and for no other purpose. The undersigned acknowledges and agrees that unauthorized dealings with the Confidential

SCHEDULE F:
SAMPLE COUNCIL/BOARD/COMMISSION BY-LAW/RESOLUTION

The Council/Board/Commission for

hereby authorizes the future signing by _____,
(authorized agent)

(describe RFP)

_____ of a

(title of agent)

“Governance Agreement for the Joint Procurement of Transit Buses for Fiscal Year 2011-Fiscal Year 2013” (the “Agreement”) for the purpose of purchasing Transit Bus(es) on an exclusive basis pursuant to a process and on terms and conditions set out in the following RFP. In addition, the Council/Board/Commission authorizes _____ (title of Steering Committee Member) to perform any action, and provide any required recommendations, instructions and approvals to complete the Procurement within the scope of the Agreement, to appoint Alternate Members to the Steering Committee to perform the above in their absence and to exercise the Council/Board/Commission’s rights of early termination in accordance with section 36 (Termination without cause by a Purchaser) of the Agreement.

This By-law/Resolution was adopted by the Council/ Board/Commission of

Name of legal entity

on _____, 2011

Member of Council/Governing Board/Commission

Member of Council/Governing Board/Commission

Information would be detrimental to the interests, business and affairs of any of the Parties (or third parties with respect to third party information), including the integrity of the Procurement.

5. On expiration or termination of the undersigned's engagement or participation in the Procurement, or anytime upon a Party's request, the undersigned agrees to ensure all copies and partial copies of any Confidential Information (in any form or media) in the undersigned's possession or control are returned to the requesting Party.

6. In this Confidentiality Agreement, "Confidential Information" means (i) the Procurement process and solicitation documents and any information relating to the process and the solicitation documents, including, without limitation, any Request for Proposals issued, or proposed to be issued, by Metrolinx relating to the Procurement, excluding Procurement process and solicitation documents that are generally available to the public; (ii) any proprietary information of any Party; (iii) any personal information as contemplated in the *Freedom of Information and Protection of Privacy Act (Ontario)* or *Municipal Freedom of Information and Protection of Privacy Act*; and (iv) any other information specifically designated in writing by a Party as being of a confidential nature.

7. The undersigned declares that there is no actual or potential conflict of interest arising out of the receipt of the Confidential Information or the undersigned's role on the Procurement. The undersigned declares that the undersigned will immediately disclose any actual or potential conflict of interest that may arise during the course of participating in the Procurement. Furthermore, the undersigned acknowledges and agrees that if the undersigned is participating in or involved with the Procurement and is at any time in receipt of Confidential Information, the undersigned is precluded from participating in any activity with any third party, including any third party responding to a Procurement solicitation document in respect of the Procurement, whether as an employee, advisor or otherwise, which will constitute an actual or potential conflict of interest for a period of one year from (i) the execution of the agreement(s) with the successful Supplier resulting from the Request for Proposals process or (ii) the final abandonment or cancellation of the Request for Proposal by Metrolinx.

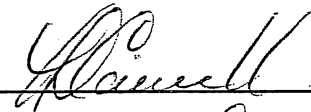
8. No delay or failure by a Party in exercising any rights, powers, remedies or privileges available to it hereunder shall operate as a waiver thereof. The single or partial exercise of a right, power, remedy or privilege shall not preclude its subsequent exercise or the exercise of any other right, power, remedy or privilege. If any provision of this Confidentiality Agreement is invalid, unenforceable or illegal, such provision shall be deemed to be severed without affecting any other provision.

9. Subject to any confidentiality obligations pertaining to third party materials, this Confidentiality Agreement shall survive for a period of the greater of ten (10) years from its execution and the term of any agreement with the successful Supplier resulting from the Request for Proposals process relating to the Procurement, including any renewal periods. For avoidance of doubt, if the confidentiality obligations pertaining to third party materials survive for a longer period of time as stipulated by the relevant third party, then that longer period of time will govern. In the event responsibility for the Procurement is transferred from Metrolinx to another person or entity, the provisions herein relating to Metrolinx shall enure to the benefit of such person or entity. The provisions herein enure to the benefit of any successors and assigns of the Parties.

10. This Confidentiality Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in that Province and is subject to the provisions of the

Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31, as amended, and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56, as amended, as applicable.

11. Defined terms denoted by initial capital letters shall have the meaning ascribed to them in the "Governance Agreement For The Joint Procurement Of Transit Buses for Fiscal Year 2011-Fiscal Year 2013" unless otherwise defined in this Confidentiality Agreement.

Signed: 
Name: DOZOTHY CRIVELL
Title: TRANSIT MANAGER
DATED: _____

**SCHEDULE H:
CONFIRMATION AGREEMENT**

THIS INSTRUMENT of accession forms part of an agreement made as of the 1st day of June, 2008 between Metrolinx and the signatories thereto (the "Governance Agreement"), which agreement permits the addition of parties as Purchasers in accordance with its terms and the execution of the Governance Agreement by such Purchasers by way of counterpart;

AND WHEREAS the undersigned hereby acknowledges having received a copy of the Governance Agreement (which is annexed hereto as Schedule "A") and having read the Governance Agreement in its entirety;

AND WHEREAS all of the capitalized terms used herein have the meanings ascribed to them in the Governance Agreement;

NOW THEREFORE in consideration of the mutual covenants of the parties set out in the Governance Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that:

- a) all of the provisions of the Governance Agreement shall be binding upon the undersigned and such provisions shall enure to the benefit of and be binding upon the undersigned's heirs, executors, administrators, successors and permitted assigns; and
- b) the undersigned represents and warrants that it has all necessary power and authority and has taken all necessary actions to enable it to enter into the Governance Agreement and perform its obligations thereunder.

IN WITNESS WHEREOF the undersigned has executed this Instrument this ____ day of _____, _____.

[Name]

Per: _____

Name: _____

Title: _____

Address of Party for Purposes of Notice:

[insert Address for Notice Purposes]

**SCHEDULE I:
MINISTRY OF TRANSPORTATION CANADIAN CONTENT POLICY**



MINISTRY OF TRANSPORTATION

Canadian Content for Transit Vehicle Procurement Policy

Issued September 2008

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Effective Date

The Canadian Content for Transit Vehicle Procurement Policy is effective as of September 1, 2008.

CANADIAN CONTENT FOR TRANSIT VEHICLE PROCUREMENT POLICY

1. DEFINITIONS

When used in this document, the words set out below that import the singular include the plural and vice versa:

“Canadian content policy” means this Canadian Content for Transit Vehicle Procurement Policy”, as amended from time to time, issued by the Ministry of Transportation.

“component” means any article, subcomponent, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into the transit vehicle.

“dealer” means an agent who distributes transit vehicles on behalf of a manufacturer.

“eligible cost” means the compensation paid by a manufacturer for:

- a) labour performed in Canada that is directly related to the manufacturing process of transit vehicles;
- b) work performed in Canada in relation to freight, manuals, special tools, test equipment, or warranties; or
- c) components, subcomponents and raw materials produced in Canada in respect of transit vehicles or any of the items listed in (b) above.

“engineering” means the application of scientific and technical knowledge to the design, analysis, and/or construction of a subcomponent, component or transit vehicle.

“entity” means a person, firm, corporation, municipality, local board of a municipality, or transit or transportation commission, or authority, acquiring transit vehicles on behalf of a transit operator.

“freight” means the cost for transportation within Canada, and/or paid to a Canadian carrier for a) delivering a subcomponent or component to a manufacturer and b) delivering a transit vehicle to a transit operator or an entity. Only the transportation costs incurred within Canada, and/or paid to a Canadian carrier are eligible freight expenditures under this policy.)

“GO Transit” means the Greater Toronto Transit Authority established by the GO Transit Act, 2001, S.O. 2001, c.16, Sched. A.

“irreversible manufacturing process” means a manufacturing process which transforms subcomponents into a component which cannot be separated back into the subcomponents without destroying the subcomponents’ integrity.

“labour” means the compensation paid for work performed by a manufacturer or, a manufacturer’s supplier of subcomponents and components, that is directly related to the manufacturing process of transit vehicles, including project management and engineering, plus any benefits paid or general administration and similar expenses recognized and allowed by Canadian accounting rules.

“manual” means a handbook or guidebook, specific to a transit vehicle, that a manufacturer may provide to a transit operator, or an entity.

“manufacturer” means the manufacturer of a subcomponent, component or transit vehicle acquired, or that may be acquired, by a transit operator or an entity and, as applicable, includes a dealer for such manufacturer.

“manufacturing process” means the application of processes to alter the form or function of components or subcomponents to create a component or a transit vehicle.

“Metrolinx” means the Greater Toronto Transportation Authority established by the Greater Toronto Transportation Authority Act, 2006, S.O. 2006, c.16.

“Ministry” means the Ministry of Transportation.

“project management” means the application of knowledge, skills, tools, and techniques to the manufacturing process, distribution and acquisition of transit vehicles.

“public transportation” means any service for which a fare is charged for transporting the public by transit vehicles operated by or on behalf of a transit operator, or under an agreement between a transit operator and an entity, and includes special transportation facilities for the physically disabled, but does not include transportation by special purpose facilities such as school buses or ambulance.

“special tools” means an engineered tool that a manufacturer may provide to a transit operator or an entity to service a transit vehicle after delivery.

“subcomponent” means a part of a component which cannot be further separated into its constituent parts without destroying its integrity.

“submission” means a response from a manufacturer to a fair, open and transparent procurement process.

“test equipment” means the diagnostic equipment a manufacturer provides to a transit operator or an entity.

“transit operator” means a municipality, GO Transit or Metrolinx.

“transit vehicle” refers to a street car, bus, trolley bus, subway car, light rail car, or passenger locomotive used for public transportation, made up of subcomponents and components, and acquired by a transit operator, or an entity under a contract with a manufacturer and for which the Province of Ontario may provide, in whole or in part, funding.

“warranty” refers to the promise under a contract between a transit operator, or an entity, and a manufacturer that the material and workmanship of the transit vehicle is defect-free and will perform a specified level of performance over a specified period of time.

2. Introduction

On March 20, 2008, the Government of Ontario announced that all transit vehicles procured with provincial funding must have at least 25 per cent Canadian content. The Canadian content policy is a mandatory requirement for provincial funding of transit vehicles. The policy is expected to promote job retention and creation, foster economic development, protect skilled manufacturing jobs and continue to promote a fair, open and transparent procurement process that ensures value for taxpayers’ dollars. The Ministry of Transportation has conducted extensive stakeholder consultations with municipalities, transit industry manufacturers, suppliers, dealers, as well as its own transit agencies. As a result of the stakeholder consultations, the 25% Canadian content policy will include exemptions and waivers as laid out in this document.

The Canadian content policy is effective as of September 1, 2008. Procurements issued publicly, prior to September 1, 2008, to solicit submissions from manufacturers are exempt from complying with the terms and conditions of the Canadian content policy. The Province will be taking the lead on implementing this policy, through its own coordinated procurement in 2008, the Greater Toronto Transportation Authority (“Metrolinx”) Request For Proposals for Urban Transit Buses under the Joint Transit Procurement Initiative.

As outlined above, the Ontario government is committed to a transparent, fair and open process for transit vehicle procurement that ensures value for taxpayers’ dollars. The Canadian content policy will apply to the procurement of transit vehicles acquired with funds received under provincial programs such as the Dedicated Gas Tax Funds for Public Transportation Program (Gas Tax), the Ontario Bus Replacement Program (OBRP), and potentially other programs, as well as separate transit expansion funding commitments.

Although a minimum of 25% must be achieved and attested to in order to receive provincial funding, a municipality may require a higher percentage of Canadian content for its transit vehicle procurements.

3. Calculating Canadian Content

Under the Canadian content policy, the overall Canadian content of a transit vehicle is calculated as a percentage of the total final costs to the manufacturer, less any applicable taxes.

The Ministry will only consider, as Canadian content, expenditures for eligible costs in respect of transit vehicles for the items listed below and which are directly related to transit vehicles manufacturing process, distribution and acquisition:

labour;
subcomponents and components;
project management;
engineering;
manuals;
special tools;
test equipment;
freight; and
warranty.

In addition, the percentage of Canadian content for expenditures (see above list of items for which expenditures may be considered eligible) related to transit vehicles, components or subcomponents will be calculated as follows:

1. 100% Canadian for a component that has undergone an irreversible manufacturing process in Canada.
2. 100% Canadian for a component that contains 60% or more Canadian content through any combination of expenditures that may be considered eligible, as described above, if such expenditures are made in Canada.
3. The exact Canadian percentage for a component that contains between 0% and 59% Canadian content through any combination of expenditures that may be considered eligible, as described above, if such expenditures are made in Canada.
4. Where a component or subcomponent is procured from a Canadian supplier, a minimum Canadian content of 15% will be assumed, without the requirement of certifying the percentage of Canadian content of the component or subcomponent in a manufacturer's declaration of compliance with the Canadian content policy. Simply handling the component or subcomponent is not sufficient to qualify. The Canadian supplier must provide added value through the procuring, manufacturing or after sales support of the component or subcomponent.

4. Canadian Content Declaration & Consent Form

Transit operators, and entities, must ensure that each manufacturer demonstrates how it will comply with the Canadian content policy requirements, and obtain a written declaration from the manufacturer:

- certifying the percentage of Canadian content of the transit vehicles described in the manufacturer's submission, calculated in accordance with this policy; and
- providing the manufacturer's consent to the disclosure, verification and audit of the information forming the basis of the declaration, both before the contract award and, for the successful manufacturer, during and after the term of the contract. (See Part 9 below for additional details regarding disclosure, verification and audit.)

In addition, transit operators, and entities, must ensure that manufacturers provide such progress reports, during the term of the contract, as they or the Ministry or the Auditor General, or any of their designates, may require, and written declarations of ongoing compliance with the 25% Canadian content requirement.

Should it appear at any time that a manufacturer might not meet the 25% Canadian content level, a transit operator or entity may require the manufacturer to submit a revised plan indicating how it will achieve compliance.

Transit operators, and entities, must ensure that the successful manufacturer demonstrates, upon final delivery of the transit vehicle(s), how it complied with the Canadian content policy requirement, and obtain a written declaration from the manufacturer, certifying the percentage of Canadian content of the transit vehicles, calculated in accordance with this policy.

5. Exemptions

Through the consultation process, concerns were raised regarding the continued availability of certain types of transit vehicles and the ability to procure transit vehicles in an open and fair and fair procurement process in compliance with the 25% Canadian content requirement.

In consideration of the transit operator's efforts to comply with the Accessibility for Ontarians with Disabilities Act, 2005, and to procure specific transit vehicles to meet their individual strategic requirements to improve transit services, the following four vehicle types will be exempted from the 25% Canadian content requirement:

- specialized transit buses;
- conventional transit buses under 40 feet in length;
- double decker buses; and
- passenger locomotives.

Despite the above and to encourage Canadian content for the exempted transit vehicles listed above, transit operators and entities will apply a 5% price preference to the price for the submission with the highest percentage of Canadian content. In practice, this will result in the submission with the highest percentage of Canadian content being evaluated as if the price submitted in the manufacturer's offer were 5% lower than that which was actually submitted. The 5% price preference will be applied for evaluation purposes only, and will not represent an effective reduction in the price submitted by the manufacturer.

6. Waivers

In the event that no Canadian content compliant submissions are received as part of a fair, open and transparent procurement process for non-exempted vehicles, a transit operator may formally request a waiver to comply with the Canadian policy from the Ministry by providing:

- a letter from the Chief Administrative Officer or Chief Executive Office to the Deputy Minister of Transportation supporting the request for a waiver;
- a resolution from the transit operator (e.g., municipal Council, GO Transit Board or Metrolinx Board resolution) requesting a waiver; and
- a detailed report outlining the procurement process that was used.

