



**Council**

**Agenda**

**Regular Meeting of Council**

**May 3, 2011**

**at 7:00 p.m.**

# MEETINGS

**FOR THE WEEK OF  
MAY 2<sup>ND</sup>, 2011**

Monday, May 2, 2011

7:00 p.m.

Regular Meeting of Council  
Council Chambers, 2<sup>nd</sup> Floor  
**cancelled**

Tuesday, May 3, 2011

5:00 p.m.

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

7:00 p.m.

Regular Meeting of Council  
Council Chambers, 2<sup>nd</sup> Floor

**THE CORPORATION OF THE CITY OF NORTH BAY  
REGULAR MEETING OF COUNCIL HELD  
TUESDAY, MAY 3, 2011**

**PUBLIC PRESENTATIONS:**

David Briggs re 20<sup>th</sup> Anniversary of North Bay's Blue Box Program

**PUBLIC MEETING MINUTES:**

Monday, April 18, 2011

Tuesday, April 26, 2011

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

Monday, April 18, 2011

**COMMITTEE REPORTS:**

General Government Committee Report No. 2011-11

General Government Committee Report No. 2011-12

Community Services Committee Report No. 2011-09

**CORRESPONDENCE:**

1. Report from M.B. Burke dated April 19, 2011 re Utility Easement to Union Gas - Stanley Street (D15/2011/EASEM/GENERAL).
2. Accounts for March 2011 (F14/2011/EOIR/GENERAL).
3. Accounts for Royal Bank for March 2011 (F14/2011/EOIR/GENERAL).
4. Report from A. Lang dated April 15, 2011 re Amending Contribution Agreement - COMRIF Funding for the Water Filtration Plant (E03/2003/NBWTP/GENERAL).
5. Report from J. Manning / L. Boissonneault dated April 20, 2011 re Tender 2011-19, Maintenance garage building extension (F05/2011/ROADS/3007RD).
6. Report from J. Manning / L. Boissonneault dated April 18, 2011 re Tender 2011-21, Landscaping services (F18/2011/TENDE/GENERAL).
7. Report from J. Manning / L. Boissonneault dated April 19, 2011 re Tender 2011-26, Crushing of reclaimed asphalt pavement (F05/2011/ROADS/6008RD).
8. Report from B. Hillier / A. Korell dated April 27, 2011 re Condominium Final Approval - Turret Construction & Housing Co. Inc. - Madelena Drive, Lake Heights Road and Sylvan Crescent (D07/2007/TURRE/CIRCLELA).

9. Report from S. Kitlar dated April 15, 2011 re 2011 O'Canada Day Event (M02/2011/SPECI/CANADA).
10. Report from J. Manning / L. Boissonneault dated April 27, 2011 re Tender 2011-28, Supply of one (1) crew cab dump truck (F05/2011/PARKS/6028PR).
11. Report from J. Manning / L. Boissonneault dated April 27, 2011 re Supply of one (1) fire pumper apparatus vehicle (F05/2011/FIRE/6015FD).

**BY-LAWS FOR CONSIDERATION:**

**General Government - First, second and third readings:**

By-Law No. 2011-109 to authorize the City Hall Building Rehabilitation Program.

By-Law No. 2011-113 to execute an Amending Agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Agriculture, Food and Rural Affairs relating to the North Bay Water Filtration Plant (COMRIF Funding).

By-Law No. 2011-114 to execute an Agreement with the North Bay-Mattawa Conservation Authority, Millford Development Limited, Consolidated Homes Ltd. and Golden Estates Ltd. relating to the donation of Escarpment Lands (Thibeault Terrace and Golf Club Road).

**General Government - Third reading:**

By-Law No. 2011-101 to stop up, close and convey a portion of the laneway in a block bounded by Montrose Avenue, Carruthers Street, Robarts Avenue and Harrison Street.

**Community Services - First, second and third readings:**

By-Law No. 2011-112 to execute a Condominium Agreement with Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. relating to Turret Phase 2, Turret Phase 3 and Turret Phase 4 (Madelena Drive, Lake Heights Road and Sylvan Crescent).

**Engineering & Works - First, second and third readings:**

By-Law No. 2011-110 to execute an Agreement with Miller Paving Limited relating to the supply of asphalt concrete pavement patching.

By-Law No. 2011-111 to execute an Agreement with 2212880 Ontario Ltd. relating to the supply of aggregate materials.

By-Law No. 2011-115 to execute an Agreement with Metro Pavement Markings Ltd. relating to pavement marking services.

**MOTIONS:**

Councillor Chirico re Municipal Elections

**MOTION TO ADJOURN IN-CAMERA:**

**IN-CAMERA CORRESPONDENCE:**

12. ***Confidential*** report from M.B. Burke dated April 12, 2011 re Property matter.
13. ***Confidential*** report from M.B. Burke dated February 11, 2011 re Property matter.
14. ***Confidential*** report from M.B. Burke dated April 19, 2011 re Property matter.
15. ***Confidential*** report from J. Manning / M. Karpenko dated April 27, 2011 re Property matter.
16. ***Confidential*** report from J. Manning / M. Karpenko dated April 19, 2011 re Property matter.

**MOTION TO RECONVENE:**

**MOTION FOR RECONSIDERATION:**

**GIVING NOTICE:**

**ADJOURNMENT:**

**GENERAL GOVERNMENT COMMITTEE REPORT NO. 2011-11**

May 3, 2011

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

Your Worship and Councillors:

The General Government Committee presents Report No. 2011-11 and recommends:

1. That Council proceed with a Request for Proposal for the collection of outstanding Provincial Offences Fines.
2. That Council approve the sale of Part of the Water Street Road Allowance designated as Part 1, Plan 36R-13001 to Cassellholme for \$1.00.

All of which is respectfully submitted.

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

**GENERAL GOVERNMENT COMMITTEE REPORT NO. 2011-12**

May 3, 2011

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

Your Worship and Councillors:

The General Government Committee presents Report No. 2011-12 and recommends:

1. That
  - a) the Chief Financial Officer be authorized to increase Development Charge Rates in accordance with indexing adjustments of 1.0% as outlined in Report to Council CORP 2011-45; and
  - b) the 2010 Treasurer's Statement attached to Report to Council CORP 2011-45 be received.

All of which is respectfully submitted.

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

**COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-09**

May 3, 2011

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-09 and recommends:

1. That
  - a) the 2010 Annual Report on Building Permit Fees attached to Report to Council CSBU 2011-45 be noted and filed; and
  - b) the 2011 User Fees to be charged under the *Ontario Building Code* as outlined in Report to Council CSBU 2011-45 be approved.

All of which is respectfully submitted.

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



**MINUTES OF THE REGULAR MEETING  
OF CITY COUNCIL  
HELD MONDAY, APRIL 18<sup>TH</sup>, 2011**

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

**PUBLIC PRESENTATION:**

Leah Walker/Nancy Pilon	re Poverty Reduction Working Group
Fiona Page	re Bus Shelters
Ellen Faulkner	re Habitat for Humanity
George Terry	re Ontario Clean Water Agency (OCWA) Proposal

**CORRESPONDENCE:**

Grannittis Ristorante	re Extension to Liquor License – 540 Lakeshore Drive	(285)
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**REPORTS FROM OFFICERS:**

Acs, E.	re Lake Nipissing Access Point Review	(290)
Bellehumeur, R.	re Downtown Farmers' Market	(291)
Burke, M.	re Nine (9) Metre Smoking Ban at Entrances	(286)
Burke, M.	re Water Street Road Allowance	(292)
Burke, M.	re Easement Acquisition - 555 McNamara Street - N.B. Municipal Non-Profit Housing Corporation & OPP	(307)
Burke, M.	re Donation of Escarpment Lands	(308)
Conrad, C.	re Capital Budget Project - City Hall Rehabilitation Program	(287)
Euler, D.	re Operation of Water & Wastewater Treatment Facilities	(293b)
Kitlar, S.	re World's Finest Show Spring Event	(289)
Manning, J.	re Tender 2011-05, Street Sweeping Services	(288)

**Res. #2011-281:** Moved by Councillor Vaillancourt, seconded by Councillor Bain  
That minutes for the public meeting held on:

- Monday, April 4, 2011

be adopted as presented.

"CARRIED"

**Res. #2011-282:** Moved by Councillor Vaillancourt, seconded by Councillor Bain  
That minutes for the closed meeting held on:

- Monday, April 4, 2011

be adopted as presented.

"CARRIED"

**Res. #2011-283:** Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That Community Services Committee Report No. 2011-08 relating to:

- upgrades to the City of North Bay Radio Communication System

be adopted as presented.

"CARRIED"

COMMUNITY SERVICES COMMITTEE REPORT NO. 2011-08

April 18, 2011

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2011-08 and recommends:

1. That Council authorizes the City Clerk to prepare a Capital Expenditure By-Law for approval to fund the upgrades to the City of North Bay Radio Communication System from the 2011 Capital Budget Project Line No. 76, Project No. 3113GG, at a net debenture cost of \$648,150 and that \$96,850 be funded from the Water & Sanitary Sewer.

All of which is respectfully submitted.

ASSENTS  
LAWLOR  
MENDICINO  
VAILLANCOURT  
McDONALD

DISSENTS

Res. #2011-284: Moved by Councillor Vrebosch-Merry, seconded by Councillor Bain That Engineering & Works Committee Report No. 2011-02 relating to:

- presentations relating to the Operation of the Water and Wastewater Facilities

be adopted as presented.

"CARRIED"

ENGINEERING & WORKS COMMITTEE REPORT NO. 2011-02

April 18, 2011

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

Your Worship and Councillors:

The Engineering & Works Committee presents Report No. 2011-02 and recommends:

1. That the presentations from the Ontario Clean Water Agency and City staff relating to the Operation of the Water and Wastewater Facilities be received for information purposes.

All of which is respectfully submitted.

ASSENTS  
VREBOSCH-MERRY  
BAIN  
McDONALD

DISSENTS

Res. #2011-285: Moved by Councillor Chirico, seconded by Councillor Koziol That the City of North Bay offers no objection to the temporary extension of the Liquor License for Grannittis Ristorante, 540 Lakeshore Drive on Saturday, May 28<sup>th</sup>, 2011 from 11:00 am to 2:00 am the following day, provided that the operation continues to comply with all other municipal by-laws.

"CARRIED"

Res. #2011-286: Moved by Councillor Chirico, seconded by Councillor Koziol  
That Schedules "B" and "C" to By-Law No. 2003-05 (being a by-law to regulate smoking in public places and workplaces), be amended to include those workplaces and apartment buildings identified in Report to Council No. CORP 2011-61 dated April 7, 2011.

"CARRIED"

Res. #2011-287: Moved by Councillor Chirico, seconded by Councillor Koziol  
That a Capital Expenditure By-Law be presented to Council to authorize the City Hall Building Rehabilitation Program (On-going), being 2011 Capital Budget Project No. 6034GG (Line #104), at a net debenture cost of \$82,000.00.

"CARRIED"

Res. #2011-288: Moved by Councillor Vrebosch-Merry, seconded by Councillor Bain  
That City Council approve the award of a contract to A & G The Road Cleaners Ltd. to supply Street Sweeping Services for a two (2) year period with the provision of a one year option if mutually agreeable to both parties. The estimated amount of the first year of the contract shall be \$112,500.00 (HST extra). Subsequent year pricing shall not exceed the change in the "Consumer Price Index."

"CARRIED"

Res. #2011-289: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the World's Finest Shows be granted exclusivity within the defined city parkland, roadways and sidewalks for their spring show which is scheduled to take place in Lee Park on May 18 to 22, 2011, with setup taking place May 15-17, 2011. The exclusive area is defined as Lee Park inclusive; Memorial Drive roadway and associated sidewalks along the borders of Lee Park from Stanley Street to Judge Avenue; Judge Avenue and associated sidewalks from Leask Avenue to Lee Avenue; Lakeshore Drive roadway and the associated sidewalks beginning at the north border of Lee Park extending to 100 meters south past the intersection at Judge Avenue.

"CARRIED"

Res. #2011-290: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That staff Report to Council CSBU 2011-52 dated April 12, 2011 from Erik Acs regarding Lake Nipissing Access Point Review be received for information purposes only.

"CARRIED"

Res. #2011-291: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the Downtown Farmers' Market Board of Directors be granted permission to use Lot #11, the McIntyre Street East parking lot opposite City Hall, each Saturday from May 2011 to October 2011, between the hours of 8:00 am to 3:00 pm without charge, subject to the prior receipt of an insurance certificate satisfactory to the City Solicitor.

"CARRIED"

Res. #2011-292: Moved by Councillor Chirico, seconded by Councillor Koziol  
That Report to Council CORP 2011-67 relating to the Water Street Road Allowance be referred to the General Government Committee.

"CARRIED"

Res. #2011-293a: Moved by Councillor Lawlor, seconded by Councillor Maroosis  
That the report from David Euler dated April 14, 2011 re Operation of  
Water and Wastewater Treatment Facilities be referred to the  
Engineering & Works Committee.

"LOST"

Res. #2011-293b: Moved by Councillor Vrebosch-Merry, seconded by Councillor Bain  
That 1) the City of North Bay assume direct operation of its water and  
wastewater treatment facilities beginning July 1, 2011 in order  
to direct the long term sustainability of the facilities; and  
2) City Council direct staff to make all necessary preparations to  
ensure the transition and City operations begin on July 1,  
2011.

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

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

Nays: Councillor Anthony

"CARRIED"

Res. #2011-294: Moved by Councillor Chirico, seconded by Councillor Koziol  
That the following by-law be read a first and second time:

By-Law No. 2011-101 to stop up, close and convey a portion of the  
laneway in a block bounded by Montrose Avenue, Carruthers Street,  
Robarts Avenue and Harrison Street.

"CARRIED"

Res. #2011-295: Moved by Councillor Chirico, seconded by Councillor Koziol  
That the following by-law be read a first and second time:

By-Law No. 2011-106 to amend By-Law No. 2003-05 (to regulate  
smoking in public places and workplaces – North Bay Regional Health  
Centre).

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

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

Nays: Councillors Lawlor, Vrebosch-Merry

"CARRIED"

Res. #2011-296: Moved by Councillor Chirico, seconded by Councillor Koziol  
That the following by-law be read a third time and passed:

By-Law No. 2011-106 to amend By-Law No. 2003-05 (to regulate  
smoking in public places and workplaces – North Bay Regional Health  
Centre).

"CARRIED"

Res. #2011-297: Moved by Councillor Chirico, seconded by Councillor Koziol  
That the following by-laws be read a first and second time:

By-Law No. 2011-107 to authorize the 2011 North Bay-Mattawa  
Conservation Authority Capital Budget Allocation.

By-Law No. 2011-108 to amend Traffic & Parking By-Law No. 2002-001 (to allow the use of Segways on City sidewalks).

"CARRIED"

Res. #2011-298: Moved by Councillor Chirico, seconded by Councillor Koziol  
That the following by-laws be read a third time and passed:

By-Law No. 2011-107 to authorize the 2011 North Bay-Mattawa Conservation Authority Capital Budget Allocation.

By-Law No. 2011-108 to amend Traffic & Parking By-Law No. 2002-001 (to allow the use of Segways on City sidewalks).

"CARRIED"

Res. #2011-299: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-law be read a first and second time:

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

"CARRIED"

Res. #2011-300: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-law be read a third time and passed:

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

"CARRIED"

Res. #2011-301: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-law be read a third time and passed:

By-Law No. 2010-10 to rezone certain lands on Gormanville Road (1633091 Ontario Limited & 1633057 Ontario Limited).

"CARRIED"

Res. #2011-302: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-law be read a third time and passed:

By-Law No. 2011-17 to rezone certain lands on John Street and Third Avenue East (The Corporation of the City of North Bay).

Councillor Bain declared a conflict of interest as he owns property in the neighbourhood.  
Councillor Anthony declared a conflict of interest as a family member is employed by the proponent.

"CARRIED"

Res. #2011-303: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-laws be read a third time and passed:

By-Law No. 2011-102 to rezone certain lands on Francis Avenue (Carlo Guido & Tim Falconi – 228 & 232 Francis Avenue).

By-Law No. 2011-103 to rezone certain lands on Lakeshore Drive (2221864 Ontario Inc. – 482 Lakeshore Drive).

"CARRIED"

Res. 2011-304: Moved by Councillor Bain, seconded by Councillor Mendicino  
**WHEREAS** Ontario municipalities with post-secondary institutions and hospitals receive transfer payments from the Provincial Government in lieu of property taxes;

**AND WHEREAS** the payments are transferred to the municipalities based on the number of heads (students) on post-secondary institution campuses and the number of beds in their local hospitals (also known as the Heads and Beds payment in lieu of taxes);

**AND WHEREAS** the current amount of \$75 per head/bed has not been increased since 1987 when it was adjusted from \$50;

**AND WHEREAS** it is our position that the current Heads and Beds rate does not reflect a fair compensation for providing the local resources necessary to support these provincial services;

**AND WHEREAS** this rate, if indexed to inflation, would be approximately \$135 per head/bed;

**BE IT THEREFORE RESOLVED THAT** the City of North Bay request that the Provincial Government of Ontario increase the Heads and Beds Levy to at least the current rate of inflation and build in an automatic annual adjustment for inflation for future years;

**AND FURTHER THAT** a copy of this resolution be forwarded to Hon. Dwight Duncan, Minister of Finance; Hon. Monique Smith, MPP Nipissing and to the City of Kingston; and to the Leaders of the Provincial Opposition.

Record of Vote (Upon Request of Councillor Bain)

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

Nays: Nil

"CARRIED"

Res. #2011-305: 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 8:46 p.m. for the following reasons: Items #10, 12 & 14, being the proposed acquisition of lands by the Municipality; Item #11, being a litigation matter affecting the Municipality; Item #13, being a personal matter about identifiable individuals; and Item #15, being the pending sale of lands by the Municipality.

"CARRIED"

Councillor Maroosis left the meeting after the *in-camera* session and did not return to the Council Chambers

Res. #2011-306: Moved by Councillor Chirico, seconded by Councillor Koziol  
That Council reconvene at 9:30 p.m.

"CARRIED"

Res. #2011-307: Moved by Councillor Vrebosch-Merry, seconded by Councillor Bain  
That Council authorize an Easement Agreement with the Nipissing Housing Corporation for the watermain services at 555 McNamara Street, North Bay, whereby the City will receive an easement for the trunk services and agree to assume the operation and maintenance of those services in return for the right to loop those trunk services with the City's watermain system.

"CARRIED"

Res. #2011-308: Moved by Councillor Koziol, seconded by Councillor Anthony  
That Council approve an Agreement to accept the generous donation proposed by Millford Development Ltd., Consolidated Homes Ltd., and Golden Estates Ltd., for approximately 99 acres of the Escarpment Lands along the Thibeault Terrace and Golf Club Road area and that the legal and survey costs be funded through the Parklands Reserve Account.

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

"CARRIED"

Res. #2011-309: Moved by Councillor Vaillancourt, seconded by Councillor Bain  
That this Regular Meeting of Council do now adjourn at 9:31 p.m.

"CARRIED"

**CLOSED MEETING CONFLICT OF INTEREST**

***Regular Agenda Item #12 - Councillor Maroosis declared a conflict of interest as his partner is employed by the President of the North Bay Real Estate Board and left meeting for the discussion of this matter.***

***Regular Agenda Item #14 - 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.***

***Regular Agenda Item #15 - 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 PUBLIC MEETING OF  
CITY COUNCIL HELD UNDER THE *DEVELOPMENT CHARGES ACT*  
HELD TUESDAY, APRIL 26, 2011**

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

1. Development Charges

Councillor Chirico explained the purpose of the meeting.

The Deputy City Clerk advised that notice of the meeting was given by advertisements in the North Bay Nugget on March 26, 2011 and April 2, 2011.

Councillor Chirico asked for public presentations in support of or objecting to the development charges.

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MAYOR ALLAN McDONALD

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DEPUTY CLERK KAREN McISAAC



**MINUTES OF THE PUBLIC MEETING OF  
CITY COUNCIL HELD UNDER THE *ONTARIO BUILDING CODE*  
HELD TUESDAY, APRIL 26, 2011**

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

1. 2010 Annual Report on Building Permit Fees and proposed 2011 Building Permit Fee increases

Councillor Lawlor explained the purpose of the meeting.

The Deputy City Clerk advised that notice of the meeting was given by advertisements in the North Bay Nugget on March 26, 2011 and April 2, 2011.

Shawn Killins explained the purpose of the report.

Councillor Lawlor asked for public presentations.

\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
DEPUTY CLERK KAREN McISAAC

## CITY OF NORTH BAY

### REPORT TO COUNCIL

**Report No:** CORP 2011-76

**Date:** April 19, 2011

**Originator:** MICHAEL B. BURKE

**Subject:** UTILITY EASEMENT TO UNION GAS  
STANLEY STREET

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#### RECOMMENDATION

That Council authorize the transfer of an underground easement to Union Gas along an existing right of way, being Parts 1, 2 & 3, Plan 36R-6557, for a gas connection on Stanley Street

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#### BACKGROUND

Union Gas had an existing natural gas pipeline within Parts 1, 2 & 3 on Plan 36R-6557. As a result of emergency repairs it was found that the pipeline was not recognized by an Easement.

The gas line easement remains within the existing right of way from Lee Park to Stanley Street. There is little or no impact on the value of the land. A municipal agreement fee of \$380.00 plus registration costs would apply.

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#### OPTIONS ANALYSIS

Option # 1: To grant the utility easement to Union Gas.

Option # 2: Not to grant the utility easement to Union Gas.

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#### RECOMMENDED OPTION

That Council authorize the transfer of an underground easement to Union Gas along an existing right of way, being Parts 1, 2 & 3, Plan 36R-6557, for a gas connection on Stanley Street.

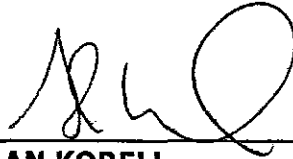
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Respectfully submitted,



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**MICHAEL B. BURKE**  
CITY SOLICITOR



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**ALAN KORELL**  
MANAGING DIRECTOR/CITY ENGINEER  
ENGINEERING, ENVIRONMENTAL  
SERVICES & WORKS

**I concur in this report and recommendation.**



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**DAVID G. LINKIE**  
CHIEF ADMINISTRATIVE OFFICER

Personnel designated for continuance: Michael B. Burke

Attachments: Pipeline Easement from Union Gas  
MBB/lc

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PLAN OF SURVEY OF  
 PART OF LOT 907  
 REGISTERED PLAN No. 22  
 AND PART OF LOT 20  
 CONCESSION D  
 TOWNSHIP OF WIDDIFIELD  
 NOW IN THE  
**CITY OF NORTH BAY**  
 DISTRICT OF NIPISSING

OBSERVED REFERENCE POINTS (ORPS) DERIVE FROM RTK GPS OBSERVATION USING THE CANWEST NETWORK : UTM 17 NAD 83 CSRS (2011) COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG.216/10		
POINT ID.	NORTHING	EASTING
ORP 'A'	5128624.89	618639.125
ORP 'B'	5128676.98	618673.511

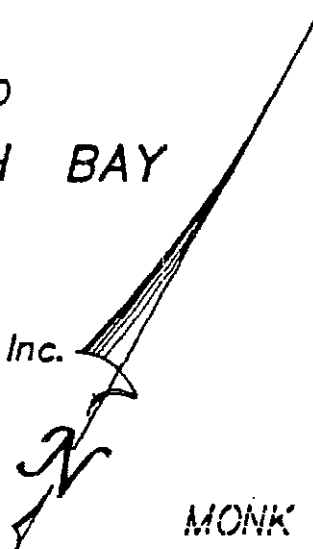
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN



SCALE 1 : 400

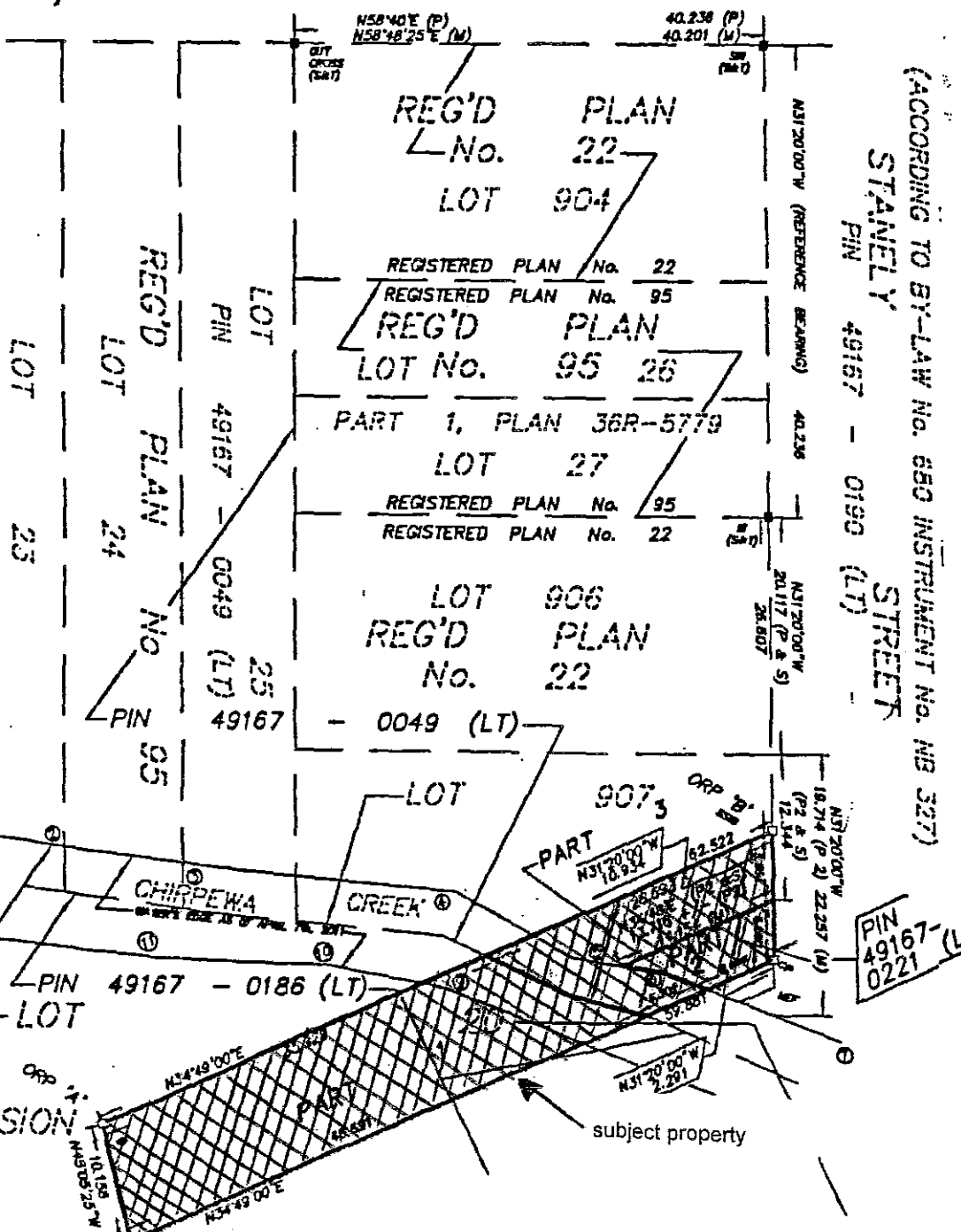
Miller & Urso Surveying Inc.

GRID SCALE CONVERSION  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99975



MONK STREET

TIES TO WATER'S EDGE FROM POINT 'A'		
POINT	DISTANCE	BEARING
1	76.07	N67°02' E
2	61.03	N67°08' E
3	47.54	N67°26' E
4	27.48	N70°09' E
5	18.83	N58°32' E
6	8.63	N51°43' E
7	8.00	N70°15' W
8	12.70	N07°13' E
9	27.72	N53°09' E
10	37.98	N57°25' E
11	52.78	N58°17' E
12	68.42	N59°35' E
13	80.12	N61°41' E



(ACCORDING TO BY-LAW No. 680 INSTRUMENT No. NB 327)  
 STANELY STREET  
 PIN 49167 - 0190 (LT)

2

North Bay, ON

May 3, 2011

**Subject:** Elected Official Invoice Register

**File No.** F14/2011/EOIR/GENERAL

**Res.** 2011 - \_\_\_\_\_

**Moved by Councillor:** \_\_\_\_\_

**Seconded by Councillor:** \_\_\_\_\_

That accounts totaling \$8,471,581.24 for March 2011 be approved.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Carried

Carried as amended

Lost

Conflict \_\_\_\_\_ Endorsement of Chair \_\_\_\_\_  
\_\_\_\_\_

Record of Vote (Upon Request of Councillor \_\_\_\_\_)

Yeas	_____	_____	Nays	_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____

Signature of Clerk \_\_\_\_\_

GG

3

North Bay, ON

May 3, 2011

**Subject:** Royal Bank

**File No.** F14/2011/EOIR/GENERAL

**Res.** 2011 - \_\_\_\_\_

**Moved by Councillor:** \_\_\_\_\_

**Seconded by Councillor:** \_\_\_\_\_

That accounts for Royal Bank totaling \$2,209.09 for March 2011 be approved.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Carried

Carried as amended

Lost

**Conflict** \_\_\_\_\_ **Endorsement of Chair** \_\_\_\_\_  
\_\_\_\_\_

**Record of Vote** (*Upon Request of Councillor* \_\_\_\_\_)

<b>Yeas</b>	_____	_____	<b>Nays</b>	_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____
	_____	_____		_____	_____

**Signature of Clerk** \_\_\_\_\_

Report to Council

Report No: CORP 2011 - 70

Date: April 15, 2011

From: Al Lang

Subject: Amended Contribution Agreement with COMRIF for Water Filtration Plant

---

**RECOMMENDATIONS:**

1. That the Mayor and Clerk be authorized to sign the Amending Agreement between Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and The Corporation of the City of North Bay related to funding of the North Bay Water Filtration Plant; and
  2. That the Execution By-law be presented to Council for three readings on Tuesday, May 3, 2011.
- 

**BACKGROUND:**

The North Bay Water Treatment Plant Project is being funded 1/3 each by the Federal and Provincial governments through the COMRIF program. An agreement was entered into on March 20, 2006. The project has taken longer than anticipated and the original agreement lapsed and needs to be revived in order for the City to complete the Project and allow the Ministry to make final payments to the City as well as to release any holdback currently being held by the Ministry. We have been working with COMRIF for quite some time with the knowledge that project end dates would create a need for an extension and had been assured that our concerns would be addressed.

The new water plant has been servicing the City since the spring of 2010. The official grand opening of the plant was in September 2010. There are some deficiencies and final construction issues that are being dealt with. COMRIF has been kept up to date on developments concerning this project and have been very accommodating in our request for an extension.

The Ministry of Agriculture, Food and Rural Affairs has prepared an amended agreement with an effective date of March 30, 2011 to deal with the issue. The key date changes in the amended agreement are:

- Expiration Date is March 31, 2012 (was March 31, 2011)
- Final Report date is June 30, 2011 (was December 31, 2010)
- Eligible Costs are to be incurred up to March 31, 2011 (was October 31, 2010)

---

We have been requested to:

**Send four copies of the signed COMRIF Extension Agreement along with a certified copy of the municipal by-law designating the signing officers and authorizing the execution of the Funding Agreement.** These are to be returned to the Ministry by May 12.

The City's delegation by-law authorizing the CAO and City Clerk to sign funding agreements (By-Law No. 2010-158) would satisfy COMRIF's requirement of a by-law designating the signing officers. A by-law is needed to authorize the execution of the COMRIF Amended Agreement.

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**ANALYSIS/OPTIONS:**

**Option # 1**

Not to approve the execution by-law. This is not recommended.

**Option # 2**


Approve the execution by-law and forward the required documents and by-laws to the Ministry of Agriculture, Food and Rural Affairs. This will ensure appropriate project completion and the final COMRIF funding of the water filtration plant.

---

**RECOMMENDED OPTIONS:**

1. That the Mayor and Clerk be authorized to sign the Amending Agreement between Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and The Corporation of the City of North Bay related to funding of the North Bay Water Filtration Plant; and
  2. That the Execution By-law be presented to Council for three readings on Tuesday, May 3, 2011.
- 

Respectfully submitted,

  
\_\_\_\_\_  
Al Lang, CGA  
Director of Financial Services

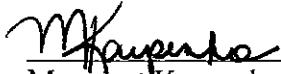


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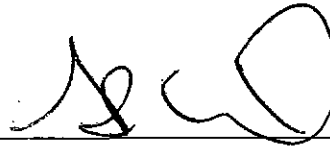
We concur in the recommendations.



David Euler  
Director of Engineering



Margaret Karpenko, CMA  
Chief Financial Officer /Treasurer



Alan Korell  
Managing Director, Engineering,  
Environmental Services and Works



David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Director of Financial Services

Attachment: COMRIF Agreement (4 copies)

**CANADA – ONTARIO MUNICIPAL RURAL INFRASTRUCTURE FUND (COMRIF)  
INITIATIVE**

**FUNDING AGREEMENT FOR INFRASTRUCTURE PROJECTS**

Ministry of Agriculture, Food and Rural Affairs  
File Number: 11670

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Agriculture, Food and Rural Affairs

**AND**

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

**WHEREAS** the Government of Ontario is investing in Ontario's infrastructure;

**AND WHEREAS** the purpose of COMRIF is to improve and renew public infrastructure in Ontario's small urban and rural communities with populations of less than 250,000;

**AND WHEREAS** the priority for COMRIF is improving water, sewage treatment, waste management and local roads and bridges;

**AND WHEREAS** the objectives for COMRIF include ensuring that sustainable infrastructure investments enhance and renew Ontario's aging public infrastructure, improve the quality of the environment; protect the health and safety of citizens; support long-term economic growth; and build strong, sustainable communities by giving municipalities the tools they need.

**AND WHEREAS** COMRIF small urban and rural communities to choose how they will apply for funding for projects in the categories of water, wastewater, waste management, local roads and bridges, public transit, cultural, recreation, tourism, environmental energy improvements and connectivity;

**AND WHEREAS** the Ministry and the Recipient entered into a P-Agreement on March 20, 2006;

**AND WHEREAS** the P-Agreement, through no fault of the Parties, lapsed and therefore needs to be "revived" in order to allow the Recipient to complete the Project and allow the Ministry to make final payment(s) to the Recipient as well as release any holdback currently being held;

**AND WHEREAS** the Parties agree the best way to address this issue is to have this Agreement have the Effective Date of this Agreement be March 30, 2011;

**AND WHEREAS** this Agreement defines the terms and conditions of a financial contribution to assist with the Project under COMRIF which is being administered by the Ministry;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Description of the Project
- Schedule "C" - Eligible Costs
- Schedule "D" - Budget
- Schedule "E" - Project Schedule (Milestones)
- Schedule "F" - Financial Assistance
- Schedule "G" - Federal Requirements
- Schedule "H" - Additional Provisions
- Schedule "I" - Communications Requirements
- Schedule "J" - Cash Flow Report
- Schedule "K" - Progress Report
- Schedule "L" - Claim Report
- Schedule "M" - Final Report

constitute the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

**IN WITNESS WHEREOF**, the Ministry and the Recipient have respectively executed and delivered this Agreement on the date set out above.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Agriculture, Food and Rural Affairs

by:

\_\_\_\_\_  
Name: The Honourable Carol Mitchell  
Title: Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
Date

**RECIPIENT'S NAME:**  
**THE CORPORATION OF THE CITY OF NORTH BAY**

by:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

Affix  
Corporate  
Seal

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

I/we have authority to bind the Recipient

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**SECTION 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

**"Act"** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

**"Adjust the Financial Assistance"** means adjust the amount of the Financial Assistance on the Project or the amount of financial assistance for any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s) or initiative(s) (either current or future), and/or require repayment for some or all of the Financial Assistance of the Project in an amount to be determined by the Ministry and within the period specified by the Ministry.

**"Agreement"** means this agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

**"Allowable Financial Assistance"** has the meaning given to it in Section 8.1 of Schedule "A" (Definitions and Interpretation) of this Agreement.

**"Budget"** means the Project budget set out in Schedule "D" (Budget) of this Agreement.

**"Business Day"** means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.

**"Cash Flow Report"** has the meaning given to it in Section 6.1 of Schedule "A" (Definitions and Interpretation) of this Agreement.

**"Claim Report"** has the meaning given to it in Section 6.2 of Schedule "A" (Definitions and Interpretation) of this Agreement.