Upon receipt of the waiver request, the Ministry will have the above-noted documents reviewed by a Ministry-appointed fairness monitor to determine whether a fair, open and transparent procurement process was used. If the procurement process was determined to be fair, open and transparent, the Ministry may waive the requirement for compliance with the Canadian content policy for that specific procurement. The Ministry intends to communicate its decision in writing and within 20 business days upon receipt of the fairness monitor's determination on whether it will provide a waiver. If the Ministry decides that the procurement process is not fair, open and transparent, the transit operator will have to decide to either initiate, or have the entity initiate, a new procurement process or proceed without provincial funding.

Where the Ministry issues a waiver, transit operators and entities will apply a 5% price preference to the price for the submission with the highest percentage of Canadian content. In practice, this will result in the submission with the highest percentage of Canadian content being evaluated as if the price submitted in the manufacturer's submission was 5% lower than actually submitted. The 5% price preference will be applied for evaluation purposes only, and will not represent an effective reduction in the price submitted by the manufacturer.

7. Provincial Enforcement

If, in the opinion of the Ministry, a transit operator, or an entity, fails either to comply with or to ensure manufacturers' compliance with any of the Canadian content policy

requirements, the Ministry may avail itself of any remedies it may have under the terms of the program or arrangement under which the transit vehicle may be funded, or any other remedies it may have at law or in equity.

8. Municipal Enforcement

Transit operators, and entities procuring transit vehicles on their behalf, are responsible for ensuring the manufacturers' compliance with the Canadian content policy. As such, transit operators and entities are expected to include, in their contract documents, provisions that set out the manufacturers' obligations to comply with the Canadian content policy and remedies should a selected manufacturer default in meeting these obligations. Such remedies may include termination for breach of such requirement. In addition, transit operators and entities may require an indemnity from the selected manufacturer for any liability the transit operator and/or entity might incur in the event of such breach. Transit operators and entities should obtain independent legal advice in order to adequately address related issues.

The Province shall not incur any liability whatsoever, expressed or implied, resulting from a transit operator's or entity's implementation of this Canadian content policy.

9. DISCLOSURE, VERIFICATION AND AUDIT

Transit operators and entities are required to ensure manufacturers from whom they acquire transit vehicles are in compliance with this Canadian content policy. Despite the above, and unless provided otherwise under the terms of a program or arrangement under which provincial funds are provided for a transit vehicle, the Province and/or the Auditor General, or any of their designates, may also perform a verification or compliance audit to ensure manufacturers from whom transit operators and entities procure transit vehicles comply with this Canadian content policy, the costs of which the Province will assume.

10. Where to Request or Provide Information

Any questions from transit operators regarding the Canadian content policy are to be directed to the Ministry's Transit Policy Branch at telephone (416) 585-7360 or fax (416) 585-7343.

Any questions from manufacturers regarding the Canadian content policy for a specific transit operators' procurement should be directed to the transit operator, or entity, responsible for the procurement.

CITY OF NORTH BAY**REPORT TO COUNCIL**

Report No: CORP 2011- 107

June 1, 2011

Originator: Margaret Karpenko

Subject: Tender 2011-54, West Ferris Arena Washrooms Upgrades

RECOMMENDATION:

That North Bay City Council approves the award of a contract to DS Contracting in the amount of \$178,887.00 (HST not included.) for the washroom upgrades at West Ferris Arena.

BACKGROUND:

The scope of work for this project includes the supply of all labour and material for the renovation of the Male and Female Public Washrooms located within the main floor lobby of West Ferris Arena. The City identified that these washrooms require updating to provide accessible, barrier free washroom facilities to the public. The work also includes the replacement of all plumbing fixtures, lighting, ventilation, and flooring.

The tender was publicly advertised in accordance with the City of North Bay Purchasing Policy. Fourteen (14) tender packages were distributed directly to vendors. Tenders closed on May 25, 2011. Four (4) tenders were received. The tenders were evaluated by the firm of Evans, Bertrand, Hill, Wheeler Architects, the Facilities & Parking Supervisor, and the City Solicitor. The lowest bid was determined to be non-compliant with the requirements of the tender. The results of the remaining three compliant offers are as follows:

Peak Construction	\$ 171,500.00 (non-compliant)
DS Construction	\$ 178,887.00
Kenalex Construction	\$ 202,400.00
Dominion Construction	\$ 239,260.00

The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Award contract to low bidder that meets the specification and is recommended for award.

-
2. Do not award a contract. This option is not recommended. Choosing to cancel this project would not allow for the installation of accessible washroom facilities in the West Ferris Arena lobby this year. The plan has been to make annual enhancements to the arena washrooms to ensure accessibility standards are achieved.
-

RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended as follows:

That North Bay City Council approves the award of a contract to DS Contracting in the amount of \$178,887.00 (HST not included.) for the washroom upgrades at West Ferris Arena.

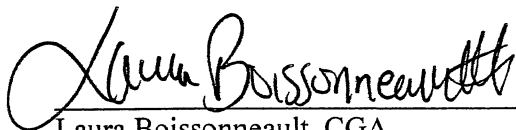
An amount of \$400,000 been allocated in the 2011 Community Services Capital Budget, Line No. 84, Project No. 6017RF Arenas – Palangio / West Ferris Rehab Program. By-Law No. 2011-33 was passed by City Council on March 7, 2011 authorizing the expenditure of \$400,000. The cost of this contract charged to Project No. 6017RF, net of the HST rebate, will be \$182,035.77. As of the signing of this report, Project No. 6017RF has sufficient funds for this purchase.

Respectfully submitted,



Margaret Karpenko, CMA
Chief Financial Officer / Treasurer

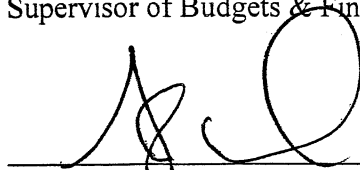
We concur in this report and recommendation.



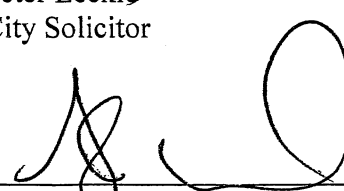
Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Peter Leckie
City Solicitor



Jerry Knox
Managing Director, Community Services



Dave Linkie
Chief Administrative Officer

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-96

May 27, 2011

Originator: Al Lang

Subject: Tender No. 2011-44 - Supply of One (1) Tandem Dump Truck

RECOMMENDATION:

That North Bay City Council approve a contract be issued to Canadian Fleet Services in the amount of \$148,257.80 (HST included) for the supply of one (1) tandem dump truck.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed six (6) tender packages. The tender closed on May 18, 2011 and one (1) tender was received. The Fleet Supervisor evaluated the tender that was received and determined that the bidder has complied with the mandatory items and has met all specifications outlined in the tender document. The Director of Financial Services has reviewed the recommendation with the Fleet Supervisor. The truck will be used within Public Works in the Water and Sewer Department, replacing equipment that has reached the end of their useful life cycle. The acquisition of this new vehicle will reduce delays for maintenance and capital projects while meeting the demands of the department.

<u>Firm</u>	<u>Bid Price</u>
Canadian Fleet Services	\$148,257.80 (including HST)

Since only one bid was received, the Director of Financial Services requested the firm to substantiate that the price quoted to the City of North Bay was not in excess of the lowest price charged to anyone else. They have provided a price list of the vehicle for comparison purposes. The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Purchase the recommended vehicle at the tendered price.
 2. Do not purchase the vehicle. This option is not recommended, as the vehicle is needed for the Water & Sewer Department. Continued use of older equipment negatively impacts service levels, add strain to the operations and results in increased operational costs.
-

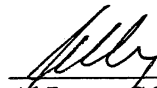
RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended:

That North Bay City Council approve a contract be issued to Canadian Fleet Services in the amount of \$148,257.80 (HST included) for the supply of one (1) tandem dump truck.

An amount of \$800,000 has been allocated in the 2011 Engineering, Environmental Services and Works Water & Sanitary Sewer Capital Budget, Line No. W42 Project No. 6002SS-WS – Public Works Vehicle & Equipment Replacement Program. By-Law No. 2011-40 was passed by City Council on March 7, 2011 authorizing the expenditure of \$800,000. The cost of this vehicle, charged to Project No. 6002SS-WS, net of the HST rebate will be \$133,511.01. As of the signing of this report, Project No. 6002SS-WS has sufficient funds for this purchase.

Respectfully submitted,

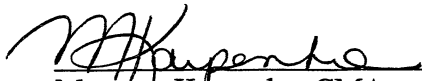


Al Lang, CGA
Director of Financial Services

We concur in this report and recommendation.



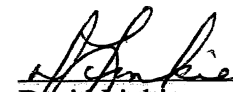
Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Alan Korell
Managing Director of Engineering,
Environmental Services and Works



David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

Attachments: Tender

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-95

May 27, 2011

Originator: Al Lang

Subject: Tender No. 2011-45 - Supply of One (1) 4 X 4 Dump / Plow Truck

RECOMMENDATION:

That North Bay City Council approve a contract be issued to George Stockfish Ford Sales (1987) Ltd. in the amount of \$80,250.34 (HST included) for the supply of one (1) 4 X 4 dump / plow truck.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed nine (9) tender packages. The tender closed on May 11, 2011 and one (1) tender was received. The Fleet Supervisor evaluated the tender that was received and determined that the bidder has complied with the mandatory items and has met all specifications outlined in the tender document. The Director of Financial Services has reviewed the recommendation with the Fleet Supervisor. The truck will be used within Public Works in the Roads Department and replaces a 5 ton single axle plow truck that is at the end of its useful life cycle. The acquisition of this new vehicle will reduce operational delays during the winter control period and during the summer construction season.

<u>Firm</u>	<u>Bid Price</u>
George Stockfish Ford (1987) Ltd.	\$80,250.34 (including HST)

Since only one bid was received, the Chief Financial Officer requested the firm to substantiate that the price quoted to the City of North Bay was not in excess of the lowest price charged anyone else. They have provided a price list of the vehicle and a comparable invoice price of a similar vehicle for comparison purposes. The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Purchase the recommended vehicle at the tendered price.
 2. Do not purchase the vehicle. This option is not recommended, as the vehicle is needed for the Roads Department. Service levels and operational costs would be negatively impacted if the vehicle is not purchased.
-

RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended:

That North Bay City Council approve a contract be issued to George Stockfish Ford Sales (1987) Ltd. in the amount of \$80,250.34 (HST included) for the supply of one (1) 4 X 4 dump / plow truck.

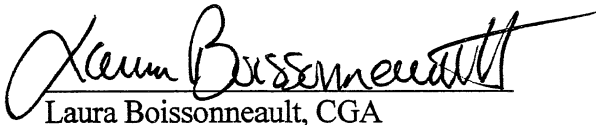
An amount of \$1,200,000 has been allocated in the 2011 Engineering, Environmental Services and Works Capital Budget, Line No. 58, Project No. 6002FL – Public Works Vehicle & Equipment Replacement Program. By-Law No. 2011-41 was passed by City Council on March 7, 2011 authorizing the expenditure of \$1,200,000. The cost of this vehicle charged to Project No. 6002FL, net of the HST rebate, will be \$72,268.06. As of the signing of this report, Project No. 6002FL has sufficient funds for this purchase.

Respectfully submitted,



Al Lang, CGA
Director of Financial Services

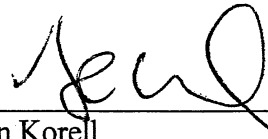
We concur in this report and recommendation.



Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Alan Korell
Managing Director of Engineering,
Environmental Services and Works



David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

Attachments: Tender

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-97

May 27, 2011

Originator: Al Lang

Subject: Tender No. 2011-47 – Supply of One (1) Trackless Municipal Tractor

RECOMMENDATION:

That North Bay City Council approve a contract be issued to Work Equipment Ltd. in the amount of \$133,763.75 (HST included) for the supply of one (1) trackless municipal tractor with attachments.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed nine (9) tender packages. The tender closed on May 11, 2011 and two (2) responsive tenders were received. The Fleet Supervisor evaluated the tenders and determined that both bidders have complied with the mandatory items and have met all specifications outlined in the tender document. The Director of Financial Services has reviewed the recommendation with the Fleet Supervisor. The pricing of the equipment included a basic price plus two options, one for a hydraulic angle plow and one for a salt and sand spreader. Both options are included in the pricing comparisons. The equipment will be used within Public Works in the Roads Department for winter control and during the summer construction season. This equipment replaces an older machine that has exceeded its useful life cycle. The results of the evaluation are:

<u>Firm</u>	<u>Total Bid Price</u>
Work Equipment Ltd.	\$133,763.75 (including HST)
Joe Johnson Equipment Inc.	\$139,027.29 (including HST)

The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Purchase the recommended equipment at the tendered price.
 2. Do not purchase the equipment. This option is not recommended. If this equipment is not purchased, regular maintenance and infrastructure project services would be negatively impacted.
-

RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended:

That North Bay City Council approve a contract be issued to Work Equipment Ltd. in the amount of \$133,763.75 (HST included) for the supply of one (1) trackless municipal tractor with attachments.

An amount of \$1,200,000 has been allocated in the 2011 Engineering, Environmental Services and Works Capital Budget Line No. 58 Project No. 6002FL – Public Works Vehicle & Equipment Replacement Program. By-Law No. 2011-41 was passed by City Council on March 7, 2011 authorizing the expenditure of \$1,200,000. The cost of this equipment charged to Project No. 6002FL, net of the HST rebate will be \$120,458.64. As of the signing of this report, Project No. 6002FL has sufficient funds for this purchase.

Respectfully submitted,

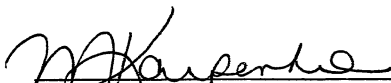


Al Lang, CGA
Director of Financial Services

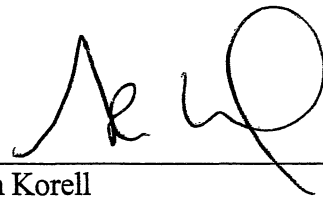
We concur in this report and recommendation.



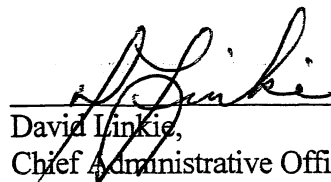
Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Alan Korell
Managing Director of Engineering,
Environmental Services and Works



David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

Attachments: Tender

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-101

May 27, 2011

Originator: Al Lang

Subject: Tender No. 2011-57 – Supply of Three (3) 4 X 4 All Wheel Drive Sport Utility Vehicles

RECOMMENDATION:

That North Bay City Council approve a contract be issued to George Stockfish Ford Sales (1987) Ltd. in the amount of \$89,031.57 (HST included) for the supply of three (3) 4 X 4 all wheel drive sport utility vehicles.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed three (3) tender packages. The tender closed on May 25, 2011 and two (2) tenders were received. The Fleet Supervisor evaluated the tenders and the Director of Financial Services has reviewed the recommendation with the Fleet Supervisor. These vehicles are to be used in the operation of the water and wastewater treatment plants. Council had authorized the City to operate the water and sewer systems after considering an internal proposal and an unsolicited proposal from OCWA. The costs associated with the acquisition of vehicles and equipment were considered when making the business decision. The results of the evaluation are:

<u>Firm</u>	<u>Total Bid Price</u>
True North Chev	\$103,507.51 (including HST)
George Stockfish Ford Sales (1987) Ltd.	\$ 89,031.57 (including HST)

The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Purchase the recommended equipment at the tendered price.
 2. Do not purchase the vehicles. This option is not recommended, as they are required in providing services in the water and wastewater area concerning operations of the water and wastewater treatment plants.
-

RECOMMENDED OPTION / FINANCIAL IMPACTS:


Option 1 is recommended:

That North Bay City Council approve a contract be issued to George Stockfish Ford Sales (1987) Ltd. in the amount of \$89,031.57 (HST included) for the supply of three (3) 4 X 4 all wheel drive sport utility vehicles.

Council Resolution No. 2011-293b on April 18, 2011 authorized the City to operate the water and wastewater treatment facilities as of July 1, 2011. These vehicles are a part of the fleet required for this purpose. The cost of acquiring a fleet of vehicles and equipment was taken into consideration when determining the cost comparisons with the OCWA proposal.


An amount of \$800,000 has been allocated in the 2011 Engineering, Environmental Services and Works Water & Sanitary Sewer Capital Budget, Line No. W42 Project No. 6002SS-WS – Public Works Vehicle & Equipment Replacement Program. By-Law No. 2011-40 was passed by City Council on March 7, 2011 authorizing the expenditure of \$800,000. The cost of these vehicles, net of the HST rebate will be \$80,175.85. As of the signing of this report, Project No. 6002SS-WS has sufficient funds for this purchase.

Respectfully submitted,

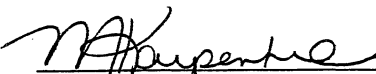


Al Lang, CGA
Director of Financial Services


We concur in this report and recommendation.



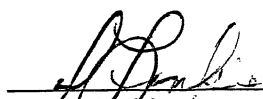
Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Alan Kofell
Managing Director of Engineering,
Environmental Services and Works



David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

Attachments: Tenders

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-100

May 27, 2011

Originator: Al Lang

Subject: Tender No. 2011-58 – Supply of One (1) Pick-up Truck, 4 Wheel Drive Extended Cab, complete with Plow

RECOMMENDATION:

That North Bay City Council approve a contract be issued to George Stockfish Ford Sales (1987) Ltd. in the amount of \$42,269.91 (HST included) for the supply of one (1) pick-up truck, 4 wheel drive extended cab complete with plow.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed three (3) tender packages. The tender closed on May 25, 2011 and two (2) tenders were received. The Fleet Supervisor evaluated the tenders and the Director of Financial Services has reviewed the recommendation with the Fleet Supervisor. This truck will be used in the operation of the water and wastewater treatment plants. Council had previously authorized the City to operate the water and wastewater systems after considering an internal proposal and an unsolicited proposal from OCWA. The costs associated with the acquisition of vehicles and equipment were considered when making the business decision. The results of the evaluation are:

<u>Firm</u>	<u>Total Bid Price</u>
True North Chev	\$42,744.74 (including HST)
George Stockfish Ford Sales (1987) Ltd.	\$42,269.91 (including HST)

The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Purchase the recommended equipment at the tendered price.
 2. Do not purchase the truck. This option is not recommended, as it is required in providing services in the water and wastewater area concerning operations of the water and waste water treatment plants.
-

RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended:

That North Bay City Council approve a contract be issued to George Stockfish Ford Sales (1987) Ltd. in the amount of \$42,269.91 (HST included) for the supply of one (1) pick-up truck, 4 wheel drive extended cab complete with plow.

Council Resolution No. 2011-293b on April 18, 2011 authorized the City to operate the water and wastewater treatment facilities as of July 1, 2011. This vehicle is to be part of the fleet required for this purpose. The cost of acquiring a fleet of vehicles and equipment was taken into consideration when determining the cost comparisons with the OCWA proposal.

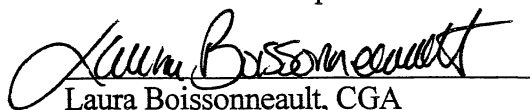
An amount of \$800,000 has been allocated in the 2011 Engineering, Environmental Services and Works Water & Sanitary Sewer Capital Budget, Line No. W42 Project No. 6002SS-WS – Public Works Vehicle & Equipment Replacement Program. By-Law No. 2011-40 was passed by City Council on March 7, 2011 authorizing the expenditure of \$800,000. The cost of this vehicle, net of the HST rebate will be \$38,065.44. As of the signing of this report, Project No. 6002SS-WS has sufficient funds for this purchase.

Respectfully submitted,



Al Lang, CGA
Director of Financial Services

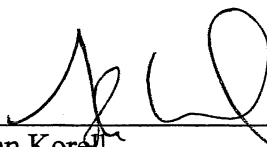
We concur in this report and recommendation.



Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Alan Korell
Managing Director of Engineering,
Environmental Services and Works



David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

Attachments: Tenders

CITY OF NORTH BAY
REPORT TO COUNCIL

#11

Report No: CORP 2011-106

May 31, 2011

Originator: Al Lang

Subject: Tender 2011-41 - Supply of Waterworks, Manhole & Sewer Supplies

RECOMMENDATION:

That North Bay City Council approve a contract be awarded to Wamco Waterworks Northern Inc., in the amount of \$138,164.57 (HST included), to supply waterworks, manhole and sewer supplies on an as and when requested basis from the date of contract to June 30, 2012.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed two (2) tender packages directly to firms. Tenders closed on May 25, 2011. The Stores Clerk, with review by the Director of Public Works performed the evaluation. The pricing was based on estimated amounts and specifications provided by the Water and Sewer Department. The items listed will be brought in as inventory to Central Stores for use during the current waterworks season.

Two (2) responsive tenders were received. The results of the evaluation are as follows:

	<u>Wamco Waterworks Northern Inc.</u>	<u>Corix Water Products East Inc.</u>
Part A - PVC Sewer Pipe & Fittings	\$12,847.65	\$17,738.18
Part B - Copper Pipe	\$24,597.60	\$26,509.46
Part C - M.J. Fittings	\$28,514.65	\$36,516.18
Part D - Valve & Service Boxes	\$17,904.85	\$22,797.75
Part E - Couplings & Brass Fittings	\$22,216.69	\$25,601.45
Part G - Lift Rings, Manhole Frames & Covers	\$25,843.10	\$29,792.45
Part H - Repair Clamps	\$6,240.03	\$7,533.43
TOTALS	<u>\$138,164.57</u>	<u>\$166,488.90</u>

The prices are considered fair and reasonable.

ANALYSIS / OPTIONS:

1. That the awards are made as recommended to the firms with the lowest cost as per the Purchasing Policy.
2. That City crews purchase the items at any location of their choice when they require the product. This option is not recommended as it will result in considerably higher prices paid and stock will not be available when required. This would result in service disruptions to the public.

RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended as follows:

That North Bay City Council approve a contract be awarded to Wamco Waterworks Northern Inc., in the amount of \$138,164.57 (HST included), to supply waterworks, manhole and sewer supplies on an as and when requested basis from the date of contract to June 30, 2012.

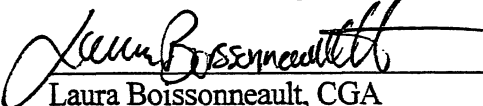
This method of solicitation guarantees the lowest fixed costs available for items for the period specified. The items will also be available in our warehouse when required. Budgets have been approved in various Water and Sewer accounts in the 2011 Operating Budget.

Respectfully submitted,

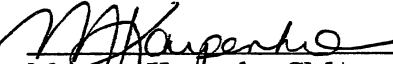


Al Lang, CGA
Director of Financial Services


We concur in this report and recommendation.



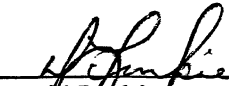
Laura Boissonneault, CGA
Supervisor of Budgets and Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Michael Burke
Managing Director of Corporate Services



David Linkie
Chief Administrative Officer

Personnel designated for continuance: Purchasing Manager

Attachments: Tenders

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-108

May 31, 2011

Originator: Al Lang

Subject: Tender No. 2011-51 - Plant Cold Recycled Asphalt Pavement

RECOMMENDATION:

That North Bay City Council approve a contract be awarded to Miller Paving North Bay in the estimated amount of \$388,500.00 (HST extra), for the supply and placement of Plant Cold Recycled Asphalt Pavement on various City roads.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed six (6) tender packages. Three (3) tenders were received and evaluated by the Manager of Roads & Traffic and reviewed by the Director of Financial Services. The tender was based on estimates of the quantity of material required and the current unit costs. The quantities to be ordered will be adjusted to work within the budget allocations. Payment will be made only for the amount of material requested and delivered. The results of the evaluation are as follows:

<u>Firm</u>	<u>Total Bid Price (HST extra)</u>
Miller Paving North Bay	\$388,500.00
Seeley and Arnill Construction	\$414,300.00
Pioneer Construction Inc	\$441,060.93

The cost is considered fair and reasonable.

ANALYSIS / OPTIONS:

- 1) Award the tender to the low bidder meeting the specifications.
 - 2) Not to award a contract. This option is not recommended as the roads identified are in need of repair. Not to perform the work would result in a further backlog of required reconstruction work.
-


RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended as follows:

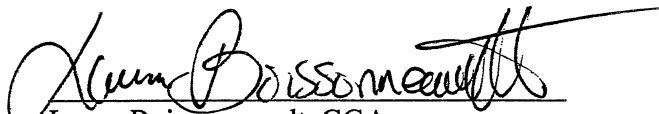
That North Bay City Council approve a contract be awarded to Miller Paving North Bay in the estimated amount of \$388,500.00 (HST extra), for the supply and placement of Plant Cold Recycled Asphalt Pavement on various City roads.

An amount of \$715,000 has been allocated in the 2011 Engineering, Environmental Services and Works Capital Budget, Line No. 64, Project No. 6008RD - Rural Road Street Reconstruction program. By-law No. 2001-39 was passed by City Council on March 7, 2011 authorizing the expenditure of \$715,000. The project budget included an estimated allowance of \$400,000 for contract work, which also includes improvements to drainage and the granular base. The work to be completed with the award of this tender will be adjusted to stay within the budgeted allocation.

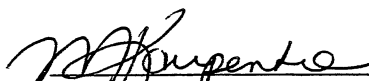
Respectfully submitted,


for: _____
Al Lang, CGA
Director of Financial Services

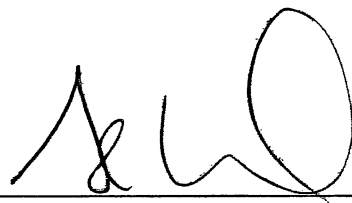
We concur in this report and recommendation.



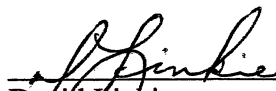
Laura Boissonneault, CGA
Supervisor of Budgets and Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Alan Korell
Managing Director of Engineering,
Environmental Services and Works



David Linkie
Chief Administrative Officer

Personnel designated for continuance: Manager of Roads & Traffic

Attachments: Tenders

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-99

May 27, 2011

Originator: Al Lang

Subject: Tender No. 2011-49 – Supply of One (1) Tandem Truck with Dump Body, Snow Plow and Hydraulic System

RECOMMENDATION:

That North Bay City Council approve a contract be issued to Canadian Fleet Services in the amount of \$324,935.27 (HST included) for the supply of one (1) tandem truck complete with dump body, snow plow and hydraulic system.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed eight (8) tender packages. The tender closed on May 18, 2011 and two (2) tenders were received. The Fleet Supervisor evaluated the tenders and the Director of Financial Services has reviewed the recommendation with the Fleet Supervisor. The truck will be used within Public Works in the Roads Department during winter control periods and during the summer construction season, contributing towards our infrastructure and operational commitments. A 1997 truck and plow have exceeded their useful life cycle and are being traded in for the new vehicle. This new vehicle is equipped with 2010 EPA standards reducing harmful emissions as well as offering greater fuel efficiency. The results of the evaluation are:

<u>Firm</u>	<u>Total Bid Price</u>
Lewis Motor Sales (North Bay) Inc.	\$297,658.20 (including HST)
Canadian Fleet Services	\$324,935.27 (including HST)

The lowest bidder did not meet the mandatory requirements under specification in the tender documents in five (5) defined specification areas of the tender document. The recommendation is to award the tender to Canadian Fleet Services as that firm has complied with the mandatory requirements and has met all specifications outlined in the tender document. The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Purchase the recommended equipment at the tendered price.
 2. Do not purchase the truck. This option is not recommended, as it is needed for the Roads Department. Service levels would be negatively impacted if the truck is not purchased.
-


RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended:

That North Bay City Council approve a contract be issued to Canadian Fleet Services in the amount of \$324,935.27 (HST included) for the supply of one (1) tandem truck complete with dump body, snow plow and hydraulic system.

An amount of \$1,200,000 has been allocated in the 2011 Engineering, Environmental Services and Works Capital Budget Line No. 58 Project No. 6002FL – Public Works Vehicle & Equipment Replacement Program. By-Law No. 2011-41 was passed by City Council on March 7, 2011 authorizing the expenditure of \$1,200,000. The cost of this equipment charged to Project No. 6002FL, net of the HST rebate will be \$292,614.86. As of the signing of this report, Project No. 6002FL has sufficient funds for this purchase.

Respectfully submitted,

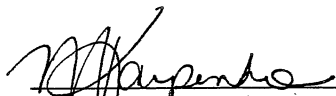


Al Lang, CGA
Director of Financial Services

We concur in this report and recommendation.




Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Alan Korell
Managing Director of Engineering,
Environmental Services and Works



David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

Attachments: Tenders

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-98

May 27, 2011

Originator: Al Lang

Subject: Tender No. 2011- 48 – Supply of One (1) S2400 Igloo Epoke

RECOMMENDATION:

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.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed four (4) tender packages. The tender closed on May 18, 2011 and two (2) tenders were received. The Fleet Supervisor evaluated the tenders and the Director of Financial Services has reviewed the recommendation with the Fleet Supervisor. The equipment will be used within Public Works in the Roads Department during the winter control period. This equipment replaces existing equipment that has exceeded its useful life cycle. Continued active service of existing equipment increases maintenance costs. The results of the evaluation are:

<u>Firm</u>	<u>Total Bid Price</u>
Gin-Cor Industries.	\$50,187.13 (including HST)
Joe Johnson Equipment Inc.	\$68,588.74 (including HST)

The tender documents clearly stated that there were to be “no substitutes”. The lowest bidder did not meet the mandatory requirements under specification in the tender documents as they had substituted Epoke with another product not approved by the City. Epoke is the standard equipment as approved by the City. The recommendation is to award the tender to Joe Johnson Equipment Inc. as that firm has met and exceeded all specifications outlined in the tender document. The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Purchase the recommended equipment at the tendered price.
 2. Do not purchase the equipment. This option is not recommended, as it is needed for the Roads Department. Service levels would be negatively impacted if the equipment is not purchased.
-

RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended:

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.

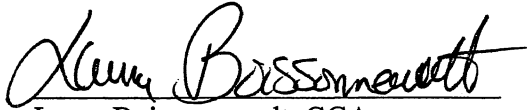
An amount of \$1,200,000 has been allocated in the 2011 Engineering, Environmental Services and Works Capital Budget Line No. 58 Project No. 6002FL – Public Works Vehicle & Equipment Replacement Program. By-Law No. 2011-41 was passed by City Council on March 7, 2011 authorizing the expenditure of \$1,200,000. The cost of this equipment to Project No. 6002FL, net of the HST rebate will be \$61,766.41. As of the signing of this report, Project No. 6002FL has sufficient funds for this purchase.

Respectfully submitted,

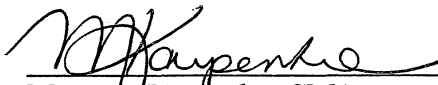


Al Lang, CGA
Director of Financial Services

We concur in this report and recommendation.