**"Claims Submission"** has the meaning given to it in Section 6.2 of Schedule "A" (Definitions and Interpretation) of this Agreement.

**"Communication Requirements"** means the communication requirements set out in Schedule "I" (Communications Requirements) of this Agreement, or as directed by the Ministry from time to time.

**"COMRIF Initiative"** has the meaning given to it on the first page of this Agreement.

**"Consultant"** means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

**“Contract”** means a contract between a Recipient and a third party at arm’s length whereby the latter agrees to provide a product or service to the Project in return for financial consideration that may be claimed as an Eligible Cost.

**“Crown Agency”** means a crown agency as defined in the *Crown Agency Act* (Ontario).

**“Effective Date”** means March 30, 2011;

**“Eligible Cost”** has the meaning given to it in Section 3 of this Agreement and Schedule “C” (Eligible Costs) of this Agreement.

**“End of Financial Assistance Date”** means March 31, 2011.

**“Environmental Contaminant”** means any hazardous or toxic substance or material including, without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes and flammable, explosive or improperly handled friable materials.

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Environmental Contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act*, the *Canadian Environmental Protection Act 1999*, the *Canadian Environmental Assessment Act*, the *Fisheries Act* (Canada) and the *Navigable Waters Protection Act* (Canada).

**“Event of Default”** has the meaning given to it in Section 15 of Schedule “A” (Definitions and Interpretation) of this Agreement.

**“Expiration Date”** means March 31, 2012.

**“Federal Government”** means Her Majesty the Queen in right of Canada.

**“Federal Licensed Marks”** has the meaning given to it in Section 6 of Schedule “G” (Federal Requirements) of this Agreement.

**“Federal Maximum Financial Assistance”** has the meaning set out in Schedule “F” (Financial Assistance) of this Agreement.

**“Final Report”** has the meaning given to it in section 6.3 of Schedule “A” (Definitions and Interpretation) of this Agreement.

**“Final Report Date”** means June 30, 2011.

**“Financial Assistance”** means the funds contributed by the Senior Government to be advanced by the Ministry to the Recipient pursuant to this Agreement.

**"Fiscal Year"** means the period beginning on April 1 of a year and ending on March 31 of the following year.

**"Generally Accepted Accounting Principles"** means Canadian Generally Accepted Accounting Principles as adopted by the Canadian Institute of Chartered Accountants, applicable as at the date on which such calculation is made or required to be made in accordance with Generally Accepted Accounting Principles.

**"Government of Ontario"** means Her Majesty the Queen in right of Ontario.

**"Infrastructure"** means publicly or privately owned fixed capital assets in Ontario for public use or benefit.

**"Licensed Marks"** has the meaning given to it in Section 13 of Schedule "A" (Definitions and Interpretation) of this Agreement.

**"Local Government"** means a "municipality" as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority exercising any power with respect to municipal affairs or purposes in an unorganized township, but excludes municipalities having a population in excess of 250,000.

**"Maximum Financial Assistance"** has the meaning set out in Section 4.5 Schedule "A" (Definitions and Interpretation) of this Agreement and Schedule "F" (Financial Assistance) of this Agreement.

**"Ministry"** means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

**"Ontario Maximum Financial Assistance"** has the meaning set out in Schedule "F" (Financial Assistance) of this Agreement.

**"OSTAR"** means the Ontario Small Town and Rural Development Infrastructure initiative under the Canada-Ontario Infrastructure Program.

**"P-Agreement"** means the agreement entered into between the Ministry and the Recipient on March 20, 2006.

**"Parties"** means the Ministry and the Recipient collectively.

**"Party"** means either the Ministry or the Recipient, as the case may be.

**"Payment Certifier"** means a payment certifier as defined in subsection 1(1) of the *Construction Lien Act* (Ontario).

**"Progress Report"** has the meaning given to it in Section 6.2 of Schedule "A" (Definitions and Interpretation) of this Agreement.

**"Project"** means the project described in Schedule "B" (Description of Project) of this Agreement.

**"Project Schedule"** means the schedule set out in Schedule "E" (Project Schedule (Milestones)) of this Agreement.

**"Recipient"** has the meaning given to it on the first page of this Agreement.

**"Senior Government"** means the Ministry and the Federal Government collectively.

**"Substantially Performed"** has the meaning set out in and shall be determined in accordance with subsection 2(1) of the *Construction Lien Act* (Ontario).

**"Total Eligible Costs"** has the meaning set out in Schedule "F" (Financial Assistance) of this Agreement.

- 1.2** *Herein, etc.* The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- 1.3** *Currency.* Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 1.4** *Statutes.* Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
- 1.5** *Gender, singular, etc.* Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.
- 1.6** *Ministry Approvals.* Any reference to, or requirement for, the approval of the Ministry in this Agreement or in any schedule hereto shall be deemed to require the prior and express written approval of the Ministry.

## SECTION 2 TERM OF AGREEMENT

- 2.1** *Retroactive effective date of Agreement.* This Agreement shall be retroactively effective as of March 30, 2011.
- 2.2** *Referential Incorporation of Certain Schedules From P-Agreement Into This Agreement.* Schedules "B" (Description of the Project), "D" (Budget), "E" Project Schedule (Milestones)) and "F" (Financial Assistance) of the P-Agreement are referentially incorporated into this Agreement as they read immediately before this Agreement comes into effect.



- 2.3 Term of Agreement.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the Effective Date, up to and including the Expiration Date.
- 2.4 End of Financial Assistance Date.** Notwithstanding anything in this Agreement and regardless of the Project's state of completion, the Ministry shall not be obligated to provide Financial Assistance under this Agreement after the End of Financial Assistance Date.

### **SECTION 3 ELIGIBLE COSTS**

- 3.1 Eligible Costs.** In order for a cost to be eligible for Financial Assistance pursuant to this Agreement (an "**Eligible Cost**"), the cost must be in accordance with Part C.1 of Schedule "C" (Eligible Costs) of this Agreement and be specifically identified in Schedule "D" (Budget) of this Agreement, except where otherwise expressly approved in writing by the Ministry. For greater certainty, where Schedule "B" (Description of the Project) of this Agreement identifies a portion of the works that are specifically excluded from the description of the Project under this Agreement, the costs associated with that portion of the works are not eligible.
- 3.2 Discretion of Ministry.** Subject to Section 3.1 of Schedule "A" (Definitions and Interpretation) of this Agreement, the eligibility of any items not listed in Schedule "C" (Eligible Costs) of this Agreement will be determined in accordance with Ministry policies and guidelines. The final eligibility of items claimed is at the sole discretion of the Ministry. The Recipient should consult with Ministry staff when in doubt over specific items prior to incurring costs.
- 3.3 Retention of Receipts.** The Recipient shall retain all evidence (such as invoices, receipts, etc.) of payment related to Eligible Costs and such supporting documentation must be available to the Ministry when requested and maintained by the Recipient for audit purposes.
- 3.4 Ineligible Costs.** Notwithstanding anything else contained herein, the costs that are not eligible for Financial Assistance pursuant to this Agreement are set out in Part C.2.1 of Schedule "C" (Ineligible Costs) of this Agreement.
- 3.5 Deemed ineligible.** The Recipient acknowledges that the Ministry's fiscal year ends on March 31 in each year, and that should an Eligible Cost not be submitted by the Recipient for payment of Financial Assistance before March 31 of the year following the fiscal year in which it was incurred, such Eligible Cost shall be deemed ineligible for Financial Assistance.
- 3.6 Clarification.** For clarity, the Recipient hereby expressly acknowledges that the inclusion of an item in the Budget does not necessarily mean that such item is an Eligible Cost. Where there is a conflict between the Budget and this Article, the provisions of this Article shall prevail.

## SECTION 4 FINANCIAL ASSISTANCE

- 4.1 Use of Financial Assistance.** The Financial Assistance is intended for and shall be used only for Eligible Costs.
- 4.2 Basis of payout of Financial Assistance.** The Financial Assistance will be provided by the Ministry to the Recipient on the basis set out in Schedule "F" (Financial Assistance) of this Agreement.
- 4.3 Semi-Annual Reporting.** The Recipient is required to submit semi-annual cash-flow reports to the Ministry pursuant to Section 6.1 of Schedule "A" (Definitions and Interpretation) of this Agreement prior to the Ministry releasing any Financial Assistance.
- 4.4 Funds advanced.** If Financial Assistance is provided to the Recipient by the Ministry prior to the Ministry receiving evidence that the associated Eligible Costs have already been paid by the Recipient, then such Financial Assistance, including all interest earned thereon, shall be deemed to remain the property of the Ministry and must be held by the Recipient in trust for the Ministry in an interest bearing account pending payment of Eligible Costs. Without limitation, any payment of Financial Assistance that is made to the Recipient without the requirement of the Recipient first providing the Ministry with either a Progress Report or a Final Report must meet the requirements of this Section or Schedule "A" (Definitions and Interpretation) of that Agreement.
- 4.5 Maximum Financial Assistance.** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance.
- 4.6 Excess funds.** Where actual costs are lower or appear likely to be lower than the total eligible expenditures identified in the Budget, or where additional funding is secured from other government sources such that the funds available to the Recipient for the Project (other than the Financial Assistance) exceed the Maximum Financial Assistance, the Recipient shall immediately notify the Ministry. The Ministry may, in its sole discretion, Adjust the Financial Assistance on the Project.
- 4.7 Interdependent Projects.** Where implementation of the Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.8 Recipient not carrying out Project.** The Recipient shall immediately notify the Ministry if it does not intend to carry out the Project in whole or in part as specified in Schedule "B" (Description of Project) of this Agreement in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.9 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

- 4.10 Alternatives to Project.** If the Recipient becomes aware of any alternatives to the Project that are more cost effective (for example, an area/joint servicing scheme), the Recipient shall immediately notify the Ministry, in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance. Likewise, if the Ministry becomes aware of any alternatives to the Project that are more cost effective, the Recipient will be notified and the Ministry may, in its sole discretion, Adjust the Financial Assistance.
- 4.11 Goods and Services Tax or Harmonized Sales Tax.** The Financial Assistance is based on the net amount of goods and services tax or the harmonized sales tax (as the case may be) to be paid by the Recipient pursuant to the *Excise Tax Act* (Canada), net of any applicable rebates.
- 4.12 Withholding payment.** The Ministry may, in its sole discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any applicable legislation.
- 4.13 Insufficient funds provided by the Legislature.** If, in the opinion of the Ministry, the Legislative Assembly of Ontario does not provide sufficient funds to continue the Financial Assistance for any fiscal year during which this Agreement is in effect, the Ministry may terminate this Agreement in accordance with the terms specified in Section 15.5 of Schedule "A" (Definitions and Interpretation) of this Agreement.

## SECTION 5 PROJECT AWARD, MANAGEMENT AND COMPLETION

- 5.1 Recipient fully responsible.** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on completion of a project by others, the Recipient shall be fully responsible for obtaining any assurances that it may require from others in relation to the implementation of the Project by the Recipient.
- 5.2 Ministry not responsible for implementation.** The Ministry shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any interdependent project of others.
- 5.3 Ministry not responsible for costs, etc.** The Ministry shall not be responsible for any costs associated with the operation, maintenance and repair of the Project nor for any claims, proceedings or judgments arising from the tender and bidding process.
- 5.4 Behaviour of Recipient.** The Recipient shall carry out the Project in an economical and businesslike manner, in accordance with this Agreement and in particular, but without limitation, in accordance with the Budget and the Project Schedule subject to any reasonable changes that the Ministry may agree to or require from time to time in writing.

- 5.5 Competitive process.** The Recipient shall acquire and manage all equipment, services and supplies required for the Project through a transparent, competitive process that ensures the best value for funds expended. For equipment, services and supplies, the estimated cost of which exceeds \$25,000.00, the Recipient shall obtain at least three written quotes unless the Ministry gives prior written approval and:
- a) the expertise the Recipient is purchasing is specialized and is not readily available; or
  - b) the Recipient has recently researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
- 5.6 Competitive tender.** Except as otherwise approved in writing by the Ministry, all portions of the construction component of the Project (including materials and equipment) shall be competitively and openly tendered, in the opinion of the Ministry, to competent contractors capable of completing the construction component of the Project, and the Contract must be awarded to the lowest qualified bidder or, where the bid price is not the sole specified selection criterion, the highest ranked bidder.
- 5.7 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Government of Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all of the applicable requirements of that Annex. In the event of any conflict between the requirements of Sections 5.5 and 5.6 of Schedule "A" (Definitions and Interpretation) of this Agreement and the requirements of this Section 5.7 of Schedule "A" (Definitions and Interpretation) of this Agreement, the requirements referenced in this Section 5.7 of Schedule "A" (Definitions and Interpretation) of this Agreement shall apply.
- 5.8 Long-term capital management plan.** The Recipient shall prepare and update annually thereafter a long-term capital asset management plan which outlines how the Recipient intends to meet its financial and other commitments for maintaining the Infrastructure on an ongoing basis, including plans to recover the full operating costs through service charges where appropriate. Upon request, the Recipient shall provide to the Ministry a copy of its then current long-term capital management plan.
- 5.9 Final claims.** The Recipient shall submit its final claims with the required documentation for approval, cost reviews, audits and settlement within three (3) months of completion of the Project and no later than the Final Report Date or such later date as is specified in writing by the Ministry. Upon completion of the cost reviews, audits and settlement, the Ministry shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by the Ministry, the required documentation for approval, cost reviews and audits on an interim basis.
- 5.10 Commencement of Project.** The Recipient shall begin the Project within six (6) months after the date of this Agreement, failing which this Agreement may be terminated

pursuant to Section 15 of Schedule "A" (Definitions and Interpretation) of this Agreement.

**5.11 Contracts.** The Recipient shall ensure that all Contracts:

- a) are consistent, and do not conflict, with this Agreement;
- b) incorporate the relevant provisions of this Agreement to the extent possible;
- c) conform to all policies and procedures issued by the Senior Government for the COMRIF Initiative;
- d) are awarded and managed:
  - (i) in a way that is transparent, competitive and consistent with value for money principles; and
  - (ii) in accordance with all applicable policies and procedures issued by the Government of Ontario;
- e) require that the parties thereto comply with all applicable legislation; and
- f) authorize the Ministry and the Federal Government to gather data, perform audits and monitor the Project as they see fit.

## **SECTION 6 REPORTING REQUIREMENTS**

**6.1 Cash Flow Report.** The Recipient shall submit semi-annual reports for the Project to the Ministry on or before February 15<sup>th</sup> and August 15<sup>th</sup> of each Fiscal Year outlining the current cash flow and projections and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. For bridge infrastructure Projects, additional submissions may be required during the design phase of the Project, as described in Schedule "H" (Additional Provisions) of this Agreement.

**6.2 Claims Submission.** All Claim Submissions shall include the following reports:

**1. Progress Report.** The Recipient shall provide the Ministry with a report in the form set out in Schedule "K" ("Progress Report") of this Agreement that shall contain sufficient information to allow the Ministry to assess the progress of the Project. The Progress Report shall include:

- a) a detailed description of the progress of the Project to the date of the report;
- b) particulars of how the Communication Requirements have been implemented or applied;
- c) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying the percentage of the Project completed;

- d) details of any variance from the Project, the Budget and/or the Project Schedule; and
- e) any other information respecting the Project that may be requested by the Ministry.

**2. Claim Report.** The Recipient shall provide the Ministry with a report in the form set out in Schedule "L" ("Claim Report") of this Agreement on the invoices received and paid for the Project as at the date of the payment request which shall contain sufficient information to allow the Ministry to assess the eligibility of that portion of the Project for which disbursement is being requested and the individual Project tasks and Milestones. The Claim Report shall include:

- a) an invoice summary, in the form prescribed by the Ministry;
- b) a list of the vendor from which the invoice was received;
- c) a description of the type of work performed for each invoice; and
- d) when requested, all original invoices and receipts for the Project.

**6.3 Final Report.** Within three months of the Project becoming Substantially Performed and no later than the Final Report Date or such later date as is specified in writing by the Ministry, the Recipient shall submit a final report (the "**Final Report**") for the Project to the Ministry in a form satisfactory to the Ministry and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. The Final Report shall include:

- a) a detailed description of the Project as completed, including photographs;
- b) particulars of how the Communication Requirements have been implemented or applied;
- c) a final unaudited financial statement showing Project expenditures and revenue, prepared by a qualified person;
- d) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying that the Project has been Substantially Performed;
- e) an invoice summary, in the form prescribed by the Ministry;
- f) a final cost summary in the form appended as Schedule "M" (Final Report) of this Agreement ;
- g) when requested, all original invoices and receipts for the Project;
- h) details of any variance from the Project, the Budget and/or the Project Schedule; and

- i) any other information respecting the Project that may be requested by the Ministry, including, but not limited to, audited financial statements.

Upon receipt of the Final Report, the Ministry shall not be obligated to consider any further claims in relation to the Project.

## SECTION 7 RECORDS AND AUDIT

- 7.1 *Separate records.*** The Recipient shall maintain separate records and documentation for the Project and keep all records and documentation for six (6) years after the final settlement of accounts referred to in Section 5.9 of Schedule "A" (Definitions and Interpretation) of this Agreement. Upon request, the Recipient shall submit all records and documentation relating to the Project including, but not limited to, work authorizations, invoices, time sheets, payroll records, estimates and actual cost of the activities carried out pursuant to this Agreement, together with tenders and proposals, final measurements, payment certificates, change orders, correspondence, memoranda, contracts and amendments thereto which shall be maintained in accordance with Generally Accepted Accounting Principles.
- 7.2 *Provide records to Ministry.*** The Recipient shall provide to the Ministry, upon request and at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses), all records and documentation (including invoice summaries and certified statement of final costs) of the Recipient and its auditors, contractors, project managers and Consultants relating to the Project or any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s), for the purposes of cost reviews, audits and settlement, as may be required by the Ministry, of the Project or any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s). Such material shall be provided to the Ministry and other ministries of the Government of Ontario as may be requested from time to time, all in a form and manner satisfactory to the Ministry and other ministries of the Government of Ontario, as applicable.
- 7.3 *External auditor.*** The Ministry may require the assistance of an external auditor to carry out an audit of the material referred to in Sections 7.1 and 7.2 of Schedule "A" (Definitions and Interpretation) of this Agreement. If so, the Recipient shall, upon request, retain an external auditor acceptable to the Ministry at the Recipient's sole expense. The Recipient shall ensure that any auditor who conducts an audit pursuant to this section of the Agreement or otherwise, provides a copy of the audit report to the Ministry for its consideration at the same time that the audit report is given to the Recipient.
- 7.4 *Information.*** The Recipient shall supply to the Ministry, upon request, such information in respect of the Project and its results including without limitation all contracts and agreements related to the Project and all plans and specifications related to the Project, as the Ministry may require. The Ministry and the Federal Government, their respective agents and employees, including the Ontario Provincial Auditor's Office, shall be allowed

access to the Recipient's premises and staff and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) confirm the results of the Project in terms of resolving the infrastructure problems that cause an immediate and serious problem for human health or the environment.