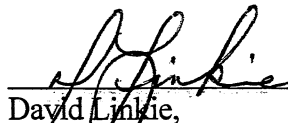
Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



Alan Korell
Managing Director of Engineering,
Environmental Services and Works



David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

Attachments: Tenders

CITY OF NORTH BAY
REPORT TO COUNCIL

#15

Report No: CORP 2011-109 Date: June 06, 2011
Originator: Ron Mimee / Dorothy Carvell
Subject: 2010/2011 Dedicated Gas Tax Funds for Public Transportation Program

RECOMMENDATIONS:

- 1. That the Mayor and the Chief Financial Officer be authorized to sign the Letter of Agreement on behalf of the City of North Bay related to funding provided by the Province of Ontario to the City of North Bay under the Dedicated Gas Tax Funds for Public Transportation Program, and;**
 - 2. That the execution by-law be presented for three readings on June 06, 2011 permitting the Corporation of the City of North Bay to enter into a Letter of Agreement with the Province of Ontario related to funding under the Dedicated Gas Tax Funds for Public Transportation Program.**
-

BACKGROUND:

On May 23, 2011 the Ministry of Transportation announced that municipal transit systems in Ontario will share in \$318 million in gas tax funding for 2011. The funding formula is based on a ratio of 70% ridership and 30% population.

To support increased public transportation ridership in the City of North Bay, and in recognition of the City's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the City of North Bay in an amount up to \$1,034,193 in accordance with and subject to the terms set out in the Letter of Agreement and the guidelines and requirements, with \$775,645 payable on receipt of this signed Letter of Agreement and related execution municipal by-law, and the remaining payment payable thereafter on a quarterly basis.

The requirements for all Dedicated Gas Tax Funds for Public Transportation Program received in 2010 / 2011 and beyond are as follows:

- The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve. As at December 31, 2010 the City's dedicated gas tax reserve fund has been fully used and has a nil balance.
- The Municipality shall use these funds only in accordance with the guidelines and requirements as follows:
 - Public transportation capital expenditures that promote increased transit ridership, and are above a municipality's baseline spending;
 - Public transportation operating expenditures that are above a municipality's baseline spending;

-
- Capital expenditures for the replacement of any transportation vehicles, and are above a municipality's baseline spending;
 - Capital expenditures that provide improvements to transit security and passenger safety, and are above a municipality's baseline spending; and
 - Major refurbishment on any fully accessible, or to be made fully accessible, public transportation vehicle, and are above a municipality's baseline spending
 - Baseline spending is defined as: a municipality's spending level, which equals the average municipal own spending on public transportation for the years 2001 to 2003 and includes a rate of 2% per year for inflation.
- The Municipality shall adhere to all reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
-

ANALYSIS / OPTIONS:

Option #1

Not to authorize the preparation of the by-law and forfeit an allocation of \$1,034,193 for 2011. This option is not recommended.

Option #2

Authorize the signing of the Letter of Agreement and present the authorizing by-law for three readings on June 06, 2011. This would comply with the program requirements and result in the receipt of the full amount of \$1,034,193 for 2011.

RECOMMENDED OPTIONS / FINANCIAL IMPLICATIONS:

Option # 2 is recommended.

- 1. That the Mayor and the Chief Financial Officer be authorized to sign the Letter of Agreement on behalf of the City of North Bay related to funding provided by the Province of Ontario to the City of North Bay under the Dedicated Gas Tax Funds for Public Transportation Program, and;**
- 2. That the execution by-law be presented for three readings on June 06, 2011 permitting the Corporation of the City of North Bay to enter into a Letter of Agreement with the Province of Ontario related to funding under the Dedicated Gas Tax Funds for Public Transportation Program.**

From 2004 to 2010, the City of North Bay received \$6,093,095 in dedicated gas tax funds. These funds have been spent on: the new transit terminal, \$1,646,534; new transit vehicles, \$1,919,640 and \$2,526,921 has been used to offset transit operating expenses that are above our baseline spending.

The City of North Bay has included dedicated gas tax funding of \$462,000 in its 2011 capital budget to fund transit capital projects and \$510,000 in its 2011 operating budget for transit operating purposes. These total budgeted amounts are less than the actual allocation by \$62,193. At the end of 2011 actual eligible expenditures will be compared to the City's baseline spending levels to determine the amount of dedicated gas tax that can be utilized. Any unused funds will remain in the dedicated gas tax reserve fund.

Respectfully submitted,

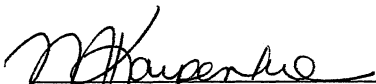


Ron Mimee
Manager of Accounting and Budgets



Dorothy Carvell
Transit Manager

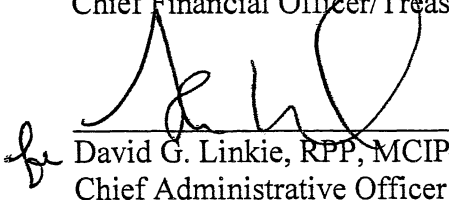
We concur with this report and recommendation.



Margaret Karpenko, CMA.
Chief Financial Officer/Treasurer



Jerry D. Knox
Managing Director, Community Services



David G. Linkie, RPP, MCIP
Chief Administrative Officer

Personnel designated for continuance: Director of Financial Services/Transit Manager
Attachment: Letter of Agreement (4 copies)

Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1ZA
(416) 327-9200
www.mto.gov.on.ca



May 20, 2011

His Worship Al McDonald
Mayor
The City of North Bay
PO Box 360, 200 McIntyre Street East
North Bay, Ontario
P1B 8H8

Dear Mayor McDonald:

RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the “Ministry”) and the City of North Bay (the “Municipality”) Related to Funding Provided by the Province of Ontario (the “Province”) to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this “Letter of Agreement”)

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the “program”) under which two (2) cents of the existing provincial gas tax will be provided to municipalities for public transportation expenditures.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the Dedicated Gas Tax Funds for Public Transportation Program – 2010/2011 Guidelines and Requirements (the “guidelines and requirements”).

.../2

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which have been reviewed and are understood by the Municipality and are hereby incorporated by reference, the Ministry and the Municipality covenant and agree as follows:

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the program in an amount up to \$1,034,193 in accordance with and subject to the terms set out in this Letter of Agreement and the guidelines and requirements, with \$775,645 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law, and the remaining payment payable thereafter on a quarterly basis.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements, including those related to annual appropriations of funds by the Legislative Assembly of Ontario.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds only in accordance with the guidelines and requirements.

5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the program and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2010/2011 program year.
7. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired or to be acquired with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose, and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. If the Legislature fails to appropriate sufficient funds for the program, the Ministry may terminate this Letter of Agreement immediately by giving notice to the Municipality. In such instance the Ministry may cancel all further dedicated gas tax fund payments.
9. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.
10. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation
Division Services and Program Management Office
27th Floor, Suite # 2702
777 Bay Street,
Toronto, Ontario
M7A 2J8

Once the Ministry has received the signed copies together with a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Kathleen Wynne
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and by signing below I am signifying the Municipality's consent to be bound by these terms.

The Corporation of the City of North Bay

Per: _____ Date: _____
Mayor

Per: _____ Date: _____
Chief Financial Officer/Treasurer

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-104

May 30, 2011

Originator: Margaret Karpenko

Subject: Tender No. 2011-07 - Supply of Aggregate Materials

RECOMMENDATION:

1. That North Bay City Council repeal By-Law 2011-111 being a By-Law to authorize the execution of an agreement with 2212880 Ontario Ltd. relating to the supply of aggregate materials.
 2. That North Bay City Council approve a contract be awarded to Pioneer Construction Inc., in the estimated amount of \$420,050 (HST extra), for the supply of Aggregate Materials on an as and when requested basis from the date of contract to October 30, 2011.
-

BACKGROUND:

On April 11 City Council approved a contract be awarded to 2212880 Ontario Ltd. relating to the supply of aggregate materials. Subsequent to the recommendation of April 11, 2011 the aggregate materials were tested to ensure compliance with Ontario Provincial Standard Specifications (OPSS) as laid out in the contract. 2212880 Ontario Ltd. was unable to meet the provincial standards and as such the City of North Bay is required to repeal By-law 2011-11 and award the contract to the next qualified bidder. Communications to 2212880 Ontario Ltd. relating to this issue have occurred.

The tender was based on estimates of the quantity of material required and the current unit costs. The quantities to be ordered will be adjusted to work within the budget allocations. Payment will be made only for the amount of material requested and delivered.

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed six (6) tender packages. Four (4) tenders were received and evaluated by the Manager of Roads and Traffic and the Purchasing Manager. The results are as follows:

2212880 Ontario Ltd.	\$357,400.00 (Non compliant with OPSS)
Pioneer Construction Inc.	\$420,050.00
Poulin Construction & Rental Ltd.	\$424,295.00
Miller Paving Ltd.	\$456,595.00

The cost is considered fair and reasonable.

ANALYSIS / OPTIONS:

Option #1

1. That North Bay City Council repeal By-Law 2011-111 being a By-Law to authorize the execution of an agreement with 2212880 Ontario Ltd. relating to the supply of aggregate materials.
2. That North Bay City Council approve a contract be awarded to Pioneer Construction Inc., in the estimated amount of \$420,050 (HST extra), for the supply of Aggregate Materials on an as and when requested basis from the date of contract to October 30, 2011.

Option #2

Do not purchase any material which will result in cancelled projects and lower service levels.

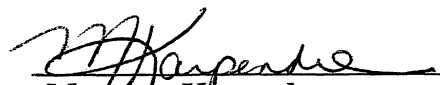
RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended as follows:

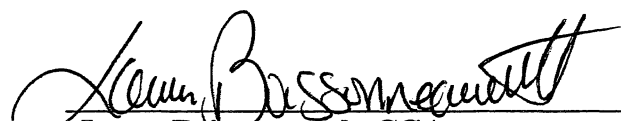
That North Bay City Council approve a contract be awarded to Pioneer Construction Inc., in the estimated amount of \$420,050 (HST extra), for the supply of Aggregate Materials on an as and when requested basis from the date of contract to October 30, 2011.

An amount of \$409,500 has been allocated in the 2011 Public Works and Services Operating Budget. The actual amount spent will not exceed the budgeted amount.


Respectfully submitted,




Margaret Karpenko
Chief Financial Officer / Treasurer



Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting

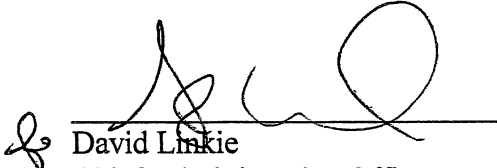


Peter Leckie
City Solicitor



Alan Korell, P. Eng, MCIP
Managing Director of Engineering,
Environmental & Public Works

I concur in this report and recommendation.


David Linkie
Chief Administrative Officer

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: CORP 2011-103

May 30, 2011

Originator: Margaret Karpenko

Subject: 2010 Consolidated Financial Statements

RECOMMENDATIONS:

- 1) That the 2010 Consolidated Financial Statements be received.
 - 2) That the Mayor and Chief Financial Officer of the City of North Bay be authorized to approve the 2010 Consolidated Financial Statements.
-

BACKGROUND:

Section 296 of the Municipal Act requires that all municipalities undertake an annual audit of their accounts and that the auditor expresses an opinion on the financial statements based on the audit. The City's auditor is the firm of BDO Canada LLP, and their report is attached hereto. The Consolidated Financial Statements of the Corporation of the City of North Bay are prepared by management in accordance with Canadian generally accepted accounting practices for local governments as recommended by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants. These consolidated financial statements reflect the assets, liabilities, sources of funding, and expenses of the City of North Bay which includes the activities of all committees of Council and its boards, municipal enterprises and utilities for which the Council of the City of North Bay owned or controlled. These boards and entities include:

- Consolidated Entities:
 - North Bay Public Library Board
 - North Bay Police Services Board
 - Board of Management for the Downtown Improvement Area
 - North Bay Hydro Holding Limited ('Holdco')
- Municipal Enterprises:
 - North Bay Hydro Distribution Limited
 - North Bay Hydro Services Inc.
 - North Bay Jack Garland Airport Corporation

The required Financial Information Return has been submitted on May 31, 2011 as required by the Municipal Act and Performance Measures Report will be filed with the Province in the month of July, 2011. The Financial Statements and the Financial Information Return and Performance Measures will be combined in a 2011 Financial Report and posted on the City's web site in July.

Canadian generally accepted auditing standards state that financial statements are the responsibility of the City's management and BDO Canada LLP has requested that the Mayor and the Chief Financial Officer approve these statements.

HIGHLIGHTS

Key financial highlights of the 2010 Consolidated Financial Statements include the following:

- Cash and cash equivalents have increased significantly when compared to 2009. The factor is the maturity of investments with a net change of approximately \$10,501,005. The Statement of Cash Flows details the various other activities that contributed to this overall increase.
- 2010 is the second year, under Public Sector Accounting Board requirements, that the Consolidated Statement of Financial position contains Tangible Capital Assets. The City undertook a significant exercise which required the inventorying, measuring and costing of its Tangible Capital Assets. These assets are now amortized over their expected life. The net book value of the City's Tangible Capital Assets as at December 31, 2010 is \$477,986,143 versus December 31, 2009 at \$462,353,424.
- The City's accounts receivables have remained relatively the same in comparison to prior years and continue to contain significant grant receivable accruals.
- The City's Taxes receivable appear to have increased on the Consolidated Statement of Financial Position. This is largely due to an accounting reclassification entry of a Tax write off allowance in the amount of \$740,000 to Accounts payable and accrued liabilities. The number of tax accounts in arrears for December 31, 2009 was 967 while 2010 year end tax accounts in arrears totaled 803. A decrease of 164 accounts demonstrates that the City's tax and water department continues to work with our rate payers to develop payment plans in a positive and effective manner. Overall, our collection strategy has proven successful.
- The City's liabilities have decreased significantly due to the wrap up and completion of the water treatment plant.
- The City's debt-to-revenue ratio has decreased very slightly from 39.6% to 39.4%.
- The debt servicing costs (including both principal and interest) to revenue has remained consistent year over year at 6.7%. The City's ratio remains at a reasonable level that supports the city's high level of fiscal flexibility.
- Taxation revenue as a percentage of total revenue has increased from 47% in 2009 to 49% in 2010. This is as a result of our increased assessment base and growth.

ANALYSIS / OPTIONS:

Option #1:

- 1) Receive the 2010 Consolidated Financial Statements.
- 2) The Mayor and Chief Financial Officer, as representatives of management, approve the 2010 Consolidated Financial Statements. Upon receipt of signed statements BDO Canada LLP are ready to issue a clean auditors report for the year ending December 31, 2010.

Option #2:

- 1) Receive the 2010 Consolidated Financial Statements.

-
- 2) The Mayor and Chief Financial Officer do not sign the 2010 Consolidated Financial Statements. This action will delay the issuance of the 2010 auditors report and is not recommended.
-

RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option #1 is recommended as follows:

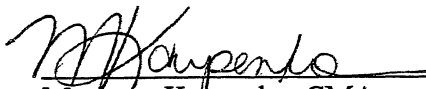
- 1) That the 2010 Consolidated Financial Statements be received.
- 2) That the Mayor and Chief Financial Officer of the City of North Bay be authorized to approve the 2010 Consolidated Financial Statements.

BDO Canada LLP have expressed satisfaction that these financial statements present fairly, in all material respects, the financial position of the Corporation of the City of North Bay as at December 31, 2010.

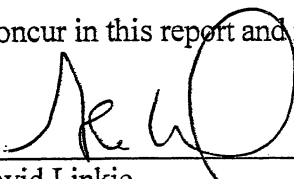
As these Consolidated Financial Statements are the responsibility of City management, BDO Canada LLP has requested that they should be signed by the Mayor and the Chief Financial Officer as evidence that City management approve these statements.