- 7.5 Information condition precedent for payment.** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s) (either current or future). In addition, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

## SECTION 8 OVERPAYMENT

- 8.1 Allowable Financial Assistance.** Funds advanced to the Recipient prior to settlement in accordance with Section 5.9 of Schedule "A" (Definitions and Interpretation) of this Agreement shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, the Ministry will determine the final amount of Financial Assistance on the Project (the "**Allowable Financial Assistance**"). The Recipient agrees to repay to the Ministry, upon receipt of a written demand and within the period specified by the Ministry, that portion of the total of the funds advanced that exceeds the Allowable Financial Assistance applicable to the Project, as determined by the Ministry, as well as any funds used for a purpose other than that stated in the terms of this Agreement, as determined by the Ministry.
- 8.2 Deduction of overpayment.** The Ministry may deduct any overpayment of Financial Assistance pursuant to Section 8.1 of Schedule "A" (Definitions and Interpretation) of this Agreement made on the Project from financial assistance payable on any other project(s) of the Recipient under the COMRIF Initiative or any other provincial program(s) (either current or future). Any overpayment made on any other project(s) of the Recipient under the COMRIF Initiative or any other provincial program(s) (either current or future) may in turn be deducted from Financial Assistance payable on the Project.
- 8.3 Interest on overpayment.** The Ministry reserves the right to demand interest on any overpayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.



## SECTION 9 INSURANCE AND BONDING

**9.1 Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to the Ministry:

- a) Comprehensive general liability insurance to an inclusive limit of not less than five million (\$5,000,000.00) dollars per occurrence for property, damage, bodily injury and personal injury including, at least the following policy endorsements:
  - (i) Her Majesty the Queen in right of Ontario as an additional insured for the purposes of the Project only;
  - (ii) cross liability;
  - (iii) contractual liability;
  - (iv) independent contractors;
  - (v) products and completed operations;
  - (vi) employer's liability and voluntary compensation;
  - (vii) thirty (30) day written notice of cancellation;
  - (viii) tenants legal liability (if applicable); and
  - (ix) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- b) All the necessary insurance that would be considered appropriate for a prudent Recipient of this type undertaking a project similar to the Project, including, where appropriate and without limitation, property, construction and errors and omissions insurance.

**9.2 Certificates of Insurance.** Prior to any scheduled payment of Financial Assistance pursuant to this Agreement and throughout the term of this Agreement, the Recipient shall provide the Ministry with a valid certificate of insurance that references the Project, confirms the above requirements and identifies major exclusions in the policy.

**9.3 Bonding.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained in full force and effect during the term of this Agreement:

- a) a performance bond in the amount of 100% of the contract price for any construction Contract related to the Project and which is for an amount greater than one hundred and fifty thousand (\$150,000.00) dollars covering the

performance of that construction Contract and the correction of any deficiencies;  
and

- b) a labour and material payment bond in the amount of 50% of the contract price for any construction Contract related to the Project and which is for an amount greater than one hundred and fifty thousand (\$150,000.00) dollars covering the payment for labour, material or both.

## **SECTION 10 INDEMNITY**

**10.1 Ministry not liable.** In no event shall the Ministry be liable for:

- a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents or Consultants, arising out of or in any way related to this Agreement or the Project; nor
- b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or Consultants arising out of or in any way related to this Agreement or the Project.

**10.2 Recipient to indemnify.** The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

**10.3 Further Indemnity.** The Recipient further agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent

act of the Recipient, a third party, their respective employees, officers, servants or agents.

## SECTION 11 TRANSFER AND OPERATION OF INFRASTRUCTURE

**11.1 *Transfer of ownership.*** Unless otherwise agreed to by the Senior Government, the Recipient will retain title to, and ownership of, the Infrastructure resulting from the Project for at least ten (10) years after Project completion.

**11.2 *Repayment.*** In the event that at any time within ten (10) years from the date of completion of the Project, the Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with the Financial Assistance contributed under the terms of this Agreement, other than to Canada, Ontario, a Local Government, or a Crown corporation of Ontario that is the latter's agent for the purpose of implementing this Agreement, the Recipient hereby undertakes to repay the Senior Government, on demand, a proportionate amount of the Financial Assistance, as follows:

Where asset is sold, leased, encumbered or disposed of:	Return of contribution (in current dollars)
Within 2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
Between 5 and 10 Years after Project completion	10%

**11.3 *Notice.*** At any time during the ten (10) years following the date of completion of the Project, the Recipient agrees to notify the Ministry in writing of any transaction triggering the above-mentioned repayment, at least one hundred eighty (180) days in advance.

**11.4 *Deduction from Financial Assistance.*** The Ministry may deduct the amount of Financial Assistance to be repaid under Section 11.2 of Schedule "A" (Definitions and Interpretation) of this Agreement from Financial Assistance payable on any other project(s) of the Recipient under the COMRIF Initiative or any other provincial program(s) (either current or future).

**11.5 *Infrastructure Operation.*** The Infrastructure established with the Financial Assistance from the Ministry shall be used, maintained and operated for a period of at least one half of the expected useful life of the asset after the completion of the Project as set out in Schedule "H" (Additional Provisions). Any contravention of this provision shall give the Ministry the right to Adjust the Financial Assistance.

## SECTION 12 CONFLICT OF INTEREST AND CONFIDENTIALITY

**12.1 *No conflict of interest.*** The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not

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 in the sole opinion of the Ministry) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Her Majesty the Queen in right of Ontario that is relevant to the Project or otherwise where the Ministry has not expressly authorized such use in writing. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in an organization that is carrying out work related to the Project.

- 12.2 *Disclose potential conflict of interest.*** The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 12.3 *Freedom of Information and Protection of Privacy Act.*** The Recipient acknowledges that the Ministry is bound by the provisions of the Act.

### **SECTION 13 COMMUNICATION AND RECOGNITION**

- 13.1 *Licensed Marks.*** The Recipient acknowledges that Her Majesty the Queen in right of Canada and Ontario is, will be or may be the owner of certain distinguishing marks comprised of designs, trademarks and official marks which have come or will come to be associated with COMRIF (all such current and future marks, being the "Licensed Marks").
- 13.2 *Acknowledgement in advertising and publicity.*** The Recipient agrees to acknowledge the Financial Assistance of the Senior Government to the Project in all advertising and publicity relating to the Project and in any construction signs and in any temporary or permanent tributes to Project donors by adhering to the Communications Requirements.
- 13.3 *Use of Licensed Marks.*** In consideration of receiving the Financial Assistance, the Recipient agrees to use the Licensed Marks as follows:
- a) the Recipient agrees to strictly use the Licensed Marks only as prescribed by the Communications Requirements set out in Schedule "I" (Communications Requirements) of this Agreement and not to use any other mark or trademark in combination with any of the Licensed Marks without the prior written approval of the COMRIF Management Committee. The Recipient agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks.
  - b) the Recipient agrees to submit to the COMRIF Joint Secretariat copies of any advertisements or promotional materials containing the Licensed Marks for approval prior to any use thereof and to remove therefrom either any reference to the Licensed Marks or any element that the COMRIF Joint Secretariat may from time to time upon reasonable notice designate;

- c) the Recipient agrees that it will not state or imply, directly or indirectly, that the Recipient or the Recipient's activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by the COMRIF Joint Secretariat and upon the direction of the COMRIF Joint Secretariat express disclaimers to that effect; and
- d) the Recipient agrees to promptly inform the COMRIF Joint Secretariat of any suspected infringement of any Licensed Marks by a third party.

**13.4 Cease using Licensed Marks.** Whether or not the Recipient is in breach of this Agreement, forthwith upon any receipt by the Recipient of a written direction from the COMRIF Joint Secretariat, the Recipient shall cease using the Licensed Marks, and without limiting the generality of the foregoing, will remove all signage and remove from circulation any use or reference to the Licensed Marks.

**13.5 Indemnity.** The Recipient hereby indemnifies the Government of Ontario against any and all claims for death, illness, personal injury, property damage, improper business practices, or loss of any kind where such claims are in whole or in part premised upon the Recipient's use of the Licensed Marks.

#### **SECTION 14 COVENANTS, REPRESENTATIONS AND WARRANTIES**

**14.1 Covenants, representations and warranties.** The Recipient covenants, represents and warrants to the Ministry that:

- a) it is conducting and shall conduct its business in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders and approvals;
- b) it has the authority and any necessary approval to enter into this Agreement and to carry out its terms and conditions;
- c) it has or will apply for all permits, approvals and licenses which are required in order to carry out the Project, including all permits, approvals and licenses required under the Environmental Laws;
- d) its validity exists as a legal entity with full power to perform and observe all of the terms and conditions of this Agreement;
- e) where applicable, it has passed by-laws required to undertake the Project;
- f) it is now and will continue to be compliant with all Environmental Laws;
- g) it owns or has a long-term lease (inclusive of renewals) for the lands on which the Infrastructure is or will be located that expires no earlier than ten (10) years following Project completion;

- h) provided that the Recipient is not a municipality or a Crown Agency,
  - (i) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada),
  - (ii) is either a corporation, a partnership or a sole proprietorship validly in existence, and
  - (iii) is registered and qualified to do business wherever necessary to carry out the Project;
- i) it has the experience, financial health and ability to carry out this Project;
- j) if the Recipient is a Local Government or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- k) other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any funds received from Her Majesty the Queen in Right of Ontario or a Crown Agency towards any aspect of the Project. Notwithstanding the foregoing, the Recipient may use funds received from the Northern Ontario Heritage Fund for the purposes of carrying out the Project; and
- l) all information provided during the COMRIF Initiative application process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, the Project, Project Budget and Project Schedule are as set out herein.

**14.2 Representations and warranties true condition precedent for payment.** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

## SECTION 15 DEFAULT, ENFORCEMENT AND TERMINATION

**15.1 Event of Default.** Each and every one of the following events is an "Event of Default":

- a) if in the opinion of the Ministry, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the Ministry any representation or warranty made by the Recipient in this Agreement or any certificate delivered to the Ministry pursuant to this Agreement is materially untrue in any respect;

- c) if an order is made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
- d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of the Ministry;
- e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to bankrupts or insolvent debtors;
- f) if in the opinion a material adverse change occurs such that the viability of the Recipient as a going concern is threatened;
- g) if in the opinion of the Ministry the Recipient ceases to operate;
- h) if, in the opinion of the Ministry, the Recipient has failed to proceed diligently with the Project or abandons the Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of the Ministry, are beyond the control of the Recipient;
- i) if the Recipient has submitted false or misleading information to the Ministry; or
- j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents and volunteers has breached the requirements of Section 12 of Schedule "A" (Definitions and Interpretation) of this Agreement.

**15.2 Waiver.** The Ministry may, at any time, waive any Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from the Ministry.

**15.3 Remedies on default.** Notwithstanding any other rights which the Ministry may have under this Agreement, if an Event of Default has occurred, the Ministry shall have the following remedies provided only that in the case of an Event of Default which, in the opinion of the Ministry in its sole discretion, is curable, the Ministry has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within thirty (30) days or such period of time as the Ministry may consent to in writing:

- a) the Ministry shall have no further obligations to provide any Financial Assistance for the Project;

- b) the Ministry may, at its option, terminate this Agreement and may, in its sole discretion, Adjust the Financial Assistance. The total amount of Financial Assistance shall be immediately due and payable by the Recipient and bear interest at the then-current interest rate charged by the Government of Ontario on accounts receivable; and
- c) the Ministry may avail itself of any of its legal remedies that it may deem appropriate.

**15.4 Additional remedies.** In addition to the remedies described in Section 15.3 of Schedule "A" (Definitions and Interpretation) of this Agreement, the Ministry may commence such legal action or proceedings as it, in its sole discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.

**15.5 Termination without cause.** Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of seven (7) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed and Eligible Costs already incurred and paid at the time of such termination provided that the Recipient provides a report to the Ministry that meets the requirements of a Progress Report. Such report must be received by the Ministry within three (3) months of notice of termination being given to the Recipient pursuant to this Section.

## SECTION 16 NOTICE

**16.1 Notice.** Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy, email or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "H" (Additional Provisions) of this Agreement or to such other person, address, facsimile number, telecopy number or email address as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile, email or other electronic means of communication, if made or given at a time when it would be received by the recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any



demand, notice or communication mailed by registered mail shall be deemed to have been received on the third Business Day following the day on which it was mailed.

- 16.2 Representatives.** The individuals identified pursuant to Section 16.1 of Schedule "A" (Definitions and Interpretation) of this Agreement will, in the first instance, act as the Ministry's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

## **SECTION 17 MISCELLANEOUS**

- 17.1 Terms binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents and the Consultant shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in all of its Contract(s) terms and conditions similar to and not less favourable to the Ministry than the terms and conditions of this Agreement to the extent that they are applicable to the work subcontracted, including but not limited to the requirements of Section 7.4 of Schedule "A" (Definitions and Interpretation) of this Agreement.
- 17.2 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. The Ministry shall not be liable for any liquidated damages as a result of working days extensions.
- 17.3 Successors and assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 17.4 Severability.** The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.
- 17.5 No waiver.** The failure by the Ministry to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Ministry's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 17.6 Division of Agreement.** The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7 Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 17.8 Survival.** The following schedules, sections and provisions of this Agreement shall survive the expiration or early termination hereof: Section 4 (Financial Assistance),

Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment), Section 10 (Indemnity), Section 11 (Transfer and Operation of Infrastructure), Section 12 (Conflict of Interest and Confidentiality), Section 13 (Communications and Recognition), Section 14 (Covenants, Representations and Warranties), Section 15 (Default, Enforcement and Termination), Section 5.8 (Long-term capital management plan) and Section 17.11 (Interest) of Schedule "A" (Definitions and Interpretation); Schedule "G" (Federal Requirements); Schedule "H" (Additional Provisions); and Schedule "I" (Communications Requirements – as it relates to the Recipient's obligation to maintain a permanent plaque in cases where it is necessary to install a permanent plaque).

**17.9 No assignment.** This Agreement shall not be assigned by the Recipient. The Ministry may assign this Agreement on written notice to the Recipient.

**17.10 No amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Ministry and the Recipient.

**17.11 Interest.** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.

**17.12 Ministry and Recipient Independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Ministry for any purpose whatsoever.

**17.13 Recipient cannot represent the Senior Government.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Ministry and/or the Federal Government. The Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Ministry and/or the Federal Government, to act as an agent of the Ministry and/or the Federal Government, or to bind the Ministry and/or the Federal Government in any manner whatsoever other than as specifically provided in this Agreement.

**17.14 Consultants.** The Ministry acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Ministry acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

- 17.15 Cooperation.** The Ministry and the Recipient agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavour to facilitate the implementation of this Agreement.
- 17.16 Data.** The Recipient agrees that the Ministry may, in its sole discretion, gather and compile data required under this Agreement and disclose such data to the Federal Government.
- 17.17 Priority.** Where there is a conflict between one or more of the schedules of this Agreement, the following order of priority shall apply: Schedule "A" (General Terms and Conditions), Schedule "C" (Eligible Costs), Schedule "B" (Description of the Project) and all other schedules.
- 17.18 Joint authorship of Agreement.** The Parties shall be considered joint authors of this Agreement and no provisions shall be interpreted against one Party by the other Party because of authorship.

– End of General Terms and Conditions –

**SCHEDULE "B"**  
**DESCRIPTION OF THE PROJECT**

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This Schedule referentially incorporates the Schedule "B" (Description of the Project) from the P-Agreement as it read immediately before this Agreement comes into effect.

**SCHEDULE "C"**  
**ELIGIBLE COSTS**

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**C.1 ELIGIBLE COSTS**

C.1.1 Eligible Costs are all direct costs that, in the opinion of the Ministry, are:

- a) Properly and reasonably incurred by the Recipient and no other person; and
- b) Paid under a Contract for goods or services necessary for the implementation of the Project.

C.1.2 Eligible Costs may only include:

- a) Costs incurred after November 15, 2004 (in respect of a non-OSTAR carry-over Project) **OR** Costs incurred after May 6, 2004 (in respect of an OSTAR carry-over Project), and no later than March 31, 2011, as the case may be;
- b) The capital costs of acquiring, constructing or renovating a fixed capital asset;
- a) The costs incurred for professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing, or construction of the Project Infrastructure asset and related facilities and structures;
- b) The costs of environmental assessments, consisting of the engineering costs directly related to implementing the preferred solution selected under the environmental assessment process, required to undertake the Project Infrastructure, and follow-up investigations, as required by the *Canadian Environmental Assessment Act* and the *Environmental Assessment Act (Ontario)*;
- c) The costs of any public announcement and official ceremony, or of any temporary or permanent signage, as set out in this Agreement;
- d) The costs of bridge inspection reports incurred after November 15, 2004, that are completed in respect of the Project in accordance with the Ontario Structure Inspection Manual; and
- e) Other costs that are direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Ministry.

C.1.3 The cost of the Recipient's employees or equipment may be included in its Eligible Costs if:

- a) The Recipient is a rural or isolated Local Government;

- b) The Recipient satisfies the Ministry that it is not economically feasible to tender a Contract;
- c) Employees or equipment are employed directly in respect of the work that would have been the subject of the Contract; and
- d) Approved in advance and in writing by the Ministry.