Upon management approval, BDO Canada LLP is ready to issue the Corporation of the City of North Bay a clean auditors report for the year ending December 31, 2010.

Respectfully submitted,


Margaret Karpenko, CMA
Chief Financial Officer/Treasurer

I concur in this report and recommendation.


David Linkie
Chief Administrative Officer

Personnel designated for continuance: Chief Financial Officer

Attachments: 2010 Financial Statements

draft - for discussion only

CORPORATION OF THE CITY OF NORTH BAY
Consolidated Financial Statements
Year Ended December 31, 2010

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draft - for discussion only

Independent Auditor's Report

To the Members of Council, Inhabitants and Ratepayers of the Corporation of the City of North Bay

We have audited the accompanying consolidated financial statements of the Corporation of the City of North Bay, which comprise of the consolidated statement of financial position as at December 31, 2010, and the consolidated statements of operations, changes in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation of these consolidated financial statements in accordance with Canadian generally accepted accounting principles established by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Corporation of the City as at December 31, 2010 and the results of its operations, changes in net financial assets and its cash flows for the year then ended in accordance with the accounting principles prescribed by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.

Chartered Accountants, Licensed Public Accountants

North Bay, Ontario
June 6, 2011

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CORPORATION OF THE CITY OF NORTH BAY
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
As at December 31, 2010

	2010 \$	2009 \$
FINANCIAL ASSETS:		
Cash and cash equivalents	21,770,663	13,346,418
Investments (Note 2)	10,831,825	21,332,830
Taxes receivable	3,846,957	3,274,658
Accounts receivable (Note 3a)vii & 3b)v	14,417,602	14,274,258
Other assets	625,122	350,140
Notes receivable from government business enterprises (Note 3a)v	20,844,551	20,844,551
Investment in government business enterprises (Note 3c)	27,056,388	26,347,706
	99,393,108	99,770,561
LIABILITIES:		
Accounts payable and accrued liabilities	15,075,292	20,243,296
Deferred revenue - general	1,097,877	881,424
Deferred revenue - obligatory reserve funds (Note 4)	3,748,460	2,261,175
Accrued interest on long-term liabilities (Note 8)	204,197	233,957
Post employment benefits payable (Note 5)	12,761,000	12,430,000
Solid waste landfill closure and post-closure care liability (Note 6)	2,022,099	1,880,049
Net long-term liabilities (Note 7)	56,190,331	55,337,941
	91,099,256	93,267,842
NET FINANCIAL ASSETS	8,293,852	6,502,719
NON-FINANCIAL ASSETS:		
Tangible capital assets (Note 19)	477,986,143	462,353,424
Inventories of supplies	1,753,481	1,669,043
Prepaid expenses	543,230	882,834
ACCUMULATED SURPLUS (Note 9)	488,576,706	471,408,020

Commitments (Note 11), Contingent Liabilities (Note 12) and Environmental Indemnities (Note 13)

The accompanying notes are an integral part of these consolidated financial statements.

On behalf of Council:

Mayor

Chief Financial Officer

CORPORATION OF THE CITY OF NORTH BAY**CONSOLIDATED STATEMENT OF OPERATIONS**

For the year ended December 31, 2010

	2010 Budget \$ (Note 16)	2010 \$	2009 \$
REVENUES:			
Property taxation	65,992,759	66,256,273	62,555,493
Taxation from other governments	5,189,044	3,964,295	4,182,073
User charges	25,633,311	26,536,667	26,312,052
Government transfers and grants	31,655,410	33,671,445	32,639,896
Licenses, permit fees and rents	2,834,533	2,047,643	2,624,006
Investment income	1,941,280	1,524,262	2,652,511
Provincial Offences Act (Note 15)	1,758,900	1,686,632	1,696,334
Other	1,642,192	6,238,688	6,370,000
Equity earnings of government business enterprises	-	708,682	516,847
	<u>136,647,429</u>	<u>142,634,587</u>	<u>139,549,212</u>
EXPENSES:			
General government	4,476,550	5,180,467	3,584,656
Protection services	31,189,620	32,871,659	31,797,574
Transportation services	18,235,466	28,959,518	31,129,581
Engineering & Environmental services	14,996,000	26,662,832	22,661,931
Community Services	17,556,832	18,193,343	20,805,176
Recreation and cultural services	9,822,555	11,433,118	11,480,555
Planning and development	2,191,794	2,164,964	2,194,199
	<u>98,468,817</u>	<u>125,465,901</u>	<u>123,653,672</u>
ANNUAL SURPLUS	<u>38,178,612</u>	<u>17,168,686</u>	<u>15,895,540</u>
Accumulated surplus, beginning of year	471,408,020	471,408,020	455,512,480
ACCUMULATED SURPLUS, END OF YEAR (Note 9)	<u>509,586,632</u>	<u>488,576,706</u>	<u>471,408,020</u>

The accompanying notes are an integral part of these consolidated financial statements.

CORPORATION OF THE CITY OF NORTH BAY**CONSOLIDATED STATEMENT OF CHANGES IN NET FINANCIAL ASSETS**

For the year ended December 31, 2010

	2010 Budget \$ (Note 16)	2010 \$	2009 \$
Annual surplus	38,178,612	17,168,686	15,895,540
Acquisition of tangible capital assets	(34,546,000)	(36,235,120)	(40,980,471)
Amortization of tangible capital assets	-	18,779,722	16,446,271
Disposal of tangible capital assets	-	1,822,679	1,361,163
	(34,546,000)	(15,632,719)	(23,173,037)
Increase in inventories of supplies	-	(84,438)	(135,702)
Decrease (increase) in prepaid expense	-	339,604	(726,971)
	-	255,166	(862,673)
CHANGE IN NET FINANCIAL ASSETS	3,632,612	1,791,133	(8,140,170)
Net financial assets, beginning of year	6,502,719	6,502,719	14,642,889
NET FINANCIAL ASSETS, END OF YEAR	10,135,331	8,293,852	6,502,719

The accompanying notes are an integral part of these consolidated financial statements.

draft - for discussion

CORPORATION OF THE CITY OF NORTH BAY

CONSOLIDATED STATEMENT OF CASH FLOWS

For the year ended December 31, 2010

	2010	2009
	\$	\$
OPERATING TRANSACTIONS:		
Annual surplus	17,168,686	15,895,540
Items not involving cash		
Amortization of tangible capital assets	18,779,722	16,446,271
Equity earnings of government business enterprises	(2,667,773)	(516,847)
Accrued interest on long-term liabilities	(29,760)	(37,348)
Decrease (increase) prepaid expenses	339,604	(726,971)
Increase in inventories of supplies	(84,438)	(135,702)
Changes in non-cash operating balances		
(Increase) decrease in taxes receivable	(1,312,299)	730,144
Increase in accounts receivable	(143,345)	(5,204,063)
(Increase) decrease in other assets	134,110	(30,774)
(Decrease) increase in accounts payable	(4,428,004)	365,335
Increase in deferred revenue	216,453	100,345
Increase in obligatory reserve fund	1,487,285	235,445
Increase in post employment benefits payable and other liabilities	331,000	120,076
Increase in solid waste landfill closure and post-closure care liability	142,050	214,323
	<u>29,933,291</u>	<u>27,455,774</u>
CAPITAL TRANSACTIONS:		
Disposal of tangible capital assets	1,822,679	1,361,163
Acquisition of tangible capital assets	(36,235,120)	(40,980,471)
	<u>(34,412,441)</u>	<u>(39,619,308)</u>
INVESTING TRANSACTIONS:		
Change in portfolio investments	10,501,005	(13,078,196)
Cash dividend received from government business enterprises	1,550,000	200,000
	<u>12,051,005</u>	<u>(12,878,196)</u>
FINANCING TRANSACTIONS:		
Proceeds from debt issues	8,000,000	8,200,000
Debt repayments (Note 7)	(7,147,610)	(6,942,644)
	<u>852,390</u>	<u>1,257,356</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	<u>8,424,245</u>	<u>(23,784,374)</u>
Cash and cash equivalents, beginning of year	13,346,418	37,130,792
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>21,770,663</u>	<u>13,346,418</u>

The accompanying notes are an integral part of these consolidated financial statements.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

The City of North Bay is a municipality in the Province of Ontario, Canada. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act 2001, Provincial Offences Act and other related legislation.

1. Significant Accounting Policies

The consolidated financial statements of the Corporation of the City of North Bay (the 'City') is the responsibility of management. They have been prepared in accordance with Canadian generally accepted accounting principles established by the Public Sector Accounting Board ('PSAB') of the Canadian Institute of Chartered Accountants. Significant aspects of the accounting policies adopted by the City are as follows:

a) Reporting Entity**i) Consolidated entities:**

These consolidated financial statements reflect the assets, liabilities, revenues, and expenses of the reporting entity. The reporting entity is comprised of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the City and which are owned or controlled by the City. These boards and entities include:

- North Bay Public Library Board
- North Bay Police Services Board
- Board of Management For The Downtown Improvement Area ('DIA')
- North Bay Hydro Holdings Limited ('Holdco')

All interfund assets & liabilities and sources of financing & expenses have been eliminated.

ii) Modified Equity accounting:

Government business enterprises are accounted for by the Modified Equity method. Under this method the business enterprises' accounting principles are not adjusted to conform with those of the City and inter-organizational transactions and balances are not eliminated. The government business enterprises included during the year and summarized in Note 3 are:

- North Bay Hydro Distribution Limited
- North Bay Hydro Services Inc.
- North Bay Jack Garland Airport Corporation

iii) Related entities:

The following joint local boards are not consolidated:

- East Nipissing District Home For The Aged ('Cassellholme')
- North Bay Parry Sound District Health Unit
- District of Nipissing Social Services Administration Board ('DNSSAB')

iv) Accounting for school board transactions:

The taxation, other revenues, expenses, assets and liabilities of Near North District School Board, Nipissing-Parry Sound Catholic District School Board, Conseil Scolaire du District du Nord-Est de L'Ontario, and Conseil Scolaire Catholique Franco-Nord are not reflected in these consolidated financial statements.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

b) Basis of Accounting

Sources of financing and expenses are reported on the accrual basis of accounting. This method recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

c) Cash and Cash Equivalents

Cash consists of balances held at financial institutions and all cash equivalents consist of highly liquid financial instruments with maturity of three months or less at acquisition.

d) Investments

Investments are recorded at cost. Temporary declines in the market value of the long-term investments are not adjusted.

e) Inventories

Inventories of goods and supplies are priced at average cost on the same basis as the preceding year.

f) Tangible Capital Assets

Tangible capital assets are recorded at cost less accumulated amortization. Cost includes all costs attributable to acquisition or construction of the tangible capital asset including but not limited to transportation costs, installation costs, design and engineering fees, legal fees and site preparation costs. Contributed capital assets are recorded at fair value at the time of the donation, with a corresponding amount recorded as revenue, when fair value can be reasonably estimated. Amortization is recorded on a straight-line basis over the estimated life of the tangible capital asset commencing in the year the asset is available for productive use as follows:

Land Improvements	7 to 40 Years
Buildings	10 to 100 Years
Vehicles	2 to 30 Years
Machinery & Equipment	3 to 40 Years
Computer Hardware & Software	4 Years
Roads	20 to 40 Years
Water & Sewer	75 Years
Bridges & Structures	75 Years
Work-In-Process	No Amortization Prior to Project Completion

g) Non-pension Post Retirement Benefits and Post Employment Sick Leave Benefits

The City accrues its obligations under employee benefit plans as the employees render the services necessary to earn employee future benefits. The City has adopted the following valuation methods and assumptions:

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

i) Actuarial cost method:

Accrued benefit obligations are computed using the Projected Benefit Method Pro Rated on Service, as defined in PSAB 3250 & PSAB 3255. The objective under this method is to expense each member's benefit under the plan taking into consideration projections of benefit costs to and during retirement. Under this method an equal portion of total estimated future benefit is attributed to each year of service.

ii) Funding policy:

The non-pension post retirement and post employment benefits are funded on a pay-as-you-go basis. The City funds on a cash basis as benefits are paid. No assets have been formally segregated and restricted to provide the non-pension retirement and post employment benefits.

iii) Accounting policies:

Actuarial gains and losses are amortized on a linear basis over the expected average remaining service life ('EARSLS') (expected remaining payment period in respect of the retiring allowance) of members expected to receive benefits under the plan, with amortization commencing in the period following the determination of the gain or loss. Obligations are attributed to the period beginning on the member's date of hire and ending on the expected date of termination, death or retirement, depending on the benefit value. The City's fiscal year-end is December 31 and the measurement date of the City's obligation is such.

h) **Taxation and Related Revenues**

Property tax billings are prepared by the City based on assessment rolls issued by the Municipal Property Assessment Corporation (MPAC). Tax rates are established by City Council, incorporating amounts to be raised for local services and amounts the City is required to collect on behalf of the Province of Ontario in respect of education taxes. The legislation limits assessment related increases in property tax bills to a minimum of 5 per cent annually for commercial, industrial and multi-residential classes of property until the affected properties are taxed at a level equivalent to the tax otherwise calculated based on their current value assessment. A normal part of the assessment process is the issue of supplementary rolls which provide updated information with respect to changes in property assessment. Once a supplementary assessment roll is received, the City determines the taxes applicable and renders supplementary tax billings. Taxation revenues are recorded at the time tax billings are issued. Assessments and the related property taxes are subject to appeal. Tax adjustments as a result of appeals are recorded when the result of the appeal process is known. The City is entitled to collect interest and penalties on overdue taxes. These revenues are recorded in the period the interest and penalties are levied.

i) **Government Grants**

Conditional grant revenue is recognized to the extent the conditions imposed on it have been fulfilled. Unconditional grant revenue is recognized when monies are receivable. Grants for the acquisition of tangible capital assets are recognized in the period in which eligible expenditures are made.

j) **Transfer Payments**

Transfer payments, which include legislative grants, are recognized in the consolidated financial statements in the period in which the events giving rise to the transfer occurs, providing the transfers are authorized, any eligibility criteria have been met and reasonable estimates of the amount can be determined.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

k) Investment Income

Investment income earned on surplus funds is reported as revenue in the period earned. Investment income earned on obligatory funds such as development charges and parkland allowances is added to the associated funds and forms part of respective deferred revenue balances.

l) User Fees and Other Revenues

User fees and other revenues are reported on an accrual basis.

m) Use of Estimates

The preparation of consolidated financial statements in accordance with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

Significant items subject to such estimates and assumptions include: solid waste landfill closure and post closure liabilities, employee future benefits, POA receivables, allowances for doubtful accounts and other accrued liabilities and/or obligations.

2. Investments

	2010		2009
Investment in Ontario - grow bonds	\$	-	\$ 500,000
Investment in financial institutions - bonds		10,831,625	20,832,630
Other		200	200
Total Investments, end of year	\$	10,831,825	\$ 21,332,830

The City's investment in financial institutions totalling \$10,831,825 are reported at cost and mature between 2011 to 2013, with yields ranging from 1.25% to 6.917%. The current short-term portion of the \$10,831,625, equals \$9,374,886.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

3. Government Business Enterprises**a) North Bay Hydro**

The City holds 100 % of the shares of North Bay Hydro Holding Limited ('Holdco'). Holdco holds 100% of the shares of North Bay Hydro Distribution Limited ('Distribution') and North Bay Hydro Services Inc. ('Services'). The following provides condensed combined financial information for Distribution and Services.

Balance Sheet	2010	2009 restated
Total Assets	\$ 73,418,685	\$ 73,493,174
Total Liabilities	\$ 47,391,678	\$ 48,512,707
Net Assets	26,027,007	24,980,467
Total Liabilities and Net Assets	\$ 73,418,685	\$ 73,493,174

Statement of Operations	2010	2009
Total Revenues	\$ 13,461,218	\$ 11,966,533
Total Expenses	10,957,359	11,661,786
Net Income	\$ 2,503,859	\$ 304,747

Related party transactions between Hydro and the City are summarized as follows:

- i) The City purchased electricity and services from Distribution including electrical energy \$1,450,209 (2009 - \$1,667,063), street light energy \$520,542 (2009 - \$365,199), construction activity \$147,828 (2009 - \$971,186) and street light maintenance \$143,416 (2009 - \$180,791).
- ii) The City received municipal taxes from Distribution in the amount of \$60,827 (2009 - \$62,420)
- iii) Distribution purchased goods and services from the City totalling \$254,372 (2009 - \$250,381)
- iv) The City received CDM incentives from Distribution totalling \$59,942 (2009 - 84,733).
- v) The City holds two promissory notes (a) \$19,511,601 payable from Distribution and (b) \$1,332,950 payable from Services, totalling \$20,844,551 (2009 - \$20,844,551). Note (a) is unsecured, due upon twelve months written notice and bears interest of 5% per annum. Note (b) bears interest at 5% per annum and has no definite terms of repayment.
- vi) The City received interest in the amount of \$975,580 (2009 - \$975,580) from promissory note (a) and \$66,648 (2009 - \$66,648) from promissory note (b).
- vii) At December 31, 2010 the City balances include accounts receivable of \$148,317 (2009 - \$116,992) and accounts payable and accrued liabilities of \$350,047 (2009 - \$1,177,578) due to/from Distribution.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended December 31, 2010

b) North Bay Jack Garland Airport Corporation

On January 6, 2003 North Bay Jack Garland Airport Corporation ('Airport') was incorporated as a not-for-profit corporation without share capital under the laws of Ontario. An agreement was entered into between the City and Airport to manage the City's airport operations. The current agreement is effective from January 1, 2008 and shall expire on December 31, 2018 with the provision of four (4) option periods of five (5) years if mutually agreeable to both parties. The following table provides condensed financial information for the Airport.

Balance Sheet	2010	2009 (restated)
Total Assets	\$ 1,789,639	\$ 2,659,890
Total Liabilities	\$ 760,258	\$ 1,854,187
Net Assets	1,029,381	805,703
Total Liabilities and Net Assets	\$ 1,789,639	\$ 2,659,890

Statement of Operations	2010	2009
Total Revenue	\$ 2,153,514	\$ 2,025,737
Total Expenses	1,989,600	1,813,637
Net Income	\$ 163,914	\$ 212,100

Related party transactions between the Airport and the City are summarized as follows:

- i) The City paid the Airport \$178,150 (2009 - \$158,425) for maintenance services performed on equipment owned by the City.
- ii) The Airport paid the City \$13,800 (2009 - \$13,800) for City services including information technology support and server access.
- iii) The City and its related entities provided \$177,664 (2009 - \$309,659) to the Airport for the acquisition of plant and equipment.
- iv) The City and its related entities provided \$37,500 (2009 - \$37,500) to the Airport for operating costs.
- v) At December 31, 2010 the City balances include accounts receivable of \$35,500 and accounts payable of \$19,149 due from/to the Airport.

c) Investment in Government Business Enterprises:	2010	2009
Investment in government business enterprises, beginning of year	\$ 26,347,706	\$ 27,363,809
Equity in earnings:		
North Bay Hydro Holding Limited	2,503,859	304,747
North Bay Jack Garland Airport Corporation	163,914	212,100
Cash dividend received - Hydro	(1,550,000)	(200,000)
Dividend in kind received - Hydro	(409,091)	(1,332,950)
Investment in government business enterprises, end of year	\$ 27,056,388	\$ 26,347,706

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

4. Deferred Revenue - Obligatory Funds	2010	2009
Balance, beginning of the year	\$ 2,261,175	\$ 2,025,730
Federal gas tax contributions	3,321,815	3,429,391
Provincial gas tax contributions	1,013,403	1,164,852
Development contributions	845,454	430,103
Investment income	58,941	42,462
Utilization of funds	(3,752,328)	(4,831,363)
Deferred Revenue - Obligatory Funds, end of year	\$ 3,748,460	\$ 2,261,175

Analyzed as follows:	2010	2009
Development charges	\$ 1,622,613	\$ 1,332,409
Federal gas tax contributions	1,039,695	0
Subdivider contributions	23,356	20,572
Cash in lieu of parkland	558,134	529,211
Building Code Act	504,662	378,983
Deferred Revenue - Obligatory Funds, end of year	\$ 3,748,460	\$ 2,261,175

Included in cash and cash equivalents is restricted amounts of \$3,748,460 (2009 - \$2,261,175) with respect to the above obligatory reserve funds.

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CORPORATION OF THE CITY OF NORTH BAY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended December 31, 2010

5. Post Employee Benefits Payable	2010	2009
Sick leave benefits	\$ 6,264,000	\$ 6,170,000
Supplementary health benefits	6,497,000	6,260,000
Total employee benefits payable	\$ 12,761,000	\$ 12,430,000

The City maintains a sick leave plan covering all Fire Association employees hired before December 31, 1997, Police Services Board and Police Association employees hired before September 1, 1977, all Library employees hired prior to August 31, 1987, and all other employees with at least five years of service hired prior to September 30, 1980. The above sick leave benefit liability estimates the use of accumulated sick leave prior to retirement as well as any lump-sum payments upon retirement.

In addition, the City has a defined supplementary health benefit plan covering City union employees, Fire Association employees, Police Association employees and management and non-union employees who retire from current employment. The above supplementary health benefit liability estimates the expense of each member's benefit under the plan taking into consideration projections of benefit costs to and during retirement up to the age of 65.

Information about the City's defined supplementary health benefit care and sick leave plan is as follows:

Sick Leave Benefits:	2010	2009
Accrued benefit, beginning of year	\$ 6,170,000	\$ 6,248,000
Amortization of unamortized actuarial gains/losses & other	22,000	22,000
Service cost for the year	337,000	328,000
Interest expense for the year	283,000	283,000
Benefits paid during the year	(548,000)	(711,000)
Accrued Benefit Liability and Projected Obligation, end of year	\$ 6,264,000	\$ 6,170,000
Supplementary Health Benefits:	2010	2009
Accrued benefit, beginning of year	\$ 6,260,000	\$ 6,067,000
Amortization of unamortized actuarial gains/losses & other	26,000	6,000
Service cost for the year	381,000	341,000
Interest expense for the year	304,000	283,000
Benefits paid during the year	(474,000)	(437,000)
Accrued Benefit Liability and Projected Obligation, end of year	\$ 6,497,000	\$ 6,260,000

A comprehensive actuarial valuation was completed as at December 31, 2008 by an actuarial firm. The next valuation date will be January 1, 2011. The main actuarial assumptions employed for the valuations are as follows:

- i) The discount rate was assumed at 4% per annum for Accrued Benefit Obligation ('ABO') (2009 - 4.5%) and 4.5% per annum for the 2010 expense (2009 - 4.5%).
- ii) Future general salary and wage levels were assumed to increase 3% per annum.
- iii) Medical Costs:
 - Hospital costs were assumed at 4.5% per annum (2009 - 8%)
 - Prescription drugs were assumed at 9% per annum in 2011, grading down to 4.5% per annum in and after 2030.
 - Other medical and travel costs were assumed at 5% per annum.
- iv) Dental costs were assumed to increase at 5% per annum.
- v) The expected average remaining service life is 14 years for non-pension post retirement benefits and 12 years for post employment benefits.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

6. Solid Waste Landfill Closure and Post-closure Care Liability

The City owns two solid waste landfill sites. The Merrick Landfill site ('Merrick') has been accepting waste since 1994. The Marsh Drive Landfill site ('Marsh') has been closed since the opening of Merrick. Environmental approvals for the operation of landfill sites require that the City accept responsibility for certain obligations regarding closure and post-closure care of each site.

Closure activities include all activities related to closing the landfill site. Through a proactive closure plan, many closure costs are incurred on an on-going basis and are included in the yearly fiscal operating budget. Taking this into consideration, it is assumed that this will result in minimal closure costs at the actual closure date with expenses being absorbed in the annual operating budget.

Post-closure activities include all activities related to monitoring the site once it can no longer accept waste. These costs are expected to last for an indeterminate time period, but at a minimum, would exceed 20 years.

There are currently no reserves set aside for either closure or post-closure activities.

The Merrick site has remaining capacity of 1,467,000 cubic metres of waste and is estimated to have a remaining landfill life of approximately 21.1 years. The City recognizes a future liability for closure and post-closure care costs. Based on historical post closure costs for Marsh and an estimated annual inflation rate of 2%, an amount is estimated at December 31, 2010 for the current year post-closure liability of both sites in the amount of \$2,022,099 (2009 - \$1,880,049) and has been accrued in the consolidated financial statements. The total estimated future expenditures for post-closure are \$5,436,317 (2009 - \$5,345,936) leaving an amount to be recognized of \$3,414,218 (2009 - \$3,465,887).

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CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

7. Net Long-Term Liabilities

- a) The balance of net long-term liabilities reported on the Consolidated Statement of Financial Position is made up of the following:

	2010	2009
Total long-term liabilities, bearing interest at rates ranging from 0% to 6.65%, incurred by the municipality	\$ 46,084,436	\$ 44,860,681
Hospital commitment (i)	10,105,895	10,477,260
Total Net Long-Term Liabilities (ii)	\$ 56,190,331	\$ 55,337,941

(i) During 2003, the City passed a resolution committing to pay \$1,000,000 per year for 20 years to the North Bay Regional Health Centre capital project. As at December 31, 2006, a formal agreement was executed which became effective when the construction tender for the new hospital was awarded. In 2007, the City made the first of 20 annual payments. Based on municipal borrowing rates of 5% for a 20 year debenture, the present value of the remaining 16 payments of \$1,000,000 is \$10,105,895.

(ii) Total 2010 principal payments for long-term liabilities including leases, totalled \$7,147,610 (2009 - \$6,942,644).

- b) The aggregate maturities of the net long-term liabilities are as follows:

	2010	2009
2011	\$ 7,285,632	\$ 7,146,463
2012	6,499,565	6,590,779
2013	5,968,601	5,783,565
2014	5,686,139	5,230,601
2015	5,263,519	4,925,139
2016 thereafter	25,486,875	25,661,394
Total Net Long-Term Liabilities	\$ 56,190,331	\$ 55,337,941

The repayments are summarized as follows:	2010	2009
From municipal revenues	\$ 44,240,331	\$ 42,537,941
From user fees	11,950,000	12,800,000
Total Net Long-Term Liabilities	\$ 56,190,331	\$ 55,337,941

The repayments to be funded by municipal revenues include \$10,105,895 for the discounted hospital commitment noted in part 7a). The user fees include a current \$8,450,000 debenture for the water filtration plant that will be recovered from a water filtration plant surcharge over the next 17 years. The water filtration surcharge will equal up to a maximum of principal debenture plus interest.

- c) The long-term liabilities reported in 7a), issued in the name of the City, have been approved by municipal by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

8. Interest on Long-Term Liabilities

Total interest charges for the year on long-term liabilities reported on the Consolidated Statement of

Operations are as follows:

	2010	2009
General government	\$ 40,977	\$ 70,098
Protection services	45,432	70,744
Transportation services	835,138	795,459
Engineering & Environmental services	428,000	359,279
Community Services	628,636	649,656
Recreation and cultural services	201,642	204,666
Planning and development	206,491	278,266
Total Interest Payments	\$ 2,386,316	\$ 2,428,168

Interest includes accruals on long-term liabilities outstanding in the amount of \$204,197 (2009 - \$233,957).

9. Accumulated Surplus

	2010	2009
Investment in tangible capital assets	\$ 477,986,143	\$ 462,353,424
General Surplus	13,198,441	12,698,679
Reserve funds	20,583,296	18,927,708
Equity in government business enterprises	47,900,939	47,192,257
Amounts to be recovered:		
Post employment benefits and other liabilities	(12,879,683)	(12,546,058)
Landfill closure and post-closure liabilities	(2,022,099)	(1,880,049)
Hospital commitment	(10,105,895)	(10,477,260)
Debt for tangible capital assets	(46,084,436)	(44,860,681)
Accumulated Surplus, end of year	\$ 488,576,706	\$ 471,408,020

10. Pension Agreements

The City makes contributions to the Ontario Municipal Employees Retirement Fund ('OMERS'), which is a multi-employer pension plan, on behalf of all permanent, full-time and qualifying part-time members of its staff. The plan is a defined benefit plan, which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. The Administration Corporation Board of Directors, representing plan members and employers, is responsible for overseeing the management of the pension plan, including investment of the assets and administration of the benefits. OMERS provides pension services to more than 409,746 active and retired members and approximately 931 employers.

Each year an independent actuary determines the funding status of OMERS Primary Pension Plan ('the Plan') by comparing the actuarial value of invested assets to the estimated present value of all pension benefits that members have earned to date. On December 31, 2010, the estimated accrued pension obligation for all members of the Plan was \$60,035 million (2009 - \$54,253 million). The Plan had an actuarial value of net assets at that date of \$55,568 million (2009 - \$52,734 million) indicating an actuarial deficit of \$4,467 million (2009 - \$1,519 million). Because OMERS is a multi-employer plan, any pension plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the City does not recognize any share of the OMERS pension surplus or deficit. Contributions made by the City to OMERS for 2010 were \$3,064,597 (2009 - \$3,200,467).

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

11. Commitments

- a) In June 2010, the City entered into a new 10 year agreement in principle (including two five year optional extensions by mutual consent) with Miller Waste to operate the waste collection and recycling collection/processing programs. The agreement includes residential, ICI curb side and multi-residential services. The agreement also contains a performance bond for 100% of the annual value of the work should Miller be unable to fulfill the requirements of the contract. The new agreement is expected to be signed by July 2011.

In 2010 costs totaled \$864,996 (2009 - \$775,018) for waste collection and \$754,754 (2009 - \$763,178) for recycling.

- b) In September 2008, the City entered into a 10 year contract for the lease of property and building located at 112 Patton Street. Operating from this location is a recycling center processing recyclables collected from a provincially mandated blue box program.

In 2010, lease costs totalled \$90,792 (2009 - \$89,333).

- c) In the fall of 2010, the City tendered the operation of the City's Landfill operation. The City entered into a 5 year contract that included a 1 year option to extend the contract with Bruman Construction & Leasing on January 24, 2011.

In 2010 the contract costs to operate the landfill totalled \$ 751,431 (2009 - \$ 862,183).

- d) In June 2010, the City entered into a 1 year contract extension with the Ontario Clean Water Agency for the operation and maintenance of the City's water and wastewater treatment facilities. The contract with OCWA is set to expire June 30, 2011.

In 2010, the contract costs totalled \$ 2,948,042 (2009 - \$2,765,748).

- e) In 1990, the City entered into an agreement with the Physically Handicapped Adults Rehabilitation Association (PHARA) to provide drivers for Para bus services. The agreement renews on a yearly basis unless one of the parties notifies the other of its intention not to renew the contract.

In 2010, contract costs totalled \$477,910 (2009 - \$477,354).

12. Contingencies

The City has been named in litigation matters, the outcome of which is not determinable and accordingly, no provision has been made for them in these financial statements. Should any loss result from these claims, that is not covered by insurance, such loss would be charged to operations in the year of resolution.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

13. Environmental Indemnities

- a) During 2002, the City acquired 26 acres of former rail yards from the Canadian Pacific Railway ('Railway') on an "as is" basis, whereby both the City and the Railway will be responsible for any claims arising from the condition of the soils, until such time as the City leases or transfers the lands to a third party.