## **C.2 INELIGIBLE COSTS**

C.2.1. Notwithstanding any other provision in this Schedule other than C.1.3, costs related to the following are not eligible:

- a) Costs incurred before November 15, 2004 (in respect of a non-OSTAR carry-over Project) **OR** Costs incurred before May 6, 2004 (in respect of an OSTAR carry-over Project), and costs incurred after March 31, 2011 as the case may be;
- b) Services or works that, in the opinion of the Ministry, are normally provided by the Recipient or a related party;
- c) Salaries and other employment benefits of any employees of the Recipient;
- d) Overhead costs, direct or indirect operating or administrative costs and, more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- e) Costs of feasibility and planning studies;
- f) Taxes for which the Recipient or a Third Party is eligible for a tax rebate, and all other costs eligible for rebates;
- g) Costs of land or any interest therein, and related costs;
- f) Financing charges and interest costs;
- g) Cost of leasing of equipment by the Recipient;
- h) Costs related to an increase in the need for services attributable to new residential development;
- k) Legal fees; and
- l) Routine repair and maintenance costs.

**SCHEDULE "D"  
BUDGET**

---

This Schedule referentially incorporates the Schedule "D" (Budget) from the P-Agreement as it read immediately before this Agreement comes into effect.

**SCHEDULE "E"**  
**PROJECT SCHEDULE (MILESTONES)**

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This Schedule referentially incorporates the Schedule "E" (Project Schedule (Milestones)) from the P-Agreement as it read immediately before this Agreement comes into effect.



**SCHEDULE "F"**  
**FINANCIAL ASSISTANCE**

---

This Schedule referentially incorporates the Schedule "F" (Financial Assistance) from the P-Agreement as it read immediately before this Agreement comes into effect.

**SCHEDULE "G"**  
**FEDERAL REQUIREMENTS**

---

The Ministry and the Recipient agree to the following Federal Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by the Ministry is dependent on the Ministry receiving funds for the Project from the Federal Government. Should the Ministry not receive the funds it expects to receive in relation to the Project from the Federal Government, the Ministry may, in its sole discretion, Adjust the Financial Assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of Financial Assistance already paid to the Recipient).
2. The Recipient represents and warrants to the Federal Government that other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any other funding received from the Federal Government towards any aspect of the Project.
3. The Recipient agrees to indemnify and hold harmless the Federal Government, its directors, officers, servants, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which the Federal Government, its directors, officers, servants, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.
4. The Recipient further agrees to indemnify and hold the Federal Government, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Federal Government, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
5. The Recipient acknowledges that the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and regulations thereunder bind Her Majesty the Queen in right of Canada.
6. The Recipient acknowledges that the Federal Government is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to COMRIF (the "Federal Licensed Marks") and the Recipient is subject to the requirements of

Section 13 (Communication and Recognition) of this Agreement, with appropriate changes, in relation to the Federal Licensed Marks.

7. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
8. Notwithstanding any provisions of this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act* (Canada).
9. All of the provisions of this Schedule "G" (Federal Requirements) of this Agreement shall survive the expiration or early termination of this Agreement.
10. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental Assessment Act" and any Project-specific environmental mitigation measures as communicated to the Recipient by the Federal Government.
11. The Recipient acknowledges and agrees that the Federal Government may, in its sole discretion, exercise the Ministry's right to monitor the Project, perform audits and/or gather data pursuant to the terms and conditions of this Agreement.

**SCHEDULE "H"**  
**ADDITIONAL PROVISIONS**

---

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A" (General Terms and Conditions) of this Agreement hereto, notice can be given at the following addresses:

(a) If to the Ministry:

Ministry of Agriculture, Food and Rural Affairs  
1 Stone Road West, 4<sup>th</sup> Floor  
Geulph, ON  
N1G 4Y2

Phone: 1-866-306-7827  
Fax: (519) 826-4336

(b) If to the Recipient:

City of North Bay  
P.O. Box 360  
200 McIntyre Street E.  
North Bay, ON, ON P1B 8H8

2. Other provisions:
3. Other Reporting Requirements: [e.g. bridge requirements]
4. Useful Life of Project Infrastructure: [i.e. no. of years]

## **SCHEDULE "I"**

### **COMMUNICATIONS REQUIREMENTS**

---

Unless specified otherwise in Schedule "G" (Federal Requirements) of this Agreement, for the purposes of this Schedule "I" (Communications Requirements) of this Agreement, the Recipient shall follow these communications requirements.

#### **Purpose of Schedule**

This Schedule describes the Recipient's responsibilities and financial obligations involved in the joint communications activities and products for the Project to recognize the contributions of the Senior Government and the Recipient.

#### **General Principles**

The Recipient will work with COMRIF officials and other partners to undertake communication activities ensuring equal recognition of all parties making a significant financial contribution to the Project.

All ceremonies, events, signs and plaques will follow these Communications Requirements and any other requirements that may be specified by COMRIF Joint Secretariat from time to time.

All parties making a significant financial contribution to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into announcements, ceremonies, signs and plaques unless the COMRIF Joint Secretariat provides otherwise.

All announcements and ceremonies will be organized jointly with equal participation from all parties making a significant financial contribution to the Project.

Both official languages will be used for public information, signs and plaques in accordance with Canada's language standards for Projects.

#### **Signs and Plaques**

The Recipient must comply with the COMRIF style guide when designing all signs and plaques as set out below:

- COMRIF style guide and digital templates are available from the COMRIF website at [www.comrif.ca](http://www.comrif.ca). For more information, please contact the COMRIF Joint Secretariat at 1-866-306-7827.

The Recipient will ensure that proofs of all Project signs and plaques are reviewed by the COMRIF Joint Secretariat before installation.

## **Responsibilities**

The Recipient is responsible for producing and erecting Project signs to communicate the nature of the Project and the involvement of the Senior Government and the Recipient. Project signage will be erected at all sites, facilities, etc. where the Financial Assistance is being used, as negotiated with the COMRIF Joint Secretariat.

The Recipient shall erect signs and install plaques as directed by this Schedule. The relevant standards and procedures are outlined in the following paragraphs.

### **External Project Signs (Temporary)**

- External Project Signs (at least 120cm high x 240cm wide / four feet high by eight feet wide) are required where the Maximum Financial Assistance exceeds \$100,000, the Project is underway and where the duration of the Project is longer than three months. Larger signs (240cm high by 480cm wide / eight feet high or sixteen feet wide) are required where the Maximum Financial Assistance exceeds \$1,000,000, where the Project is under way and where the duration of the Project is longer than six months.
- External Project signs will follow the approved design and guidelines outlined in the COMRIF style guide. These guidelines provide specifications such as the required positioning of government logos and those of its public and/or private sector partners, as appropriate.
- Both official languages will be used for public information, signs and plaques when required by Canada's language standards for Projects.
- The Recipient will submit proofs via e-mail or fax of the external Project signs to the COMRIF Joint Secretariat for approval.
- The Recipient will oversee the manufacture of the sign and ensure that the selected location of the sign does not restrict access, pose any hazard or interfere with facilities and services (e.g. electrical systems, drainage, etc.).
- The Recipient will ensure that the Project signs are erected in prominent locations at the Project site as soon as possible after the execution of this Agreement and no later than 10 days after the start of construction. Erected signs should be maintained for up to 30 days following Project completion. The Recipient will arrange for sign removal and re-cycling following the 30-day period.
- Signs should be freestanding, securely assembled and erected, away from other distracting signs. No other sign, including those of design and/or engineering firms and/or contractors involved with the Project, should be attached to the Project sign.
- The Recipient is responsible for sending to the COMRIF Joint Secretariat, within 30 days of receipt of the COMRIF approval of design proofs, a photograph (digital or otherwise) that portrays the erected sign in relation to the Project.
- Where the Maximum Financial Assistance does not exceed \$100,000, the Recipient may, at its option, install a sign (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

## Plaques (Permanent)

- Upon completion of a Project where the Maximum Financial Assistance exceeds \$500,000, the Recipient will install a permanent plaque using acrylic, photo sublimation, cast aluminium or cast bronze. If the Maximum Financial Assistance exceeds \$1,000,000, the Recipient will install a permanent plaque using cast aluminium or cast bronze.
- Permanent plaques may follow the design outlined in the COMRIF style guide or use a style suited to the building, provided all governments and partner logos are included.
- Costs for plaques will be part of the Project's Eligible Costs in accordance with this Schedule.
- The Recipient will submit proofs of the plaques to the COMRIF Joint Secretariat for approval.
- Both official languages will be used for public information, signs and plaques when required by Canada's language standards for Projects.
- Upon completion of a Project where the Maximum Financial Assistance does not exceed \$500,000, the Recipient may, at its option, install a permanent plaque (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

## Eligible Costs

### External Project Signs (Temporary)

**Small sign:** 120 cm high by 240 cm wide/4 feet by 8 feet

Installation – 1,000  
**TOTAL**     **\$2,250**

**Large sign:** 240 cm high x 480 cm wide/8 feet by 16 feet

Installation – 2,000  
**TOTAL**     **\$4,250**

### Plaques (Permanent)

**Plaque:** 71 cm high x 45.7 cm wide/28 inches high by 18 inches wide

Cast Bronze \$2,500 for one colour

Cast Aluminum \$2,000 for up to three colours

Engraved Acrylic \$1,500 for up to three colours

Embedded Acrylic \$400 for up to three colours

Photo Sublimation \$100 for up to three colours

## **Announcements and Ceremonies**

Senior Government, in cooperation with the Recipient, is responsible for organizing the Project approval announcement. Milestone events, such as ground-breakings and ribbon-cuttings, will be organized by the Recipient, in cooperation with the Senior Government. All governments must be equally represented at all events.

When asked by elected representatives or designated officials from the Senior Government, the Recipient will coordinate a mutually agreeable venue, date and time for the event in light of the availability of participants from all levels of government. The Senior Government will consider announcing Projects by news release only when scheduling conflicts prevent announcing Project approval through a local event within 45 days of final approval by the Senior Government.

The Recipient may invite other elected officials and members of council. The Recipient should also invite local interested parties, such as contractors, architects, labour groups, and community leaders as early as possible, and in consultation with the Senior Government, prior to the event.

After the participants, date and location have been determined, the Recipient should send out invitations to all guests.

Where appropriate, the Recipient should invite the general public by posting notices in public areas, such as post office and libraries or by placing public service announcements in the local media.

All written communications (invitations, public service announcements, posters, etc.) must indicate that the Project received Financial Assistance from the Governments of Canada and Ontario under COMRIF.

The Recipient could arrange for light refreshments to be served after the event, for example coffee, tea, juice, donuts and muffins.

The Recipient will have an opportunity to provide input into the agenda, news release, etc. and will receive final copies.

To ensure the COMRIF visual identity is visible at all events, a COMRIF backdrop and/or lectern sign will be provided to the Recipient for the event. Federal, provincial and municipal flags should also be on display at all COMRIF events.

## **Responsibilities**

The Recipient will:

- make all local arrangements (e.g., podium, flags as appropriate, seating for speakers, shovels for ground-breaking ceremonies or ribbon for opening ceremonies, etc.) if required;
- produce invitation and guest list and distribute invitations;
- display Project material;



- choose a Master of Ceremonies, if required;
- arrange for refreshments if desired; and,
- arrange for a public address system if appropriate.

### **Eligible Costs**

A portion of a recommended event (sod turning, plaque unveiling, ribbon-cutting, official opening) will be funded in accordance with this Agreement. In order for a cost to be considered an Eligible Cost for the purposes of this Schedule, COMRIF Joint Secretariat must pre-approve the budget related to the event. No more than \$750 of Eligible Costs will be considered.

Only costs associated with events recommended by the Senior Government will be considered Eligible Costs.

The Project may be of such regional or provincial significance that it warrants a major event (such determination to be made by the COMRIF Joint Secretariat, in its sole discretion). If this is the case, specific Project budgets above \$750 in Eligible Costs may be permitted with the prior approval of the COMRIF Management Committee.

For the purposes of announcements and ceremonies, Eligible Costs include the following:

- Printing and mailing invitations
- Refreshments\*
- Draping for plaque unveiling
- Project material for display and/or media kit
- Temporary signage
- Rentals such as:
  - flagpoles
  - stage
  - chairs
  - podium
  - PA system

\*Only light refreshments such as coffee, tea, juice, donuts, muffins will be considered Eligible Costs.

The cost of certain items such as alcoholic beverages, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

**Schedule "J" - Cash Flow Report**

**Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF)**

DATE:	
MUNICIPALITY:	
PROJECT NO:	
CONTACT NAME:	
CONTACT PHONE:	
CONTACT EMAIL:	

<b>ACTUALS</b>	
Enter the actual costs incurred from project initiation up to December 31, 2010:	\$ -

PROJECTIONS	January - March	April - June	July - September	October - December
2011*				
			<b>Total Forecasted:</b>	\$ -

<b>Actual:</b>	\$ -
<b>Forecasted:</b>	\$ -
<b>Total</b>	\$ -

**NOTE:**

1. Please complete this expenditure report based on actual and projected expenditures. Costs are to be identified in the quarter that have been or will be incurred (rather than when they are to be paid)
2. Please only include Net Eligible Costs -- total eligible costs minus GST/HST rebate amounts.
3. Expenditure Forecast should not exceed total eligible costs as identified in Schedule F of the Contribution Agreement
4. This report is required on August 15th and February 15th of every year until the project is complete.
5. Information that is highlighted in green is formula driven and will auto-populate.

SCHEDULE "K"  
PROGRESS REPORT

Canada

 Ontario

Canada – Ontario Municipal Rural Infrastructure Fund (COMRIF)  
Fonds sur l'infrastructure municipale rurale Canada-Ontario

Progress Report  
Rapport sur l'état d'avancement des travaux

Report # / Rapport n° \_\_\_\_\_ of / de \_\_\_\_\_ File # / Dossier n° \_\_\_\_\_

Project Start Date / de début du projet : \_\_\_\_\_

Project End Date / Date de fin du projet : \_\_\_\_\_

Local Government Name / Nom de la municipalité : \_\_\_\_\_

Estimated % of Project Completion / Estimation du pourcentage des travaux réalisés : \_\_\_\_%

Detailed Description / Description détaillée :


Communications Requirements / Besoins en matière de communication :


Issues / Points à souligner :

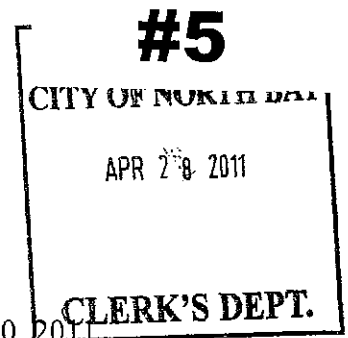

Signature / Signature: \_\_\_\_\_ Date / Date: \_\_\_\_\_



**SCHEDULE "M"  
FINAL REPORT**

<b>Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF) Final Project Report</b> <b>Rapport de projet final du Programme Fonds sur l'Infrastructure municipale rurale Canada-Ontario (FIMRFO)</b> <small>ONTARIO SMALL TOWN AND RURAL (OSTAR) DEVELOPMENT INFRASTRUCTURE INITIATIVE INITIATIVE DÉVELOPPEMENT DES COLLECTIVITÉS RURALES ET DES PETITES LOCALITÉS DE L'ONTARIO</small>																											
<b>Part 1 - Project Information / Partie 1 - Information sur le projet</b>																											
Municipality/Municipalité _____  File Number/Numéro de dossier _____  Project Name/Nom du projet _____  Eligible Project Cost/Cout admissible du projet \$ _____  Total Project Cost/Cout total du projet \$ _____	<b>Authorized Official / Responsable autorisé(e)</b> Name/Nom: _____ Date: _____  Title/Titre: _____  I certify that the named project has been completed in accordance with the provisions - J'atteste que le projet nommé a été terminé conformément à l'accord provincial-municipal et que, le cas échéant, toutes les mesures d'atténuation environnementales requises ont été adéquatement prises acceptables et que les recours et documents d'appel sont déposés et des Signature/Signature: _____																										
<b>Part 2 - Final Report Information / Partie 2 - Information du rapport final</b>																											
Breakdown of Project Costs (Categorized as per Schedule 2 of Application) / Répartition des coûts du projet (Categorized selon l'annexe 2 de la demande)																											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Preliminary Engineering / Conception préliminaire</td> <td style="width: 20%; text-align: center;">\$</td> </tr> <tr> <td>Engineering / Ingénierie</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Construction / Construction</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Project Management / Gestion de projet</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Surveys / Sondages</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Miscellaneous / Divers</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>P.S.T. / T.V.P.</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>G.S.T. / T.P.S.</td> <td style="text-align: center;">\$</td> </tr> </table>	Preliminary Engineering / Conception préliminaire	\$	Engineering / Ingénierie	\$	Construction / Construction	\$	Project Management / Gestion de projet	\$	Surveys / Sondages	\$	Miscellaneous / Divers	\$	P.S.T. / T.V.P.	\$	G.S.T. / T.P.S.	\$	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">GROSS PROJECT TOTAL / PROJET BRUT TOTAL</td> <td style="width: 20%; text-align: center;">\$</td> </tr> <tr> <td>Less G.S.T. Rebate / Moins rattrapement de la T.P.S.</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>NET PROJECT TOTAL / PROJET NET TOTAL</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Project Start Date / Date du début du projet</td> <td>_____</td> </tr> <tr> <td>Project Completion Date / Date de la fin du projet</td> <td>_____</td> </tr> </table>	GROSS PROJECT TOTAL / PROJET BRUT TOTAL	\$	Less G.S.T. Rebate / Moins rattrapement de la T.P.S.	\$	NET PROJECT TOTAL / PROJET NET TOTAL	\$	Project Start Date / Date du début du projet	_____	Project Completion Date / Date de la fin du projet	_____
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Project Start Date / Date du début du projet	_____																										
Project Completion Date / Date de la fin du projet	_____																										
<small>continued on the reverse side - suite à l'annexe 2 de l'annexe 2 de la demande</small>																											

**CITY OF NORTH BAY  
REPORT TO COUNCIL**



Report No: CORP 2011-77

April 20, 2011

Originator: Jim Manning / Laura Boissonneault

Subject: Tender 2011-19 Maintenance Garage Building Extension

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**RECOMMENDATION:**

That North Bay City Council approve the award of a contract to Monteith Building Group Ltd., in the amount of \$484,137.00 (HST incl.), for the design and construction of the building extension of the Public Works Maintenance Garage.

---

**BACKGROUND:**

The sale of the Widdifield Garage resulted in the need of space to replace what is required for the Traffic Department and to centralize Public Works activities in one location.

The tender was advertised publicly and the Purchasing Manager distributed seven (7) tender packages directly to firms. Tenders closed on April 6, 2011. Five (5) responsive tenders were received. One (1) tender was deemed non-responsive due to an insufficient Bid Bond. The Purchasing Manager and the Managing Director of Public Works evaluated the tenders. The results are as follows:

<u>Firm</u>	<u>Price</u>
Monteith Building Group	\$484,137.00
Descon	\$488,771.41
Kenalex	\$547,485.00
Venasse Construction	\$553,700.00
Bertram Construction	\$647,603.00
MX Constructors	\$452,000.00 – Bid non-responsive, insufficient Bid Bond

The price is considered fair and reasonable.

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**ANALYSIS / OPTIONS:**

**Option #1**

Award the contract to the lowest responsive bidder in accordance with The City of North Bay Purchasing Policy.

**Option #2**

Do not award the contract. This option is not recommended. If the building is not constructed then alternative off-site space and storage would be necessary. The result would be delays and additional costs to provide service.

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**RECOMMENDED OPTION/FINANCIAL IMPACTS:**

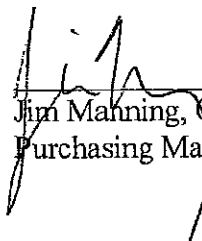
Option #1 is recommended as follows:

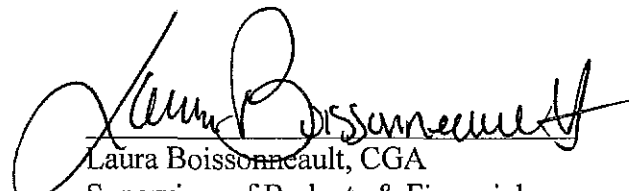
That North Bay City Council approve a contract be awarded to Monteith Building Group Ltd., in the amount of \$484,137.00 (HST incl.), for the design and construction of the building extension of the Public Works Maintenance Garage.

An amount totaling \$500,000 has been budgeted in the 2010 and 2011 Engineering, Environmental and Works Capital Budgets, Line No. 37(2010) and Line No. 9 (2011), Project No. 3007RD, approved with By-laws 2011-03 and 2011-100.


---

Respectfully submitted,


  
\_\_\_\_\_  
Jim Manning, CPPB  
Purchasing Manager

  
\_\_\_\_\_  
Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting

We concur in this report and recommendation.

  
\_\_\_\_\_  
Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer


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

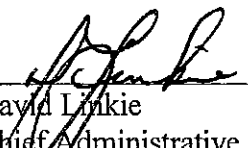
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Michael Burke  
Managing Director of Corporate  
Services

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David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Managing Director of Engineering

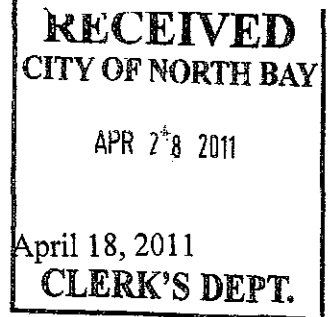
Attachments: Tenders

Finserv/Purch/rec/pwbuilding



**#6**

**CITY OF NORTH BAY  
REPORT TO COUNCIL**



Report No: CORP 2011-71

Originator: Jim Manning / Laura Boissonneault

Subject: Tender No. 2011-21 Landscaping Services

---

**RECOMMENDATION:**

That North Bay City Council approve the award of a contract to 2252466 Ontario Inc, o/a The Grounds Guys for an estimated amount of \$64,775.00 (HST extra), for Landscaping Services. The service shall be performed on an as and when requested basis to October 31, 2012, with the provision of a one year option if mutually agreeable to both parties.

---

**BACKGROUND:**

The work involves the supply and placement of sod, application of hydroseeding and the replacement only of paving stones on an as and when requested basis.

The tender was based on estimates of the quantity of material required and the current unit costs. The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed twelve (12) tender packages. Six (6) responsive tenders were received and evaluated by the Manager of Roads and Traffic and the Purchasing Manager. The results are as follows:

Grounds Guys	\$ 64,775.00
2212880	\$ 123,108.00
2071624 On Inc	\$ 126,700.00
Green Acre Contracting	\$ 143,500.00
Dominion Construction	\$ 257,768.00
Aultman Rental	\$ 987,490.00

The price is considered fair and reasonable.

---

**ANALYSIS / OPTIONS:**

1. Low bidder meets the specification and is recommended for award.
  2. Do not award a contract and purchase the services in small quantities when needed. This option is not recommended as we would pay a premium for the work requested.
-

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**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

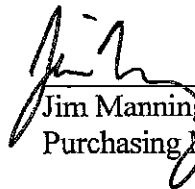
Option 1 is recommended as follows:


That North Bay City Council approve the award of a contract to 2252466 Ontario Inc, o/a The Grounds Guys for an estimated amount of \$64,775.00 (HST extra), for Landscaping Services. The service shall be performed on an as and when requested basis to October 31, 2012, with the provision of a one year option if mutually agreeable to both parties.

An amount of \$123,000 has been included in the 2011 Public Works and Services Operating Budget for the above referenced tender. The quantities to be ordered will be adjusted to work within the budget allocation. Payment will be made only for the amount of work requested and delivered.

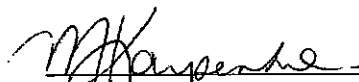
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Respectfully submitted,


  
\_\_\_\_\_  
Jim Manning, CPPB  
Purchasing Manager

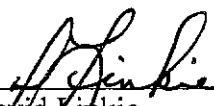
  
\_\_\_\_\_  
Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting

We concur in this report and recommendation.

  
\_\_\_\_\_  
Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer

  
\_\_\_\_\_  
Michael Burke  
Managing Director of Corporate  
Services

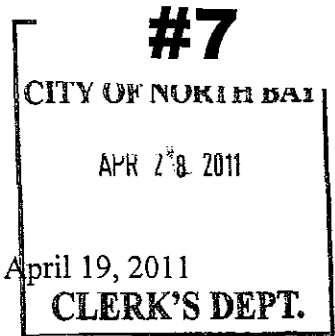
*For*   
\_\_\_\_\_  
Alan Korell, P. Eng, MCIP  
Managing Director of Engineering,  
Environmental & Public Works

  
\_\_\_\_\_  
David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Manager of Roads and Traffic

Attachments: Tenders

CITY OF NORTH BAY  
REPORT TO COUNCIL



Report No: CORP 2011- 72

Originator: Jim Manning / Laura Boissonneault

Subject: Tender 2011- 26 Crushing of Reclaimed Pavement

---

**RECOMMENDATION:**

That North Bay City Council approve a contract to Camrock Crushing in the estimated amount of \$170,000.00 (HST extra) to crush an estimated amount of 50,000 tonnes of reclaimed asphalt pavement.

---

**BACKGROUND:**

The bidders were asked to price according to estimated quantities supplied by the Manager of Roads and Traffic. The tender was publicly advertised; the Purchasing Manager issued ten (10) tender packages. Tenders closed on April 13, 2011 and were evaluated by the Purchasing Manager and the Manager of Roads and Traffic. Nine (9) responsive quotations were received. The results are as follows:

<u>Firm</u>	<u>Price</u>
Camrock Crushing	\$170,000
Tek Northern	\$181,950
Cannington Group	\$182,500
Miller Paving	\$185,000
Westone Aggregates	\$211,000
Alvin Caldwell Sand Gravel	\$212,500
Eastview Development	\$262,500
Bruman Construction	\$275,000
Pioneer Construction	\$320,500

The price is considered fair and reasonable. The City will only pay for work requested and delivered.

---

**ANALYSIS / OPTIONS:**

1. Award the quotation to the low bidder in accordance with the Purchasing By-Law.
  2. Do not crush any material. This option is not recommended, as it is required for paving.
-

---

**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

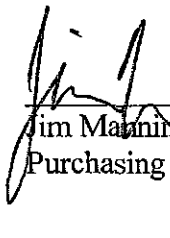
Option #1 is recommended as follows:

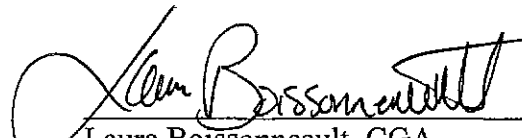
That North Bay City Council approve a contract to Camrock Crushing in the estimated amount of \$170,000.00 (HST extra) to crush an estimated amount of 50,000 tonnes of reclaimed asphalt pavement.

The crushing will be charged to the 2011 Engineering, Environmental & Works Capital Budget, Line No. 64, Project No. 6008RD, approved in the amount of \$715,000 with By-law No. 2011-39, dated March 7, 2011.

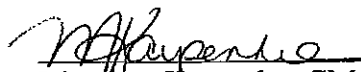
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Respectfully submitted,


  
\_\_\_\_\_  
Jim Manning, CPPB  
Purchasing Manager

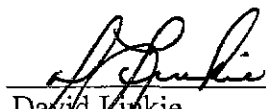
  
\_\_\_\_\_  
Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting

We concur in this report and recommendation.

  
\_\_\_\_\_  
Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer

  
\_\_\_\_\_  
Michael Burke  
Managing Director of Corporate  
Services

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

  
\_\_\_\_\_  
David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Manager of Roads and Traffic

Attachments: Tenders

Report to Council

Report No: CSBU 2011 - 54

Date: April 27, 2011

Originator: Beverley Hillier, Manager, Planning Services  
Alan Korell, Managing Director, City Engineer

Subject: Condominium Final Approval / Agreement - Turret Construction & Housing Co. Inc.

File No: City File #48CDM-07101

---

**RECOMMENDATIONS**

1. That the Mayor and City Clerk be authorized to sign Phase 2 of the Turret Condominium Agreement by Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. for the approval of a 67 unit condominium on Madelena Drive and Lake Heights Road in the City of North Bay - City File No. 48CDM-07101;
2. That the Mayor and City Clerk be authorized to sign Phase 3 of the Turret Condominium Agreement by Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. for the approval of a 26 unit condominium on Sylvan Crescent in the City of North Bay - City File No. 48CDM-07101;
3. That the Mayor and City Clerk be authorized to sign Phase 4 of the Turret Condominium Agreement by Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. for the approval of a 69 unit condominium on Sylvan Crescent; and
4. That the Mayor, City Clerk and Manager of Planning Services be authorized to sign the Final Plans of Condominium subject to receipt of all Easement and Condominium Agreement requirements.

---

**BACKGROUND**

A Draft Plan of Condominium, with accompanying conditions, was given Approval by City Council on August 20<sup>th</sup>, 2007 by Council Resolution No. 2007-571. Phase 1 of the Turret Condominium was given Final Approval by Council Resolution No. 2010-360 on May 17, 2010. Phase 1 consists of 99 units fronting on Madelena Drive and Lake Heights Road. The entire Draft Approved Turret Condominium Complex represents 366 units in the Birchwood Village area of the City of North Bay, fronting on Lake Heights Road, Melina Close, Sylvan Crescent and Madelena Drive. The owner is seeking Final Approval for Phases 2, 3 and 4 shown on Schedules A, B and C respectively which represents a total of 162 units.

Turret Construction and Housing established in North Bay in the early 1960's in response to a request by the Department of National Defence to provide off base housing at a time when the influx of military personnel could not be supported by the existing housing supply. The style and management plan made the houses affordable for the military families. Turret has owned and maintained 366 rental housing units in Birchwood Village since and has owned approximately 106 rental units in the Norman Avenue area as well.

Subsequent to the completion of the lease with the Department of National Defence, Turret Construction and Housing developed a phased implementation plan in conjunction with the City of North Bay that allowed the sale of the housing units to the general public that were located in the Norman Avenue area. This phased effort was spaced over three years and was done in respect to the potential impact of the housing market in North Bay for singles and semis in this market range. Turret recognized the importance of phasing the sales in concert with market demands to avoid creating a saturated housing market and at the same time providing much needed entry level affordable housing. This philosophy remains the same with the management of the remaining units in Birchwood Village.

The 2010 average house sale price, according to data from the North Bay Real Estate Board as of December 2010, was \$217,659.00. It is not the intention of the owners to sell these units, however, once the condominium conversion is completed; an opportunity to sell is available. In comparison to other similar styled buildings in the area these units can expect to be listed for less than \$100,000.00 on the open market. These sale prices are well within the affordable housing category and would satisfy an entry level market that is in demand.

Turret Construction and Housing has been in the real estate business in North Bay and other communities for a substantial period of time. They are aware of the market sensitivities and provide residential units that respond to the market conditions. These residential units, whether they are owned or rented, are offered at a rate that is dictated by market conditions. Turret has built a management plan based on this philosophy and is well aware of the subtle nuances that impact a healthy housing market.

In the eventuality that Turret decides to sell some units, the overwhelming indicator is market conditions. The success of any market is responding to a market that is controlled by demands and it is in the best interest of all parties that the sale of the units would be influenced by market conditions at the time of sale. Turret Housing would work closely with the real estate boards of North Bay and with the City of North Bay to responsibly release units to the general public avoiding any potential market saturation.

The Tenant Protection Act which came into effect in 1998, and further under Section 2 of the Condominium Act requires that through the conversion to Condominium ownership the existing tenants are offered first right of purchase of the unit. Under this legislation landlords are prohibited from evicting an existing tenant in order to give vacant possession to a prospective purchaser.

---

## **ANALYSIS**

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

Engineering & Environmental Services has advised that all municipal engineering considerations have been satisfied within the Condominium Agreements and on the Final Plans and accompanying Reference Plans, for easement purposes.

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

---

## OPTIONS

### Option 1:

The City of North Bay enter into the Condominium Agreements and grant Final Approval to Phases 2, 3 & 4 of the Turret Condominium. This will allow the developer to register the 162 unit Plans of Condominium as shown on Schedules 'A', 'B' and 'C' attached hereto. Once registered, the developer has the option of selling individual units to potential purchasers.

### Option 2:

Do not enter into the Condominium Agreements and do not grant Final Approval to Phases 2, 3 & 4 of the Turret Condominium.

---

## RECOMMENDED OPTION

Option 1 is the recommended option.

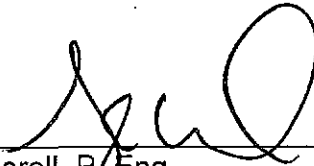
The Applicant has satisfied all conditions of Draft Approval and has prepared the necessary Condominium Agreements and Final Condominium Plans to the satisfaction of the Legal, Planning Services and Engineering and Environmental Services Departments. It is now appropriate to grant Final Approval to Phases 2, 3 & 4 of the Turret Condominium.

The conversion of these 162 units in three (3) phases represents a significant opportunity for the introduction of affordable home ownership in the North Bay market. At an average sale price of less than \$100,000 these units will be available at a mortgage rate that is less than a comparable rental rate for the same style of unit.

Respectfully submitted,



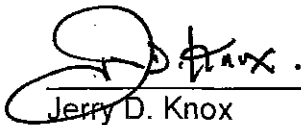
\_\_\_\_\_  
Beverley Hillier, MCIP, RPP  
Manager, Planning Services



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

BH/SNM/dlb  
W:\PLAN\RMS\C00\2011\CSBU\RTC\0054-FinalCondoApprPhases2to4-Turret.doc

We concur with this report and recommendations.



\_\_\_\_\_  
Jerry D. Knox  
Managing Director, Community Services



\_\_\_\_\_  
Mike Burke  
City Solicitor / Managing Director, Corp. Services



\_\_\_\_\_  
David G. Linkie  
Chief Administrative Officer







# SCHEDULE C

PLAN OF SURVEY OF  
PART OF BLOCK 'C'  
REGISTERED PLAN M-362  
CITY OF NORTH BAY  
DISTRICT OF  
NISSISSING  
SCALE 1" = 500'  
MILLER & URSO SURVEYING INC.

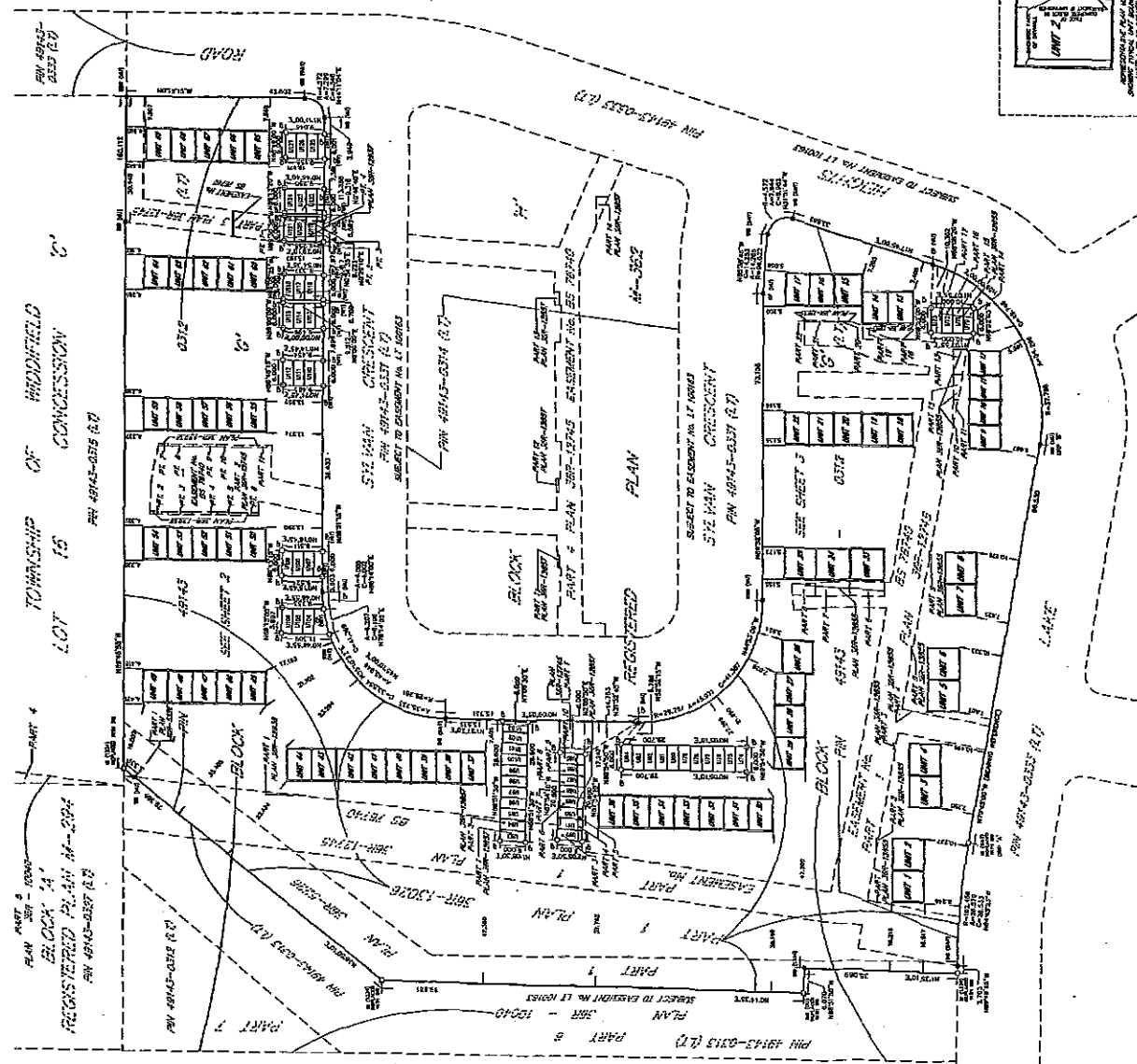
EXAMINER'S APPROVAL  
APPROVED AND CORRECTED WITH RESPECT TO THE  
AND BY OF A. SEC. 43(7) UNDER THE REGISTRY ACT.  
DATE: \_\_\_\_\_  
MILLER & URSO SURVEYING INC.  
REGISTERED PROFESSIONAL SURVEYORS

### INDEX OF SHEETS

- PART 1 SHEETS 1 TO 3 - PLAN OF SURVEY SHOWN PERMITTED BY THE CITY OF NORTH BAY
- PART 2 SHEETS 4 TO 10 - PLAN OF SURVEY SHOWN PERMITTED BY THE CITY OF NORTH BAY
- PART 3 SHEETS 11 TO 13 - ANTI-CORROSION PLANS OF REINFORCEMENT
- PART 4 SHEETS 14 TO 16 - STRUCTURAL PLANS

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAYED OUT AND SURVEYED AND COMPARED TO THE ORIGINAL RECORDS OF THE SURVEY AND FOUND TO BE CORRECT AND ACCURATE.

NO.	DATE	DESCRIPTION
1	1985	PLAN OF SURVEY
2	1985	PLAN OF SURVEY
3	1985	PLAN OF SURVEY
4	1985	PLAN OF SURVEY
5	1985	PLAN OF SURVEY
6	1985	PLAN OF SURVEY
7	1985	PLAN OF SURVEY
8	1985	PLAN OF SURVEY
9	1985	PLAN OF SURVEY
10	1985	PLAN OF SURVEY



LEVEL 1  
UNITS 1 TO 127 BOTH INCLUSIVE  
REGISTERED IN THE LAND REGISTRY OFFICE FOR  
THE LAND TITLE DIVISION OF MISSISSAUGA, ON  
AT \_\_\_\_\_ DATE OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_.

SURVEYOR'S CERTIFICATE  
I CERTIFY THAT  
1. THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT, R.S.O. 1990, CHAPTER 64, AND THE LAND TITLE ACT AND THE REGULATIONS MADE THEREUNDER.  
2. THE SURVEY WAS COMPLETED ON THE 24th DAY OF \_\_\_\_\_ 19\_\_\_\_.  
3. THE ENCLOSURE OF THIS PLAN AND THE NECESSARILY ACCOMPANYING INSTRUMENTS ARE IN ACCORDANCE WITH THE CONDOMINIUM ACT, R.S.O. 1990, CHAPTER 64, AND THE LAND TITLE ACT AND THE REGULATIONS MADE THEREUNDER.  
4. I, \_\_\_\_\_, A. S. MILLER, REGISTERED LAND SURVEYOR, MISSISSAUGA, ONTARIO, HAVE PREPARED THIS PLAN AND INSTRUMENTS FOR THE REGISTERED LAND SURVEYOR.

REGISTRATION RECOMMENDED AS FOLLOWS:

PART	PLAN	ASSIGNED OR INDEX
1	1, 2, 3	1, 2, 3
2	4, 5, 6, 7, 8, 9, 10	4, 5, 6, 7, 8, 9, 10
3	11, 12, 13	11, 12, 13
4	14, 15, 16	14, 15, 16

- NOTES:
- 1. UNITS 1 TO 127 BOTH INCLUSIVE TO BE SUBJECT TO EASEMENT AS SHOWN ON SHEET 1.
  - 2. ALL OF UNITS 1 TO 127 BOTH INCLUSIVE TO BE SUBJECT TO EASEMENT AS SHOWN ON SHEET 1.
  - 3. UNITS 1 TO 127 BOTH INCLUSIVE TO BE SUBJECT TO EASEMENT AS SHOWN ON SHEET 1.
  - 4. ALL OF UNITS 1 TO 127 BOTH INCLUSIVE TO BE SUBJECT TO EASEMENT AS SHOWN ON SHEET 1.
  - 5. UNITS 1 TO 127 BOTH INCLUSIVE TO BE SUBJECT TO EASEMENT AS SHOWN ON SHEET 1.

NOTE: UNITS 1 TO 127 BOTH INCLUSIVE TO BE SUBJECT TO EASEMENT AS SHOWN ON SHEET 1.

CERTIFICATE OF DEBENTURE  
THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAYED OUT AND SURVEYED AND COMPARED TO THE ORIGINAL RECORDS OF THE SURVEY AND FOUND TO BE CORRECT AND ACCURATE.

MILLER & URSO SURVEYING INC.  
REGISTERED PROFESSIONAL SURVEYORS  
1000 SHEPPARD AVENUE EAST, SUITE 100, MISSISSAUGA, ONTARIO L4X 1L3  
TEL: (905) 276-1111  
FAX: (905) 276-1112  
WWW.MILLERURSO.COM

## City of North Bay

### Report to Council

Report No: CSBU 2011-51

Date: April 15<sup>th</sup>, 2011

Originator: Sharon Kitlar  
Manager Recreation and Leisure Services

Subject: 2011 O' Canada Day Event

- Permission to Hold the Event
- Noise By-Law Exemption
- Exclusivity of Use of Parkland and Other Lands

---

### RECOMMENDATIONS

1. That the O'Canada Day Committee be granted permission to hold the 2011 Canada Day Celebrations in and about the Waterfront Park on July 1, 2011 pursuant to By-Law No. 142-76 (Noise By-Law).
2. That the requests by the O'Canada Day Committee regarding exemption from the Noise By-Law, and exclusivity over the event and grounds be approved as per the following:
  - a) Having approved Recommendation No. 1 granting permission to hold the public celebration known as the 2011 O'Canada Day Event, the event becomes exempt from the noise control provisions contained in By-Law No. 142-76 (Noise By-Law), as amended, pursuant to the operation of Section 6 and Schedule 3 thereof, as defined in Attachment 1.
  - b) Exclusivity be granted on July 1, 2011, on and over the City-owned or controlled lands (except the North Bay Wastewater Treatment Facility Lands) within the area defined as, extending from, and inclusive of the waterfront beaches starting at Tenth Street and both sides of Memorial Drive from the Uniroc site up to and including Lee Park. (See Exclusivity Map attached)

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### BACKGROUND

#### Permission to Hold Event

The O'Canada Day Committee must ask Council for permission to hold the event pursuant to Noise By-Law No. 142-76 (see Attachment 1).

#### Noise By-law

Under the condition that Council grants the Committee permission to hold the O'Canada Day Event, the event would be eligible to be exempt from the Noise By-Law. This exemption has been granted over the past several years with no complaints regarding the event.

The O'Canada Day Committee has planned a variety of entertainment and activities to take place at the North Bay Waterfront on July 1, 2011. These activities are to include entertainment, a multicultural showcase, carousel and train rides, Canada Day KidZone, children's entertainment, museum exhibit, and displays, vendors, a fireworks cruise and a fireworks display. The events will begin at approximately 12:00 p.m. and conclude at approximately 11:00 p.m. In past years, similar Canada Day activities have drawn large crowds with no adverse reactions from the neighbourhood pertaining to noise.

Normally, the O'Canada Day Event is finished prior to 11:00 p.m. The request for exemption from Noise By-Law No. 142-76 is a precautionary measure in the event that the entertainment or fireworks run late.

### **Exclusivity**

In the past, waterfront exclusivity has allowed the O'Canada Day Committee to manage the event more efficiently. This includes working with vendors from our community who wish to participate in the activities as well as programming the event's activities. With exclusivity, the Committee is able to control the location of vendors, type of food or product sold as well as to secure revenue toward the operation of the event. In the past, vendors have applied to participate in the Canada Day Celebrations. Vendors, who have been allocated a seasonal space at the waterfront, have been given first right of refusal to participate, while other vendors are made aware of the event and have the opportunity to apply to become involved.

---

### **ANALYSIS / OPTIONS**

There are three options for Council's consideration.

#### Option 1 – Approve the requests as presented.

If Council is satisfied with the requests as presented, Council should approve both Recommendations 1 and 2 as outlined above.

Council is being asked for specific permission to allow the O'Canada Day Committee to hold the celebration, as pursuant to By-Law No. 142-76, the celebration is indeed a *City* event. In addition, this provides a basis for the requests that follow in Recommendation 2.

The request for exemption from the Noise By-Law is a precautionary measure in the event that the entertainment or fireworks run late.

By not granting approval for exclusivity, there will be no control regarding the number and type of vendors, health and safety regulations, and overall general control.

Traditionally, exclusivity of the event generates approximately \$400.00 of revenue to the event. Failure to grant exclusivity will eliminate this revenue.

---

Option 2 – Grant the requests in an amended form.

If Council is not satisfied with the requests as presented but wants the event to proceed, Council could grant the request for permission to hold the event (by approving Recommendation 1) and amend the other requests to suit its concerns (by approving Recommendation No. 2 in an amended form). Depending upon the amendments made, the O'Canada Day Committee may need to review its methodology for the undertaking of the event.

Option 3 – Refuse to grant all requests.

The O'Canada Day Event would not take place this year.

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**RECOMMENDED OPTION / FINANCIAL IMPLICATIONS**

Option 1 – Approve the requests as presented.

There are no financial implications to the City

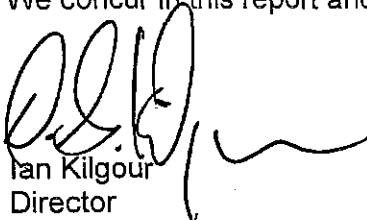
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Submitted by,



Sharon Kitlar  
Manager Recreation and Leisure Services

We concur in this report and recommendation.



Ian Kilgour  
Director  
Parks, Recreation  
& Leisure Services



Jerry Knox  
Managing Director  
Community Services



Dave Linkie  
Chief Administrative Officer

Position designated for continuance: Community Event Facilitator

Attachments:

1. Extracts from the Noise By-Law (By-Law 142-76), as amended
2. Exclusivity Map

Copy for:      Managing Director, Community Services  
                    Police Chief  
                    Director of Parks, Recreation and Leisure Services  
                    Manager of Corporate Services

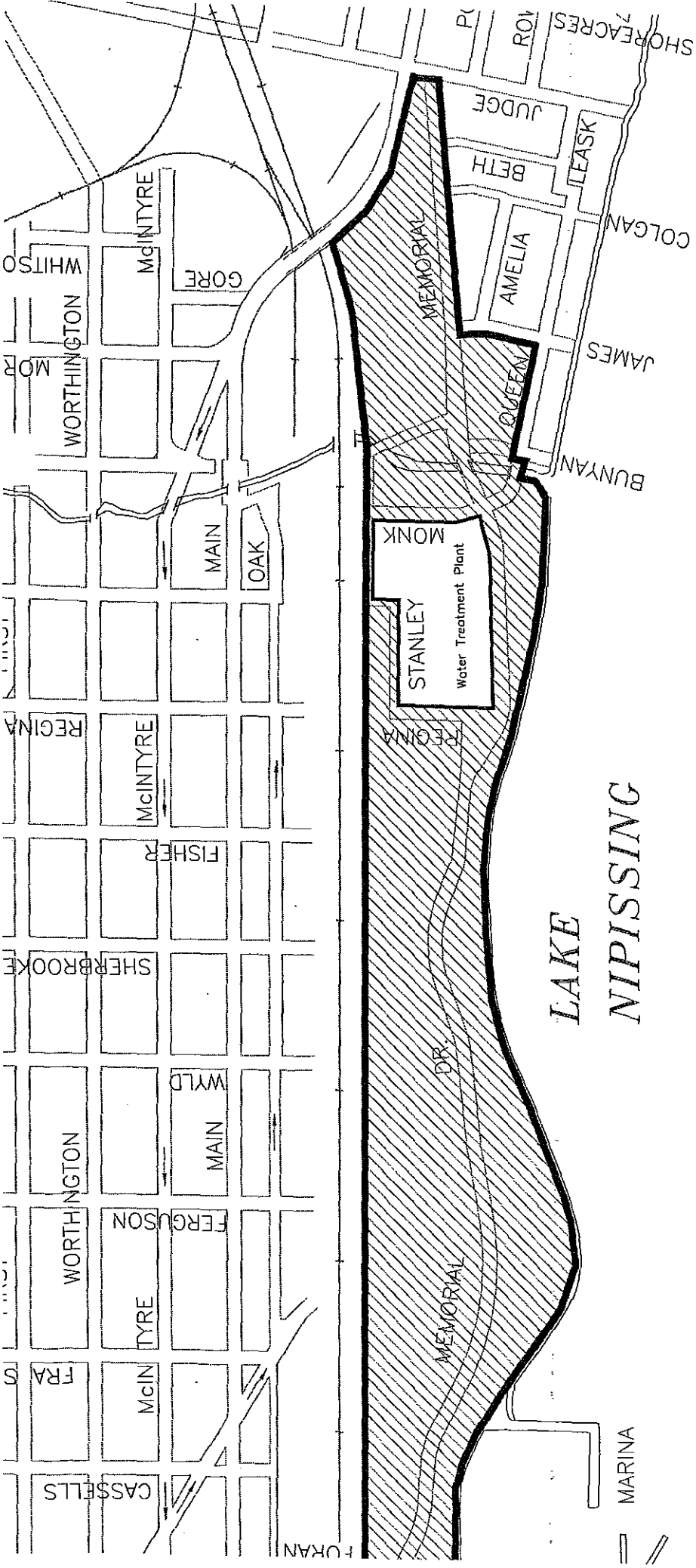
**Extracts from Noise By-law  
(By-law 142-76) as amended**

6. **Exemption of Traditional, Festive or Religious Activities**  
Notwithstanding any other provision of this by-law, this by-law does not apply to a person who emits or causes or permits the emission of sound or vibration in connection with any of the traditional, festive, religious and other activities listed in Schedule 3.
7. **Severability**  
If a Court of competent jurisdiction should declare any section or part of a section of this by-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the by-law and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.
8. **Penalty**  
Every person who contravenes any of the provisions of this by-law is guilty of an offence and shall, upon conviction thereof, forfeit and pay a penalty of not less than \$50.00 nor more than \$1,000.00 for a first offence and not less than \$100.00 and not more than \$1,000.00 for a second or subsequent offence, exclusive of costs and every such fine is recoverable under The Summary Convictions Act.

**SCHEDULE 3**

**Activities to Which the By-law Does Not Apply**

1. The use in a reasonable manner of an apparatus or mechanism for the amplification of the human voice or of music in a public park or recreational area under the control and management of the City of North Bay in connection with any public election meeting, public celebration or other lawful gathering, provided that written permission of Council to hold such meeting, celebration or gathering has been first obtained under any applicable by-law of the Corporation of the City of North Bay.
2. Any band or parade, provided that written permission of Council to operate such band or hold such parade has been first obtained under any applicable by-law of the Corporation of the City of North Bay.



CANADA DAY 2011  
 AREA OF EXCLUSIVITY

## CITY OF NORTH BAY

### REPORT TO COUNCIL

Report No: CORP 2011-80

April 27, 2011

Originator: Jim Manning / Laura Boissonneault

Subject: Tender No. 2011-28 - Supply of One (1) Crew Cab Dump Truck

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#### RECOMMENDATION:

That North Bay City Council approve a contract be issued to George Stockfish Ford Sales in the amount of \$69,600.09 (HST inc.) for the supply of one (1) crew cab dump truck.

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#### BACKGROUND:

The recommended purchase will be operated out of the Parks and Recreation Department. The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed ten (10) tender packages; two (2) tenders were received. The Purchasing Manager and the Fleet Supervisor evaluated the bids. The results are as follows:

<u>Firm</u>	<u>Bid Price</u>
George Stockfish Ford	\$69,600.09
Lewis Motors	\$75,922.44

The price is considered fair and reasonable.

---

#### ANALYSIS / OPTIONS:

1. Purchase the equipment which represents the lowest responsive bid.
  2. Do not purchase the equipment. This option is not recommended, as the units are required for Parks and Recreation projects. Not to purchase would affect service levels.
- 

#### RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended as follows:

That North Bay City Council approve a contract be issued to George Stockfish Ford Sales in the amount of \$69,600.09 (HST inc.) for the supply of one (1) crew cab dump truck.

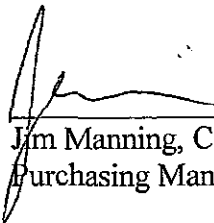


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An amount of \$350,000 has been allocated in the 2011 Community Services Capital Budget Line No. 95, Project No. 6028PR – Parks Vehicles and Equipment Replacement Program; authorized with By-law No. 2011-30.


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Respectfully submitted,



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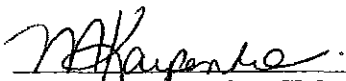
Jim Manning, CPPB  
Purchasing Manager



---


Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting

We concur in this report and recommendation.




---

Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer



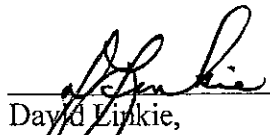
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Jerry Knox  
Managing Director of Community Services



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Michael Burke,  
Managing Director of Corporate Services



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David Linkie,  
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

Attachments: Tender

## CITY OF NORTH BAY

### REPORT TO COUNCIL

Report No: CORP 2011-79

April 27, 2011

Originator: Jim Manning/ Laura Boissonneault

Subject: Supply of One Fire Pumper Apparatus Vehicle

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#### RECOMMENDATIONS:

That North Bay City Council approve a contract be issued to Dependable Emergency Vehicles in the negotiated amount of \$371,485.00 (HST extra) for the supply of one new fire pumper apparatus vehicle. The price includes allowances for the trade-in of two (2) surplus fire vehicles.

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#### BACKGROUND:

City Council has approved By-law 2011-42 for the purchase a new fire pumper apparatus vehicle. The Purchasing Manager had prepared a report (attached) dated April 5, 2011 recommending a sole source procurement in order to standardize the pumper apparatus vehicles for the Fire Department.

The Fire Department currently has two (2) identical units. These units were purchased as a result of a competitive tender issued in 2008. Dependable Emergency Vehicles was the only firm to bid as a result of that tender.

The CAO approved the request and pricing was obtained from Dependable Emergency Vehicles.

The negotiated price is as follows;

2012 Spartan/Crimson pumper	\$ 406,485.00
Trade-in of Rescue 1 truck	\$ 15,000.00
Trade-in of Pumper 4 truck	\$ 20,000.00
Total Cost	\$ 371, 485.00

Since only one bid was obtained, the Purchasing Manager requested the supplier sign a clause stating the price is not in excess of the lowest price charged anyone else, including the Bidder's most favored customer for like quality and quantity of the item bid.

The price is considered fair and reasonable.

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#### ANALYSIS / OPTIONS:

1. Award the contract on the basis of the negotiated price.

- 
2. Issue a competitive tender to purchase the vehicle. This option is not recommended due to the benefits of standardizing the pumper apparatus and the trade-in values are in excess of any other amount which may be available at auction.
- 

**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

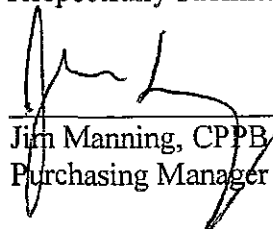
Option 1 is recommended as follows:

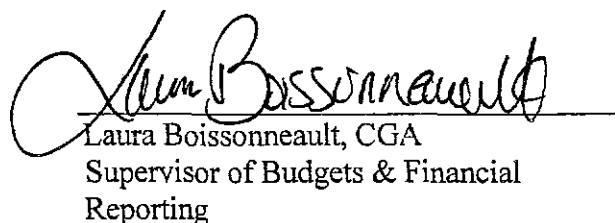
That North Bay City Council approve a contract be issued to Dependable Emergency Vehicles in the negotiated amount of \$371,485.00 (HST extra) for the supply of one new fire pumper apparatus vehicle. The price includes allowances for the trade-in of two (2) surplus fire vehicles.

An amount of \$546,000 has been allocated in the 2011 Fire Department Capital Budget Line No. 73, Project No. 6015FD – Vehicle and Equipment Replacement Program; authorized with By-law No. 2011-42.

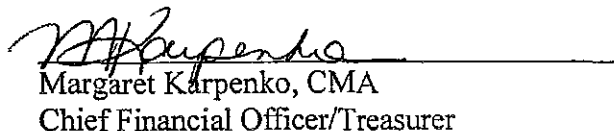
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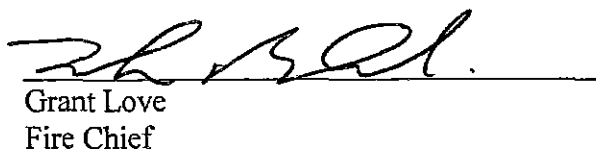
Respectfully submitted,

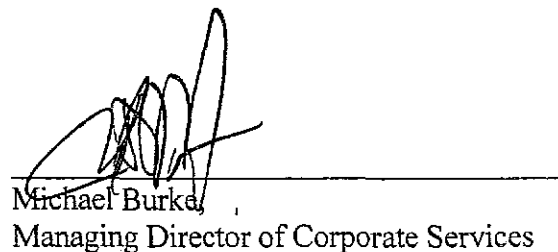
  
Jim Manning, CPPB/  
Purchasing Manager

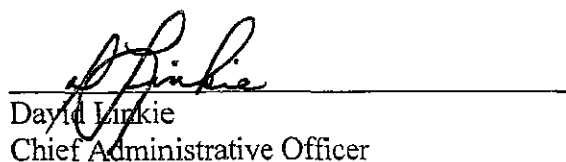
  
Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting

We concur in this report and recommendation.

  
Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer

  
Grant Love  
Fire Chief

  
Michael Burke,  
Managing Director of Corporate Services

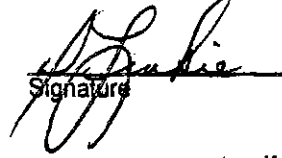
  
David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Fire Chief

Attachments: Tender  
CAO Report April 5, 2011

Approved By:  
Chief Administrative Officer

CITY OF NORTH BAY

  
Signature

2011 04 07  
Date

REPORT TO CAO

Report No:

April 5, 2011

Originator: Jim Manning

Subject: Supply of One Fire Pumper Apparatus Vehicle

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**RECOMMENDATIONS:**

That the CAO approve that the Purchasing Manager commence negotiations with Dependable Emergency Vehicles for pricing to supply one new fire pumper apparatus vehicle. Once obtained a recommendation would be prepared for Council approval in order to proceed with the purchase.

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**BACKGROUND:**

In order to standardize the pumper apparatus vehicles the City of North Bay Fire Department has requested the Purchasing Manager conduct a sole source procurement. The following rationale is supported by the Purchasing Manager;

Standardizing and sole sourcing our fire apparatus is a significant advantage to us as it provides the following,

1. Maintenance procedures and diagnosing mechanical issues for our mechanic is faster and cost effective as he is familiar with the vehicle assembly and components.
2. These are custom built trucks so there is a cost savings for ready available or stocking of parts to reduce out of service time. Commercial units or different builders tend to use many different suppliers for their parts and components which may not be available in Canada or a Canadian dealer.
3. We maintain continuity with the dealer/builder related to common warranty issues and specifications.
4. Standardized operations for our driver/pump operators. Our operator's panel and configurations is the same improving firefighter safety through standardization.
5. Firefighters become familiar with apparatus layout and equipment placement and general operational characteristics of the vehicle during emergency operations.
6. Reduces down time related to training of standardized vehicles. All three stations for example would have the same unit so rotating crews would be more effective.
7. Builder is familiar with our requirements and needs for our vehicles related to NFPA standards and other operational needs.

April 5, 2011

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8. As a department we become familiar with issues that arise throughout the finite life of the apparatus including planning and development of vehicles.

9. Assists and improves the development of an efficient preventative maintenance program that becomes cost effective through routine maintenance and regular parts in stock such as same style and size of tires, brakes, filters, oil type, lighting components, etc.

The Deputy Fire Chief has confirmed that The Town of Markham and the City of Vaughan have also used the same procedure for their supply of pumper vehicles.

The Purchasing By-Law provides for such a provision if agreed to by the Purchasing Manager and the CAO.

In 2008 the City of North Bay issued a competitive tender for two (2) pumpers and only one (1) bid from Dependable Emergency Vehicles was received. A copy of the recommendation to Council is attached.

**ANALYSIS / OPTIONS:**

1. Commence negotiations for the supply of one (1) vehicle to standardise the fleet.
  2. Issue a competitive tender to purchase the vehicle. This option is not recommended for the reasons provided in this report.
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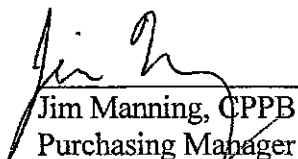
**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

Option 1 is recommended as follows:

That the CAO approve that the Purchasing Manager commence negotiations with Dependable Emergency Vehicles for pricing to supply one new fire pumber apparatus vehicle. Once obtained a recommendation would be prepared for Council approval in order to proceed with t

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Respectfully submitted,

  
\_\_\_\_\_  
Jim Manning, CPPB  
Purchasing Manager

Attachments: CORP 2008-72

# MOTION

North Bay, Ontario May 3, 2011

**Subject:** Municipal Elections

**File No.** C07/2011/ELECT/GENERAL

**Res. No.** 2011-

**Moved by Councillor:** CHIRICO

**Seconded by Councillor:** BAIN

WHEREAS Ontario municipalities historically use schools as voting places during municipal elections;

AND WHEREAS the *Municipal Elections Act* states that school boards must provide space to be used as voting places free of any charge when requested for use by a municipality;

AND WHEREAS school boards are requesting municipalities provide security at schools being used on Voting Day to ensure the safety of students throughout the entire school when only a small portion of the school is being used as a voting place;

AND WHEREAS concerns regarding student safety at the school during voting hours can be eliminated if the students are not in the school on Voting Day;

THEREFORE BE IT RESOLVED that North Bay City Council requests that the Minister of Education amend the *Education Act* to declare Voting Day for municipal elections in the Province of Ontario as a Professional Activity Day;

AND THAT a copy of this resolution be forwarded to Monique Smith, MPP Nipissing; the leaders of the Provincial Opposition Parties; the Association of Municipalities of Ontario; the Association of Municipal Managers, Clerks and Treasurers of Ontario; the four all school boards in the City of North Bay; and to all municipalities in the District of Nipissing.

Carried

Carried as amended

Lost

Conflict \_\_\_\_\_ Endorsement of Chair \_\_\_\_\_

Record of Vote (*Upon Request of Councillor* \_\_\_\_\_)

Signature of Clerk \_\_\_\_\_

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

**BY-LAW NO. 2011-109**

**A BY-LAW TO AUTHORIZE THE  
CITY HALL BUILDING REHABILITATION PROGRAM**

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

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

**AND WHEREAS** the Council passed Resolution 2011-287 at its Meeting held Monday, April 18, 2011, authorizing the City Hall Building Rehabilitation Program, being 2011 General Government Capital Budget Line No. 104 (Project No. 6034GG), with a net debenture cost of \$82,000.00;

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

1. That the expenditure of \$82,000.00 for the City Hall Rehabilitation Program be hereby authorized:

City Hall Rehabilitation Cost	\$77,900.00
Financing Costs	<u>4,100.00</u>
Net Amount to be Debentured	\$82,000.00

2. That the Treasurer of the City of North Bay is hereby authorized to borrow from time to time from any bank or person by way of promissory note or notes temporary advances of money to meet the cost of work as aforesaid pending the completion thereof and pending the issue and sale of the debentures hereinafter referred to but in no event shall the aggregate of such borrowings exceed the amount of \$82,000.00 limited in this by-law.
3. Any promissory note or notes issued pursuant to paragraph 2 hereof shall be sealed with the seal of The Corporation of the City of North Bay and signed by the Mayor or Deputy Mayor and the Treasurer of the City of North Bay.
4. That the debentures to be issued to pay for the cost of such work shall bear interest at such rate as the Council may determine and shall be made payable within ten (10) years.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF MAY, 2011.

\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
CITY CLERK CATHERINE CONRAD

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

**BY-LAW NO. 2011-113**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN  
AMENDING AGREEMENT WITH HER MAJESTY THE  
QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY  
THE MINISTRY OF AGRICULTURE, FOOD AND RURAL  
AFFAIRS RELATING TO THE NORTH BAY WATER  
FILTRATION PLANT (COMRIF FUNDING)**

**WHEREAS** the Amending Agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Agriculture, Food and Rural Affairs relating to the North Bay Water Filtration Plant was approved by Resolution No. 2011-\_\_\_\_\_ passed on the 3<sup>rd</sup> 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 Amending Agreement dated as of the 30<sup>th</sup> day of March, 2011 with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Agriculture, Food and Rural Affairs relating to the North Bay Water Filtration Plant.
2. That the Mayor and Clerk of The Corporation of the City of North Bay are hereby authorized to execute that certain Amending Agreement between The Corporation of the City of North Bay and Her Majesty the Queen in Right of Ontario as represented by the Ministry of Agriculture, Food and Rural Affairs and to affix thereto the Corporate seal.

*ad* READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF MAY, 2011.

\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
CITY CLERK CATHERINE CONRAD



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

**BY-LAW NO. 2011-114**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH THE NORTH BAY-MATTAWA CONSERVATION AUTHORITY, MILLFORD DEVELOPMENT LIMITED, CONSOLIDATED HOMES LTD. AND GOLDEN ESTATES LTD. RELATING TO THE DONATION OF ESCARPMENT LANDS (THIBEAULT TERRACE AND GOLF CLUB ROAD)**

**WHEREAS** the Agreement between The Corporation of the City of North Bay, the North Bay-Mattawa Conservation Authority, Millford Development Limited, Consolidated Homes Ltd. and Golden Estates Ltd. for the donation of Escarpment Lands along Thibeault Terrance and Golf Club Road was approved by Resolution No. 2011-308 passed by Council on the 18<sup>th</sup> day of April, 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 1<sup>st</sup> day of April, 2011 with the North Bay-Mattawa Conservation Authority, Millford Development Limited, Consolidated Homes Ltd. and Golden Estates Ltd. relating to the donation of Escarpment Lands along Thibeault Terrance and Golf Club Road.
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 the North Bay-Mattawa Conservation Authority, Millford Development Limited, Consolidated Homes Ltd. and Golden Estates Ltd. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF MAY, 2011.



\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
CITY CLERK CATHERINE CONRAD

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

**BY-LAW NO. 2011-101**

**A BY-LAW TO STOP UP, CLOSE AND CONVEY A PORTION OF  
THE LANEWAY IN A BLOCK BOUNDED BY MONTROSE AVENUE, CARRUTHERS  
STREET, ROBARTS AVENUE AND HARRISON STREET,  
IN THE CITY OF NORTH BAY**

**WHEREAS** it is deemed expedient and in the interest of The Corporation of the City of North Bay that part of the laneway abutting Lots 2184, 2185, 2186, 2187 and 2191, and Part of a Lane on Plan M-177 be closed, stopped up and sold to the abutting owners;

**AND WHEREAS** by Resolution No. 2010-581 passed on the 7<sup>th</sup> day of September, 2010, Council approved the closure of the laneway;

**AND WHEREAS** the laneway abutting Lots 2184, 2185, 2186, 2187 and 2191, and Part of a Lane on Plan M-177 are 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 in a block bounded by Montrose Avenue, Carruthers Street, Robarts Avenue and Harrison Street, abutting Lots 2184, 2185, 2186, 2187 and 2191, and Part of a Lane on Plan M-177 designated as Part 1, on Reference Plan 36R-12976 is hereby closed, stopped up and conveyed.
2. The City shall transfer Part 1, on Reference Plan 36R-12976 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 18<sup>TH</sup> DAY OF APRIL, 2011.

READ A SECOND TIME IN OPEN COUNCIL THE 18<sup>TH</sup> DAY OF APRIL, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THE 3<sup>RD</sup> DAY OF MAY, 2011.

\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
CITY CLERK CATHERINE CONRAD

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

**BY-LAW NO. 2011-112**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
CONDOMINIUM AGREEMENT WITH TURRET  
CONSTRUCTION & HOUSING CO. INC., JORAH  
INVESTMENTS LTD. AND 133494 CANADA INC.  
RELATING TO TURRET PHASE 2, TURRET PHASE 3 AND  
TURRET PHASE 4**


**WHEREAS** the Condominium Agreement with Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. for Turret Phase 2 (Madelena Drive and Lake Heights Road), Turret Phase 3 (Sylvan Crescent) and Turret Phase 4 (Sylvan Crescent) was approved by Resolution No. 2011-\_\_\_\_\_ passed by Council on the 3<sup>rd</sup> 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 a Condominium Agreement dated the 3<sup>rd</sup> day of May, 2011 with Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. relating to Turret Phase 2 (Madelena Drive and Lake Heights Road).
2. That The Corporation of the City of North Bay enter into a Condominium Agreement dated the 3<sup>rd</sup> day of May, 2011 with Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. relating to Turret Phase 3 (Sylvan Crescent).
3. That The Corporation of the City of North Bay enter into a Condominium Agreement dated the 3<sup>rd</sup> day of May, 2011 with Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. relating to Turret Phase 4 (Sylvan Crescent).
4. That the Mayor and Clerk of The Corporation of the City of North Bay are hereby authorized to execute those certain Condominium Agreements between The Corporation of the City of North Bay and Turret Construction & Housing Co. Inc., Jorah Investments Ltd. and 133494 Canada Inc. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

 READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF MAY, 2011.

\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
CITY CLERK CATHERINE CONRAD

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

**BY-LAW NO. 2011-110**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION  
OF AN AGREEMENT WITH MILLER PAVING NORTH  
BAY, A DIVISION OF MILLER PAVING LIMITED  
RELATING TO THE SUPPLY OF ASPHALT  
CONCRETE PAVEMENT PATCHING**

**WHEREAS** the Agreement with Miller Paving North Bay, a division of Miller Paving Limited for the supply of asphalt concrete pavement patching was approved by Resolution No. 2011-260 passed by Council on the 4<sup>th</sup> day of April, 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 12<sup>th</sup> day of April, 2011 with Miller Paving North Bay, a division of Miller Paving Limited relating to the supply of asphalt concrete pavement patching.
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 Miller Paving North Bay, a division of Miller Paving Limited and to affix thereto the Corporate seal.

*cl*

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF MAY, 2011.

\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
CITY CLERK CATHERINE CONRAD

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

**BY-LAW NO. 2011-111**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION  
OF AN AGREEMENT WITH 2212880 ONTARIO LTD.  
RELATING TO THE SUPPLY OF AGGREGATE  
MATERIALS**

**WHEREAS** the Agreement with 2212880 Ontario Ltd. for the supply of aggregate materials was approved by Resolution No. 2011-259 passed by Council on the 4<sup>th</sup> day of April, 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 8<sup>th</sup> day of April, 2011 with 2212880 Ontario Ltd. relating to the supply of aggregate materials.
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 2212880 Ontario Ltd. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF MAY, 2011.



\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
CITY CLERK CATHERINE CONRAD

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

**BY-LAW NO. 2011-115**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION  
OF AN AGREEMENT WITH METRO PAVEMENT  
MARKINGS LTD. RELATING TO PAVEMENT  
MARKING SERVICES**

**WHEREAS** the Agreement with Metro Pavement Markings Ltd. for pavement marking services was approved by Resolution No. 2011-261 passed by Council on the 4<sup>th</sup> day of April, 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 11<sup>th</sup> day of April, 2011 with Metro Pavement Markings Ltd. relating to pavement marking 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 Metro Pavement Markings Ltd. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF MAY, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF MAY, 2011.

\_\_\_\_\_  
MAYOR ALLAN McDONALD

\_\_\_\_\_  
CITY CLERK CATHERINE CONRAD