Five of these acres were transferred to a third party on February 17, 2006 and the City has given an indemnity for any soils claims arising there from. Payment in the amount of \$1,060,000 was received and a Certificate of Property Status and Record of Site Condition was filed with the Ministry of the Environment by the City's agent.

As for the balance of these lands, the City has remedied the lands according to the Risk Management Plan approved by the Ministry of Environment using Site Specific Risk Assessment criteria.

The Risk Management Plan includes a monitoring program to watch that the site develops in compliance with clean up and/or proposed barriers from soil exposure risks and to determine how groundwater contamination may be evolving and migrating across the site over time. The clean up of diesel contaminated soils also has associated short term monitoring requirements. Monitoring is also carried out on down gradient lands owned by the City including sediment sampling in Lake Nipissing.

The City may also have environmental liability related to a former industrial parcel on Memorial Drive known as the Kenroc site.

Monitoring costs in 2010, were \$53,777 (2009 - \$46,510) and data will be summarized in annual reports that will be provided to the Ministry of Environment.

- b) In 2006, the City sold property formerly used as a public works yard on Seymour Street (Part of the South half of Lot 19, Concession D, Being Part 1, Plan 36R-12212 City of North Bay). The City, in consideration of the completion of the land sale, agreed to indemnify the purchaser against any claims resulting from soil contamination and/or damage resulting in cracking, settlement and/or asphalt cracking originating from the identified purchased land resulting from the City's previous use of the lands. The indemnity is enforceable with a maximum contingent liability of \$53,000 for parking lot re-construction until September 2012.
- c) In 2003, the City sold land (Part of Parcel 2133 Widdifield and Ferris, Part of the Southern Half of Lot 18, Concession D, Being Part 12, Plan 36R City of North Bay) for use as a paved parking area and agreed to indemnify the purchaser from any claim or demand resulting from the presence of existing hydrocarbon materials identified by WESA dated October 2003 on the associated land. The agreement also commits the City to future costs of removing contaminants (if still present) due to sale of the land. The lands are below hydrocarbon levels specified by the Ministry of Environment's Table B Guidelines for Industrial/Commercial Lands on a stratified basis understanding the intended use of the land as being paved parking. An Environment liability could result if there is a change in land use.

An estimate of contingent liability is undeterminable and accordingly provisions have not been made for liabilities, if any, in these consolidated financial statements.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

14. Public Liability Insurance

For the period of 2004 to 2007, the City was insured with the Ontario Municipal Insurance Exchange (OMEX), an insurance reciprocal whose members pool their insurance coverage. As a member of a reciprocal, the City agreed to assume a certain percentage of the entire group's liabilities and losses for the period of time that the City was a member. In the event that an annual premium funding becomes insufficient to cover claims and claim reserves, the reciprocal has the ability to re-assess each member to appropriately fund the difference. As the claims for the above-noted period are settled, the City may either incur new liabilities or receive refunds. In 2009, the City was assessed the sum of \$996,859 (2008 - \$273,297) to cover claims and claim reserves requested by OMEX. This liability is scheduled to be paid in two instalments in January 2011 and January 2012. There is no additional liability or refund acknowledged for 2010.

15. Provincial Offences Administration

The Ministry of the Attorney General requires all municipal partners administering Provincial Offences Administration to disclose in the year-end audited consolidated financial statements a note on the gross and net provincial offences revenues earned. The following table provides condensed financial information (on a cash basis) required by the terms in the Memorandum of Understanding (MOU) for its 2010 fiscal year with comparative 2009 figures:

	2010	2009
Revenues (net of refunds):	\$ 1,689,936	\$ 1,444,612
Year End Accrual	(3,304)	251,722
	\$ 1,686,632	\$ 1,696,334
Expenses:		
Provincial charges	\$ 151,863	\$ 141,848
City operating expenses	822,712	850,081
	\$ 974,575	\$ 991,929
Net Revenue	\$ 712,057	\$ 704,405
Participating partners share	\$ 311,311	\$ 197,896
Year End Accrual	\$ -	\$ 251,722
City of North Bay Share	\$ 400,746	\$ 254,787

As per regulations, the City's consolidated statement of operations includes an accrual for POA receivables as at December 31, 2010 in the amount of \$248,418 (2009 - \$251,722). The calculation for collectible accounts receivables was estimated based on a five-year trend.

CORPORATION OF THE CITY OF NORTH BAY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**Year Ended December 31, 2010

16. Budget

The Budget By-law adopted by Council on March 2, 2009 was not prepared on a basis consistent with that used to report actual results (Public Sector Accounting Standards). The budget was prepared on a modified accrual basis while Public Sector Accounting Standards now require a full accrual basis. The budget figures anticipated use surpluses accumulated in previous years to reduce current year expenses in excess of current year revenues to \$Nil. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. As a result, the budget figures presented in the consolidated statements of operations and change in net financial assets represent the financial plan adopted by council with adjustments as follows:

	2010	2009
Budget By-law for the year	\$ -	\$ -
Add: Debt principal repayments	7,122,664	6,942,644
Investment in tangible capital assets	34,546,000	40,726,000
Less: Net transfer to/(from) reserves	(3,490,052)	(701,920)
Budget Surplus Per Statement of Operations	\$ 38,178,612	\$ 46,966,724

17. Expenses by Object

The following is a summary of expenses for the year reported on the consolidated statement of operations by the object of expense:

	2010	2009
Salaries, wages and benefits	\$ 53,173,617	\$ 50,143,349
Interest on long-term debt	2,386,316	2,428,168
Materials	19,775,587	20,996,108
Contracted services	12,154,237	11,967,651
Rents and financial expenses	729,020	755,657
External transfer payments	18,467,403	20,916,468
Amortization	18,779,721	16,446,271
Total expenses by object	\$ 125,465,901	\$ 123,653,672

18. Credit Facility Agreement

The City has a credit facility agreement with a Canadian Financial Institution bearing interest at the bank's prime rate less 0.50%. The maximum draw under the terms of the operating line are \$12 million. At year-end the City has not utilized any amount under this credit facility.

CORPORATION OF THE CITY OF NORTH BAY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2010

19. Tangible Capital Assets

	Land & Land Improvements	Buildings	Vehicles	Machinery & Equipment	Computer Hardware & Software	Roads	Water & Sewer	Bridges & Structures	Work in Process	2010 Total
Cost, beginning of year	\$ 80,235,864	\$ 75,992,314	\$ 27,373,064	\$ 33,156,193	\$ 4,186,307	\$ 204,402,631	\$ 168,053,443	\$ 30,085,719	\$ 99,430,108	\$ 722,915,643
Additions during the year	2,009,693	15,354,713	4,621,077	32,180,091	374,085	8,455,942	5,938,003	5,084,220	(37,782,704)	36,235,120
Disposals during the year	(12,567)	(422,260)	(2,453,490)	(549,833)	(28,830)	(1,397,182)	(1,481,426)	-	-	(6,345,588)
Cost, End of year	\$ 82,232,990	\$ 90,924,767	\$ 29,540,651	\$ 64,786,451	\$ 4,531,562	\$ 211,461,391	\$ 172,510,020	\$ 35,169,939	\$ 61,647,404	\$ 752,805,174
Accumulated amortization, beginning of year	\$ 32,795,013	\$ 23,273,837	\$ 16,604,793	\$ 25,434,477	\$ 3,701,971	\$ 91,054,933	\$ 58,365,672	\$ 9,331,523	\$ -	\$ 260,562,219
Amortization expense	2,658,221	1,876,422	2,080,609	3,029,320	291,953	6,031,812	2,347,712	463,673	-	18,779,722
Disposals during the year	-	(414,789)	(2,400,755)	(516,504)	(28,830)	(734,094)	(427,938)	-	-	(4,522,910)
Accumulated amortization, end of year	\$ 35,453,234	\$ 24,735,470	\$ 16,284,647	\$ 27,947,293	\$ 3,965,094	\$ 96,352,651	\$ 60,285,446	\$ 9,795,196	\$ -	\$ 274,819,031
Net book value, Beginning of year	\$ 47,440,851	\$ 52,718,477	\$ 10,768,271	\$ 7,721,716	\$ 484,336	\$ 113,347,698	\$ 109,687,771	\$ 20,754,196	\$ 99,430,108	\$ 462,353,424
Net book value, End of year	\$ 46,779,756	\$ 66,189,297	\$ 13,256,004	\$ 36,839,158	\$ 566,468	\$ 115,108,740	\$ 112,224,574	\$ 25,374,743	\$ 61,647,404	\$ 477,986,143

	Land & Land Improvements	Buildings	Vehicles	Machinery & Equipment	Computer Hardware & Software	Roads	Water & Sewer	Bridges & Structures	Work in Process	2009 Total
Cost, beginning of year	\$ 79,262,832	\$ 75,524,068	\$ 27,936,503	\$ 31,501,800	\$ 3,890,173	\$ 197,911,691	\$ 162,413,225	\$ 30,085,719	\$ 78,303,627	\$ 686,829,638
Additions during the year	973,049	468,246	1,737,365	1,833,723	312,061	8,143,726	6,385,820	-	21,126,481	40,980,471
Disposals during the year	(17)	-	(2,300,804)	(179,330)	(15,927)	(1,652,786)	(745,602)	-	-	(4,894,466)
Cost, End of year	\$ 80,235,864	\$ 75,992,314	\$ 27,373,064	\$ 33,156,193	\$ 4,186,307	\$ 204,402,631	\$ 168,053,443	\$ 30,085,719	\$ 99,430,108	\$ 722,915,643
Accumulated amortization, beginning of year	\$ 30,172,996	\$ 21,637,342	\$ 16,921,195	\$ 24,105,406	\$ 3,455,403	\$ 86,022,840	\$ 56,398,430	\$ 8,935,639	\$ -	\$ 247,649,251
Amortization expense	2,622,017	1,636,495	1,826,370	1,501,913	254,532	5,920,769	2,288,291	395,884	-	16,446,271
Disposals during the year	-	-	(2,142,772)	(172,842)	(7,964)	(888,676)	(321,049)	-	-	(3,533,303)
Accumulated amortization, end of year	\$ 32,795,013	\$ 23,273,837	\$ 16,604,793	\$ 25,434,477	\$ 3,701,971	\$ 91,054,933	\$ 58,365,672	\$ 9,331,523	\$ -	\$ 260,562,219
Net book value, Beginning of year	\$ 49,089,836	\$ 53,886,726	\$ 11,015,308	\$ 7,396,394	\$ 434,770	\$ 111,888,851	\$ 106,014,795	\$ 21,150,080	\$ 78,303,627	\$ 439,180,387
Net book value, End of year	\$ 47,440,851	\$ 52,718,477	\$ 10,768,271	\$ 7,721,716	\$ 484,336	\$ 113,347,698	\$ 109,687,771	\$ 20,754,196	\$ 99,430,108	\$ 462,353,424

20. Segmented Information

The City and associated local Agencies, Boards and Commissions provide a wide range of services to the citizens of the City. These services can be segmented as follows:

a) **General Government**

General Government consists of Office of the Mayor, Council, administrative services (including Clerks, elections, communications, legal and information technology services), Human Resources and financial departments. Areas within the General Government respond to the needs of external and internal clients by providing high quality, supportive and responsive services. This area supports the operating departments in implementing priorities of Council and provides strategic leadership on issues, relating to governance, strategic planning and service delivery.

b) **Protection Services**

Protection services is comprised mostly of fire and police services. Police services provides adequate and effective policing that meet the needs of the community in areas of: crime prevention, law enforcement, assistance to victims of crime, public order and emergency response. Fire Protection includes fire suppression, fire prevention, fire safety education, rescue and emergency services and the training of persons involved in the provision of these activities.

c) **Transportation Services**

Transportation services consists mainly of roadway systems, public transit and the parking authority. Roadways includes the maintenance and repair of the City's roads, sidewalks, drainage systems, traffic flow, street lights, as well as winter control (sanding, salting, snow ploughing & removal). Public transit is responsible for the operation of a public transportation system including the maintenance and repairs of a fleet of transit buses. The parking department provides and manages public parking both on and off street and ensures that available parking spaces are shared between both long and short-term parkers to allow the greatest possible access for visitors to the central business district.

d) **Engineering and Environmental Services**

Environmental services consists of providing and maintaining: sanitary sewer systems, storm sewer systems, water systems, waste collection, waste disposal and recycling. This division ensures the supply and quality of the City's drinking water, processes and cleans sewage to meet all provincial standards and provides waste disposal and recycling services.

e) **Community Services**

Public health services works to improve the overall health of the population by providing various services to individuals and the community. Social and family services provides services that are meant to help the less fortunate in society. Social housing is provided to help shelter families and elderly in need. Childcare funding is provided to subsidize daycares and to provide early learning programs. The ambulance service transports the injured to the hospital and provides emergency medical care to those in need.

CORPORATION OF THE CITY OF NORTH BAY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2010

f) Recreation and Cultural Services

Recreation and culture services support and maintain (but are not limited to) community parks, recreational programs and the public library. Recreational and cultural programs include: festivals, beach facilities and various community events.

g) Planning and Development

Planning and development includes: planning, economic development and building departments. The planning department is responsible for the planning and review of property development plans and the City's future direction. Economic development generates opportunities in the community to strengthen the economic base of the City. The building department provides a number of services including enforcement of building and construction codes.

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CORPORATION OF THE CITY OF NORTH BAY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2010

20. Segmented Information (continued)

	General Gov't	Protection	Transportation	Engineering & Environmental	Community Services	Recreation & Cultural	Planning & Development	2010 Total
Revenues								
Taxation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,256,273
Other Taxation	-	-	-	-	-	-	-	3,964,295
Fees & User Charges	342,138	421,016	4,127,568	20,234,688	-	1,267,222	144,034	26,536,666
Grants and Transfers	28,662	1,481,344	10,558,914	5,087,686	11,311,300	4,685,488	518,053	33,671,446
License, Permits & Rents	1,489,406	404,841	-	136,396	-	4,000	13,000	2,047,643
Investment Income	1,524,262	-	-	-	-	-	-	1,524,262
Provincial Offences	-	1,686,632	-	-	-	-	-	1,686,632
Other	3,433,217	449,511	652,259	1,013,292	-	686,234	4,174	6,238,687
Equity in GBE	-	-	-	-	-	-	-	708,682
	\$ 6,817,685	\$ 4,443,345	\$ 15,338,741	\$ 26,472,062	\$ 11,311,300	\$ 6,642,943	\$ 679,261	\$ 142,634,587
Expenses								
Salary & Benefits	\$ 2,604,006	\$ 27,330,132	\$ 9,318,914	\$ 6,452,494	\$ -	\$ 6,336,633	\$ 1,131,438	\$ 53,173,617
Materials	500,062	2,590,460	6,468,229	7,109,782	-	2,697,855	409,197	19,775,587
Contracted Services	742,578	1,420,845	2,097,076	6,967,340	-	531,221	395,176	12,154,237
Rents & Financial	52,965	88,077	220,540	242,498	-	113,314	11,627	729,020
External Transfers	-	606,475	-	-	17,564,707	296,221	-	18,467,403
Interest	40,977	45,432	835,138	428,000	628,636	201,642	206,491	2,386,316
Amortization	1,239,877	790,237	10,019,622	5,462,718	-	1,256,232	11,035	18,779,721
	\$ 5,180,467	\$ 32,871,659	\$ 28,959,518	\$ 26,662,832	\$ 18,193,343	\$ 11,433,118	\$ 2,164,963	\$ 125,465,901
Net Balance	\$ 1,637,218	\$ (28,428,314)	\$ (13,620,777)	\$ (190,770)	\$ (6,882,043)	\$ (4,790,175)	\$ (1,485,703)	\$ 17,168,686

	General Gov't	Protection	Transportation	Engineering & Environmental	Community Services	Recreation & Cultural	Planning & Development	2009 Total
Revenues								
Taxation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,555,493
Other Taxation	-	-	-	-	-	-	-	4,182,073
Fees & User Charges	790,800	523,768	4,259,070	19,163,700	-	1,433,506	141,208	26,312,052
Grants and Transfers	27,329	752,189	10,888,902	5,539,771	14,595,200	595,033	241,472	32,639,896
License, Permits & Rents	1,556,693	307,796	-	130,700	-	595,817	33,000	2,624,006
Investment Income	2,651,626	-	-	-	-	793	92	2,652,511
Provincial Offences	-	1,696,334	-	-	-	-	-	1,696,334
Other	1,773,519	357,457	986,432	2,496,658	-	722,982	32,952	6,370,000
Equity in GBE	-	-	-	-	-	-	-	516,847
	\$ 6,799,967	\$ 3,637,544	\$ 16,134,404	\$ 27,330,829	\$ 14,595,200	\$ 3,348,131	\$ 448,724	\$ 139,549,212
Expenses								
Salary & Benefits	\$ 2,143,749	\$ 25,559,416	\$ 9,696,476	\$ 5,639,095	\$ -	\$ 5,946,141	\$ 1,158,472	\$ 50,143,349
Materials	168,167	3,329,873	6,990,634	6,632,922	-	3,220,357	654,155	20,996,108
Contracted Services	787,620	1,359,463	2,338,327	6,811,781	-	589,837	80,623	11,967,651
Rents & Financial	(29,420)	67,903	321,677	247,694	-	134,826	12,977	755,657
External Transfers	-	488,740	-	-	20,155,520	272,208	-	20,916,468
Interest	70,098	70,744	795,459	359,279	649,656	204,666	278,266	2,428,168
Amortization	444,442	921,435	10,987,008	2,971,160	-	1,112,520	9,706	16,446,271
	\$ 3,584,656	\$ 31,797,574	\$ 31,129,581	\$ 22,661,931	\$ 20,805,176	\$ 11,480,555	\$ 2,194,199	\$ 123,653,672
Net Balance	\$ 3,215,311	\$ (28,160,030)	\$ (14,995,177)	\$ 4,668,899	\$ (6,209,976)	\$ (8,132,424)	\$ (1,745,475)	\$ 15,895,540

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-136

**BEING A BY-LAW TO PROVIDE AN EXEMPTION FROM
MUNICIPAL TAXATION FOR VETERANS' ORGANIZATIONS
WITHIN THE CITY OF NORTH BAY**

WHEREAS Section 6.1 of the Assessment Act, R.S.O. 1990, Chapter A.31, as amended, provides authority for a Council of a municipality to exempt from taxation for a period not exceeding ten years, any premises actually used and occupied as a memorial home, clubhouse or athletic grounds by persons who served in the armed forces of His or Her Majesty or His or Her Majesty's allies in any war;

AND WHEREAS The Corporation of the City of North Bay considers it expedient to exempt veterans' organizations from municipal taxes;

AND WHEREAS Council authorized the by-law to exempt from taxation the Royal Canadian Legion Branch 23, Royal Canadian Legion Branch 599 and the 406 Squadron by Resolution No. 2011-344 passed on the 16th day of May 2011;

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

1. That the premises as defined on Schedule "A", attached hereto, are exempt from municipal taxation provided that the premises are actually used and occupied by the veterans' organizations so named for the benefit of persons who served in the armed forces of His or Her Majesty or His or Her Majesty's allies in any war.
2. That the exemption granted under Section 1 shall remain in effect for a period of ten (10) years commencing in the 2011 taxation year provided that the premises are actually used and occupied by the veterans' organizations so named for the benefit of persons who served in the armed forces of His or Her Majesty or His or Her Majesty's allies in any war.
3. That an exemption under this by-law does not affect the obligation to pay fees or charges that have priority lien status.
4. Schedule "A" attached hereto shall be and forms a part of this by-law.

READ A FIRST TIME IN OPEN COUNCIL THIS 6th DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 6th DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 6th DAY OF JUNE, 2011.



MAYOR ALLAN MCDONALD

CITY CLERK CATHERINE CONRAD

SCHEDULE "A" of BY-LAW 2011-136

Veterans' Organizations

	Address	Name of Veterans' Organization
1	150 First Avenue West	Royal Canadian Legion - Branch 23
2	30 Legion Drive	Royal Canadian Legion - Branch 599 (West Ferris)
3	406 First Avenue West	406 Squadron

FINSERV/LORRAINE/TAX POLICY/LEGION EXEMPTIONS/ ROYAL CANADIAN LEGION TAX EXEMPTION BY-LAW 2011

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-137

**BEING A BY-LAW TO AMEND BY-LAW NO. 2011-123
(A BY-LAW TO AUTHORIZE USER FEES
FOR CITY DEPARTMENTS)
(ATHLETIC FIELDS - SCHEDULES "F" AND "G")**

WHEREAS Council passed Community Services Committee Report No. 2011-14 at its Regular Meeting held on Monday, June 6, 2011 to amend Schedules "F" and "G" to User Fee By-law No. 2011-123 for Capital Reserve Fund fees and fees to be charged at Steve Omischl Sports Complex fields.

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

1. Schedule "F" to By-law No. 2011-123 is hereby deleted and the attached Schedule "F" is hereby inserted in lieu thereof.
2. Schedule "G" to By-law No. 2011-123 is hereby deleted and the attached Schedule "G" is hereby inserted in lieu thereof.
3. This By-law comes into effect upon being passed.

READ A FIRST TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 6TH DAY OF JUNE, 2011.



MAYOR ALLAN McDONALD

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CITY CLERK CATHERINE CONRAD

THIS IS SCHEDULE "F" TO BY-LAW NO. 2011-137 OF THE CORPORATION OF THE CITY OF NORTH BAY.

	2011 June 1 - Dec 31	2012	2013	2014
Fields/hourly – no lights	\$16.62	\$17.12	\$17.63	\$18.16
Fields/hourly – lights	\$18.15	\$18.69	\$19.25	\$19.83
Special Event (Community Group)	Reg. Rates	Reg. Rates	Reg. Rates	Reg. Rates
Special Event (Corporate Group)	Reg. Rates	Reg. Rates	Reg. Rates	Reg. Rates
Beer Garden in Park Area	\$35.81	\$36.88	\$37.99	\$39.13
Parks/shelter – half day <200 people**	\$27.22	\$28.04	\$28.88	\$29.75
Parks/shelter – half day >200 people **	\$54.47	\$56.10	\$57.78	\$59.51
Parks/shelter – full day <200 people ***	\$54.47	\$56.10	\$57.78	\$59.51
Parks/shelter – full day >200 people ***	\$108.31	\$111.56	\$114.91	\$118.36
Buildings – half day **	No Charge	No Charge	No Charge	No Charge
Buildings – full day ***	No Charge	No Charge	No Charge	No Charge
(Snow) fencing 500'	\$56.65	\$58.35	\$60.10	\$61.90
Key Deposit per Key	\$30/key max \$60	\$30/key max \$60	\$30/key max \$60	\$30/key max \$60
Athletic Field Surcharge	\$4/hour	\$8/hour	\$12/hour	\$12/hour
Hydro (per half day)	\$22.57	\$23.25	\$23.95	\$24.67
Hydro (per full day)	\$45.13	\$46.48	\$47.87	\$49.31

** half day consists of a 4 hour booking or less

*** full day consists of 5 hour booking or more

* HST to be added to the above fees except for Key Deposit

THIS IS SCHEDULE "G" TO BY-LAW NO. 2011-137 OF THE CORPORATION OF THE CITY OF NORTH BAY.

The user fees* charged by the Parks, Recreation and Leisure Services Department for the use of Steve Omischl Sports Complex shall be as follows:

	June 1, 2011
Artificial Turf – Soccer/Football Athletic Fields/Hourly - No Lights	\$35.40
Artificial Turf – Soccer/Football Athletic Fields/Hourly – Lights	\$39.81
Natural Turf – Ball Fields and Soccer/Football Athletic Fields/Hourly – No Lights	\$25.00
Natural Turf – Ball Fields and Soccer/Football Athletic Fields/Hourly –Lights	\$30.00
Capital Reserve Fund Fee/Hourly	\$4.00

HST to be added to the above fees

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-142

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT WITH NIPISSING FIRST NATION
RELATING TO FIRE PROTECTION SERVICES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL
PROPERTIES**

WHEREAS the agreement with Nipissing First Nation for Fire Protection Services for residential, commercial and industrial properties was approved by Resolution No. 2011-387 passed on the 24th day of May, 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 1st day of January 2011 with Nipissing First Nation relating to Fire Protection Services for residential, commercial and industrial properties.
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 Nipissing First Nation and to affix thereto the Corporate seal.

AD

READ A FIRST TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 6TH DAY OF JUNE, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-143

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
AN AGREEMENT WITH HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF ONTARIO,
REPRESENTED BY THE MINISTER OF
TRANSPORTATION FOR THE PROVINCE OF ONTARIO
RELATING TO DEDICATED GAS TAX FUNDS FOR
PUBLIC TRANSPORTATION PROGRAM**

WHEREAS the Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for Dedicated Gas Tax Funds for Public Transportation Program was approved by Resolution No. 2011-____ passed by Council on the 6th day of June, 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 20th day of May, 2011 with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario relating to Dedicated Gas Tax Funds for Public Transportation Program.

2. That the Mayor and Chief Financial Officer 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 Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 6TH DAY OF JUNE, 2011.

AZ

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-122

**BEING A BY-LAW TO STOP UP, CLOSE AND CONVEY
A PORTION OF THE LANEWAY ABUTTING LOT 152 & LOTS 156 TO 160, PLAN 86,
IN THE BLOCK BOUNDED BY GREENWOOD AVENUE, BROWNING STREET,
NORWOOD AVENUE AND ALGONQUIN AVENUE
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 152 and Lots 156 to 160, both inclusive, Plan 86 be closed, stopped up and sold to the abutting owners;

AND WHEREAS by Resolution No. 2011-181 passed on the 7th day of March, 2011, Council approved the closure of the laneway;

AND WHEREAS the laneway abutting Lots 152 and Lots 156 to 160, both inclusive, Plan 86 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 152 and Lots 156 to 160, both inclusive, Plan 86 designated as Parts 1 & 2 on Reference Plan 36R-13048 is hereby closed, stopped up and conveyed.
2. The City shall transfer Parts 1 & 2, Plan 36R-13048 to the owners of the lands abutting thereon, their successors or assigns, upon receipt of the consent in writing of the abutting registered owner, if the transfer is to be to a person other than the abutting registered owner.
- 3.(a) Subject to paragraph (b), in the event that an abutting owner to the said laneway does not consent to the disposition of the laneway within 60 days of the date of the passing of this by-law, then the clerk shall, upon request of an abutting owner of the opposite side of the laneway, give 30 days notice by prepaid registered mail to the abutting owner of the laneway to the effect that if the abutting owner does not agree to purchase one-half of the abutting laneway at a pro-rata share of the survey, legal, advertising costs and purchase price incurred in the laneway closing, then the said one-half of the laneway may be transferred to the opposite owner for the same cost.
- (b) Upon receipt of an Irrevocable Consent of the disposition of the laneway from the adjacent owner then that portion of the laneway may be transferred upon registration of the by-law.
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 16TH DAY OF MAY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THE 16TH DAY OF MAY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THE 6TH DAY OF JUNE, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-141

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT WITH NIPISSING UNIVERSITY
RELATING TO TRANSIT SERVICES**

WHEREAS the Agreement with Nipissing University for transit services for three (3) years commencing with the September 2011 to April 2012 academic year was approved by Resolution No. 2010-683 passed by Council on the 13th day of December, 2010;

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 December 2010 with Nipissing University relating to transit services.

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 Nipissing University and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 6TH DAY OF JUNE, 2011.

AA.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-144

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A GOVERNANCE AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO RELATING TO JOINT PROCUREMENT OF TRANSIT BUSES

WHEREAS the Governance Agreement with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario, Metrolinx, The Corporation of the City of Barrie, The Corporation of the City of Brampton, The Corporation of the City of Burlington, The Regional Municipality of Durham, The City of Hamilton, The Corporation of the City of Kingston, London Transit Commission, The Corporation of the Town of Milton, The Corporation of the City of North Bay, The Corporation of the City of Sarnia, St. Catharines Transit Commission, The Corporation of the City of Welland, The Corporation of the City of Windsor and The Regional Municipality of York relating to the joint procurement of Transit Buses was approved by Resolution No. 2011- _____ passed on the 6th day of June, 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 a Governance Agreement dated January 11, 2011 with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario, Metrolinx, The Corporation of the City of Barrie, The Corporation of the City of Brampton, The Corporation of the City of Burlington, The Regional Municipality of Durham, The City of Hamilton, The Corporation of the City of Kingston, London Transit Commission, The Corporation of the Town of Milton, The Corporation of the City of Sarnia, St. Catharines Transit Commission, The Corporation of the City of Welland, The Corporation of the City of Windsor and The Regional Municipality of York relating to the joint procurement of Transit Buses.
2. That the Mayor and Clerk of The Corporation of the City of North Bay are hereby authorized to execute that certain Governance Agreement between The Corporation of the City of North Bay and Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario, Metrolinx, The Corporation of the City of Barrie, The Corporation of the City of Brampton, The Corporation of the City of Burlington, The Regional Municipality of Durham, The City of Hamilton, The Corporation of the City of Kingston, London Transit Commission, The Corporation of the Town of Milton, The Corporation of the City of Sarnia, St. Catharines Transit Commission, The Corporation of the City of Welland, The Corporation of the City of Windsor and The Regional Municipality of York and to affix thereto the Corporate seal.

AZ

READ A FIRST TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 6TH DAY OF JUNE, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-140

**A BY-LAW TO AMEND TRAFFIC & PARKING BY-LAW NO. 2002-001
(SCHEDULE 10 – SPEED LIMITS)**

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c.25 authorizes the Council to pass By-Laws regulating or prohibiting certain traffic on highways and regulating or prohibiting parking on highways;

AND WHEREAS the *Highway Traffic Act*, R.S.O. 1990, c. H-8, as amended, authorizes the Council to pass By-laws regulating traffic on highways;

AND WHEREAS the Council passed Resolution 2011-388 at its meeting held Tuesday, May 24, 2011, authorizing that the Traffic & Parking By-law No. 2002-001 be amended with respect to speed limits.

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

1. That Schedule 10 (Speed Limits) to Traffic & Parking By-Law No. 2002-001 is hereby amended as follows:

(a) to delete the current Sections 9 and 10 and inserting in lieu thereof the following:

<u>"Road</u>	Between	Kilometres Per Hour
9. Lakeshore Drive	Jessups Creek and Barley Road	60 km/hr
10. Lakeshore Drive	40 metres east of Kate Pace Way and Highway #11	60 km/hr"

2. That this by-law comes into effect upon being passed.

READ A FIRST TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 6TH DAY OF JUNE, 2011.



MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-145

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT WITH ROBERT ROY AND YVES
ROY, OPERATING AS CAMROCK CRUSHING
RELATING TO THE CRUSHING OF RECLAIMED
ASPHALT PAVEMENT**

WHEREAS the Agreement with Robert Roy and Yves Roy, operating as Camrock Crushing for the crushing of reclaimed asphalt pavement was approved by Resolution No. 2011-323 passed by Council on the 3rd day of May, 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 May, 2011 with Robert Roy and Yves Roy, operating as Camrock Crushing relating to the crushing of reclaimed asphalt pavement.

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 Robert Roy and Yves Roy, operating as Camrock Crushing and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 6TH DAY OF JUNE, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 6TH DAY OF JUNE, 2011.



MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD