



Council

Agenda

**Regular Meeting of Council
August 2, 2011
at 7:00 p.m.**

MEETINGS

**FOR THE WEEK OF
AUGUST 2ND, 2011**

Tuesday, August 2, 2011

5:00 p.m.

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

6:00 p.m.

Committee Meeting of Council
Council Chambers, 2nd Floor

7:00 p.m.

Regular Meeting of Council
Council Chambers, 2nd Floor

**THE CORPORATION OF THE CITY OF NORTH BAY
REGULAR MEETING OF COUNCIL HELD
TUESDAY, AUGUST 2, 2011**

PUBLIC PRESENTATIONS:

PUBLIC MEETING MINUTES:

Monday, July 18, 2011

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

Nil

COMMITTEE REPORTS:

Nil

CORRESPONDENCE:

1. Letter from North Bay Jack Garland Airport Corporation dated July 20, 2011 re Appointment to their Board of Directors (C01/2011/APPTS/GENERAL).
2. Report from S. McArthur dated July 26, 2011 re Part Lot Control By-Law for surplus City lands - Algonquin Avenue, Ann Street, Galt Street, Front Street, Cedar Street and McLaren Street (former CN Right-of-Way lands) (D00/2011/DEEM/ALGFRONT).
3. Resolution from the Planning Advisory Committee dated July 15, 2011 re Proposed Draft Plan of Subdivision by Miller & Urso Surveying Inc. on behalf of 873342 Ontario Inc. (Kenalex Development Inc.) - Phase II, Trillium Woods Subdivision (Booth Road) (D12/2011/KENAL/BOOTHRD2).
4. Petition from Highway 11 North residents dated June 19, 2011 and report from D. Carvell dated July 25, 2011 re Highway 11 North transit services (T03/2011/TRANS/GENERAL).
5. Report from I.G. Kilgour dated July 27, 2011 re Smoking prohibition at Steve Omischl Sports Complex (C00/2011/BYLAW/PARKS).
6. Report from P. Valenti dated July 11, 2011 re RFP 2011-75, King's Landing Wharf inspection (F05/2011/PARKS/6018MR).
7. Report from S. McArthur dated July 18, 2011 re Lane closure application by Pauline and Edward Constante in a block bounded by Douglas Street, Lorne Avenue, Galt Street and Lansdowne Avenue (L07/2011/LANEW/DOUGLAS).

8. Report from S. McArthur dated July 15, 2011 re Lane closure application by Jocelyn and Janet Bouchard in a block bounded by Beattie Street, Burns Street, Greenwood Avenue and Norwood Avenue (L07/2011/LANEW/NORWOODA).
9. Letter from Carol Coleman dated July 12, 2011 and report from S. Killins dated July 25, 2011 re Fence variance request - 99 Tweedsmuir Drive (D13/2011/FENCE/99TWEED).
10. Report from J.D. Knox dated July 19, 2011 re Agreement with the Minister of Northern Development, Mines and Forestry and The Business Centre Nipissing Parry Sound Inc. relating to the Small Business Enterprise Centre Program (L04/2011/MNDM/BUSCENTR).
11. Report from M. Karpenko dated July 22, 2011 re Tender No. 2011-74 - Pete Palangio Arenas dehumidification (F05/2011/ARENA/6017RF).
12. Report from P. Valenti / A. Lang dated July 25, 2011 re Tender No. 2011-73, Supply of one (1) rubber tire excavator (F05/2011/PUBWO/6002SSWS).
13. Report from R. Marshall dated July 27, 2011 re Professional Consulting Services for the Environmental Assessment of proposed intersection improvements at Seymour Street and the Highway 11/17 By-Pass (F05/2009/PUBWO/SEYMST).
14. Report from S. Killins dated June 26, 2011 re Clean Yard By-Law on residential lands (C00/2011/BYLAW/CLNYARD).

BY-LAWS FOR CONSIDERATION:

General Government - First, second and third readings:

By-Law No. 2011-172 to authorize the 2011 Transit Coach Replacement Program.

By-Law No. 2011-178 to confirm proceedings of the Meeting of Council on July 18, 2011.

Community Services - First, second and third readings:

By-Law No. 2011-173 to amend By-Law No. 2011-139 (being a by-law to regulate open air burning in the City of North Bay).

By-Law No. 2011-176 to deem Plan 23, Part Lots 5 to 7, 23 to 26 and Plan M32, Part Lots 167 to 172, and Plan M5, Part Block 1 and Part of Ann Street, Galt Street and Cedar Street as not being subject to part lot control pursuant to Section 50(7) of the *Planning Act* (Algonquin Avenue, Ann Street, Galt Street, Front Street, Cedar Street and McLaren Street).

By-Law No. 2011-180 to execute an Amending Agreement with North Bay Youth Soccer Club relating to funding contributions for the Outdoor Sports Complex.

By-Law No. 2011-181 to execute a Condominium Agreement with Saturnia Real Estate Holdings Inc. and the Royal Bank of Canada relating to Premier Road Condominiums.

By-Law No. 2011-182 to execute an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines and Forestry and The Business Centre Nipissing Parry Sound Inc. relating to the Small Business Enterprise Centre Program.

Community Services - Third reading:

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

Engineering & Works - First, second and third readings:

By-Law No. 2011-174 to execute an Agreement with Miller Paving North Bay, a division of Miller Paving Limited relating to the supply and placement of plant cold recycled asphalt pavement.

By-Law No. 2011-175 to execute an Agreement with Monteith Building Group Ltd. relating to the design and construction of the building extension of the Public Works Maintenance Garage.

By-Law No. 2011-177 to execute an Agreement with Battano Construction Limited relating to the Sidewalk Replacement Program.

By-Law No. 2011-179 to execute an Agreement with J.L. Richards & Associates Limited relating to intersection improvements at the Seymour Street and Highway 11/17 By-Pass.

MOTIONS:

Councillor Bain	re	Poet Laureate
Councillor Maroosis	re	Healthy Food Supplement

MOTION TO ADJOURN IN-CAMERA:

IN-CAMERA CORRESPONDENCE:

MOTION TO RECONVENE:

MOTION FOR RECONSIDERATION:

GIVING NOTICE:

ADJOURNMENT:

**MINUTES OF THE PUBLIC MEETING OF
CITY COUNCIL HELD UNDER THE *PLANNING ACT*
HELD MONDAY, JULY 18TH, 2011**

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

1. Jack & Helen Norman - Four Mile Lake Road

Councillor Lawlor explained the purpose of the meeting.

The Deputy City Clerk advised that notice of the meeting was given by an advertisement in the Nugget on the 25th day of June, 2011 and by the posting of a placard on the subject property.

Mayor McDonald declared a conflict of interest as his family owns property on Four Mile Lake Road.

Beverley Hillier explained the purpose of the applications.

Councillor Lawlor asked for public presentations in support of or objecting to the Official Plan Amendment, Zoning By-Law Amendment or Plan of Subdivision.

Paul Goodridge, 116 Byers Road, Callander

- agent for the applicants
- four (4) issues:
 - i) policy
 - ii) environmental
 - iii) aggregate
 - iv) NEF contours
- i) policy - proposal / application
 - could have proposed family severances
 - 300m takes you back to the beaver pond
 - lots are non-impact lots
 - RRE are permitted under the Official Plan (O.P.)
 - did not apply under the Minimal Impact lots [i.e. as with Lechlitner and Orsi lots on Trout Lake - City settled these and were ratified by the Ontario Municipal Board(O.M.B.)]
 - staff mistaken re septic tank technology
 - have a peer review on systems - good systems with proven fifteen (15) year record
 - O.P. does support the creation of these lots on the basis of new technology
 - this will not present a precedent as this is the last application under the existing O.P. (new O.P. does not have Ministerial approval)
 - these lots do meet the provincial standards and zoning requirements
 - there is no rationale to deny
 - need to take into consideration the size of these lots
 - considers this an infilling between two (2) existing subdivisions
 - introduced Michael Michalski and cited his qualifications

Michael Michalski

- limited his comments to the septic systems
- referred to his letter to Peter Carello
- report was prepared in 2009
- phosphorous and soils
- refuted Peter Bullocks' report
- monitoring fields - sewage systems better than many sewage treatment plants
- tile seal / wells and monitory programs
- conventional system - reduces phosphorus
- estimated life of the proposed system will be doubled
- sensitivity analysis is phosphorus, gets into Four Mile Lake - will be non-detectable

- these will be non-impact lots with restriction to phosphorus
- 300m guideline was established by the Ministry of the Environment - no science to it, O.M.B. hearing says this is a poor planning tool

Paul Goodridge

- ii) Aggregate
 - study provided by Knight Piesold - quite capable
 - not significant aggregate - sand only
 - City gets money from Ministry of Natural Resources for aggregate
 - municipal taxes will be substantial
 - this aggregate removal would require an open-pit
 - the sand acts as a filter
 - it should not be developed for aggregate
- iii) NEF contours
 - based on military aircraft
 - City relying on the NEF 30 contour
 - the contours are out-of-date

Meeting deferred until September at which time Mr. Goodridge will have an opportunity to finish his presentation. A supplemental staff report has also been requested.

DEPUTY MAYOR PETER CHIRICO

CITY CLERK CATHERINE CONRAD

**MINUTES OF THE REGULAR MEETING
OF CITY COUNCIL
HELD MONDAY, JULY 18, 2011**

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

PUBLIC PRESENTATION:

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

CORRESPONDENCE:

Nil

REPORTS FROM OFFICERS:

Carello, P.	re General Review & Update of Zoning By-Law No. 28-80	(532)
Conrad, C.M.	re Confirmatory By-Law	(530)
Hillier, B.	re Draft Source Protection Policy - Pre Consultation	(534)
Kitlar, S.	re Temporary public pedestrian crossing and service vehicle road access	(531)
Love, G.	re Open Air Burning By-Law No. 2011-130	(533)
McArthur, S.	re Condominium Final Approval - Saturnia Real Estate Holdings Inc. - Premier Road	(537)
McArthur, S.	re Lane closure in a block bounded by Beattie Street, Browning Street, Maplewood Avenue and Elmwood Avenue	(538)
Mimee, R.	re Transit Capital Budget allocation	(529)
Tomek, A.	re New Provincial Program for Household Hazardous Waste	(535)
Tomek, A.	re Container sorting line at the Recycling Centre and funding from the Continuous Improvement Fund	(536)

Res. #2011-527: Moved by Councillor Vaillancourt, seconded by Councillor Bain
That minutes for the public meetings held on:

- Wednesday, June 29, 2011; and
- Monday, July 4, 2011

be adopted as presented.

"CARRIED"

Res. #2011-528: Moved by Councillor Vaillancourt, seconded by Councillor Maroosis
That minutes for the closed meetings held on:

- Monday, July 4, 2011

be adopted as presented.

"CARRIED"

Res. #2011-529: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That a Capital Expenditure By-Law be prepared for the consideration of City Council to authorize the 2011 Transit Coach Replacement Program, being Community Services Capital Budget Line No. 100, Project No. 6033TR, at a net debenture cost of \$693,000.00.

"CARRIED"

Res. #2011-530: Moved by Councillor Chirico, seconded by Councillor Koziol
That Council authorize the City Clerk to bring forward a Confirmatory
By-Law at each Council Meeting to confirm the proceedings of the
previous meeting.

"CARRIED"

Res. #2011-531: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That 1) the Mayor and City Clerk be authorized to sign the
agreement with Ottawa Valley Railway operated by RailLink
Canada Ltd. in order to facilitate access to the waterfront
site for the Summer in the Park concerts for the period of
July 29, 2011 to August 1, 2011 as described in Report to
Council CSBU 2011-70; and

- 2) the Execution By-Law be presented to Council for three (3)
readings on July 18, 2011.

"CARRIED"

Res. #2011-532: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That Report to Council CSBU 2011-66 relating to the General Review
and Update of City of North Bay Zoning By-Law No. 28-80 be received
and referred to the Community Services Committee for a Statutory
Public Meeting under the *Planning Act*.

"CARRIED"

Res. #2011-533: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That Council approve the changes outlined in Report to Council No.
CSBU 2011-72, including the inclusion of RRE Zones in the "Rural
Zone", to amend By-Law No. 2011-130 being a by-law to Regulate
Open Air Burning in the City of North Bay.

"CARRIED"

Res. #2011-534: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That 1) the draft Source Protection Policy "Recognize Building
Code Sewage System Maintenance Inspections" be
supported by Council; and

- 2) Report to Council CSBU 2011-71 be forwarded to the
Source Protection Authority and participating municipalities
for information purposes.

"CARRIED"

Res. #2011-535: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the City of North Bay enter into a one (1) year renewable contract
with Stewardship Ontario under the New Municipal Hazardous Waste
or Special Waste (MSW) Service Agreement subject to review by the
City's Legal Department and pending final negotiation of hourly rates
by staff.

"CARRIED"

Res. #2011-536: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the City of North Bay enter into an agreement with Waste
Diversion Ontario, accepting the conditions set forth in the agreement
subject to review by the City's Legal Department.

"CARRIED"

- Res. #2011-537: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That 1) the Mayor and City Clerk be authorized to sign the Saturnia Condominium Agreement by Saturnia Real Estate Holdings Inc. for the approval of a sixteen (16) unit condominium on Premier Road in the City of North Bay - City File No. 48CDM-09104; and
- 2) the Mayor, City Clerk and Manager of Planning Services be authorized to sign the Final Plan of Condominium subject to receipt of all requested land transfers, easements and condominium agreement requirements.

"CARRIED"

- Res. #2011-538: Moved by Councillor Chirico, seconded by Councillor Koziol
That 1) the application by Miller & Urso Surveying Inc. on behalf of Ron Fortier & Guy Blanchard to close a portion of the laneway in a block bounded by Beattie Street, Browning Street, Maplewood Avenue and Elmwood Avenue, legally described as Plan No. 94, abutting Lots 44 to 66, and as shown on Schedule "A" attached to Report to Council CSBU 2011-56, be approved;
- 2) the closure of the laneway be subject to the granting of any required easements; and
- 3) the Chief Administrative Officer be authorized by Council to initiate normal closure procedures for the subject laneway.

"CARRIED"

- Res. #2011-539: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-laws be read a first and second time:
- By-Law No. 2011-167 to repeal By-Law No. 2011-94 being a by-law to authorize the Trout Lake Road Reconstruction Program.
- By-Law No. 2011-168 to authorize the John Street Chippewa Creek Rehabilitation Project.
- By-Law No. 2011-169 to amend By-Law No. 2011-83 being a by-law to authorize the reconstruction of Main Street (Sherbrooke Street to the overpass).

Councillor Maroosis declared a conflict of interest on By-Law No. 2011-169 as his son-in-law is employed by the contractor, Bruman Construction Inc.

"CARRIED"

- Res. #2011-540: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-laws be read a third time and passed:
- By-Law No. 2011-167 to repeal By-Law No. 2011-94 being a by-law to authorize the Trout Lake Road Reconstruction Program.
- By-Law No. 2011-168 to authorize the John Street Chippewa Creek Rehabilitation Project.
- By-Law No. 2011-169 to amend By-Law No. 2011-83 being a by-law to authorize the reconstruction of Main Street (Sherbrooke Street to the overpass).

Councillor Maroosis declared a conflict of interest on By-Law No. 2011-169 as his son-in-law is employed by the contractor, Bruman Construction Inc.

"CARRIED"

Res. #2011-541: Moved by Councillor Chirico, seconded by Councillor Koziol
That the following by-laws be read a third time and passed:

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

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

"CARRIED"

Res. #2011-542: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-law be read a first and second time:

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

"CARRIED"

Res. #2011-543: Moved by Councillor Lawlor, seconded by Councillor Mendicino
That the following by-law be read a third time and passed:

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

"CARRIED"

Res. #2011-544: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the following by-law be read a first and second time:

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

"CARRIED"

Res. #2011-545: Moved by Councillor Vrebosch-Merry, seconded by Councillor Mayne
That the following by-law be read a third time and passed:

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

"CARRIED"

Res. #2011-546: Moved by Councillor Anthony, seconded by Councillor Maroosis
WHEREAS the firm recently announced as a first choice by Metrolinx to refurbish GO Train units has been announced as being "sold";

AND WHEREAS CAD RAILWAYS' status as a company in transition adds further uncertainty to the viability of switching the GO Train refurbishment contract from Ontario-based ONTC to the Quebec-based firm;

BE IT THEREFORE RESOLVED THAT the Premier of Ontario again be urged to reverse this decision;

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

"CARRIED"

Res. #2011-547: Moved by Councillor Mendicino, seconded by Councillor Bain
WHEREAS under the Ontario Ministry of Finance's Supply Chain Code of Ethics it states, "contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money";

BE IT THEREFORE RESOLVED that the Council of The Corporation of the City of North Bay direct the Mayor to write a letter to the Provincial Auditor General requesting that the contract between Metrolinx and CAD be reviewed to determine if the Province followed its own procurement policies.

Record of Vote (*Upon Request of Councillor Bain*).

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

"CARRIED"

Res. #2011-548: Moved by Councillor Vaillancourt, seconded by Councillor Bain
That this Regular Meeting of Council do now adjourn at 8:12 p.m.

"CARRIED"

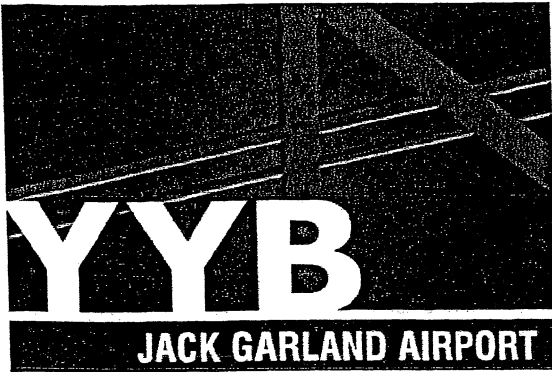
MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

RECEIVED
#1
PLANNING
SERVICES

North Bay Jack Garland Airport Corporation
50 Terminal St., Suite 1, North Bay, ON Canada P1B 8G2

Administration: (705) 474-3026
Facsimile: (705) 472-9867
www.northbayairport.com



Copy to: C. Conrad
D. Leckie

July 20, 2011

Mr. Jerry Knox
Managing Director Community Services
The Corporation of the City of North Bay
P.O. Box 360
North Bay, ON
P1B 8H8

Re: North Bay Jack Garland Airport Corporation -Board Appointment

This is to inform you that the Board of Directors of the North Bay Jack Garland Corporation is recommending that the City Council approve the appointment of Mr. Kevin Donnelly for a three year term.

Kevin currently holds the position of Secretary on the Board and has accepted an additional three year term subject to Council's approval.

Should you have any questions please don't hesitate to contact me at 705-474-3026 ext 224 or by e-mail at jack.santerre@northbayairport.com.

Yours truly,



Jack Santerre
Airport Manager

RECEIVED
CITY OF NORTH BAY
JUL 21 2011
CLERK'S DEPT.

Report to Council

Report No: CSBU 2011 - 80

Date: July 26, 2011

Originator: Steve McArthur, Senior Planner, Current Operations

Subject: Part Lot Control By-law for City Surplus Lands (Algonquin Avenue, Ann Street, Galt Street, Front Street, Cedar Street and McLaren Street) - Former CN Rail Right-of-Way, City of North Bay

RECOMMENDATION

That Council authorize a Part Lot Control Exemption By-Law to deem Part Lots 5, 6, 7 and 23, 24, 25, 26, Plan 23, and Part Lots 167, 168, 169, 170, 171, 172, Plan M32, and Part Block 1, Plan M5 and Parts of Ann Street, Galt Street, and Cedar Street in the City of North Bay, District of Nipissing, being lots fronting on Ann Street, Galt Street and Front Street, as shown on Schedule 'A' attached hereto, as not being subject to part lot control pursuant to Section 50 (7) of the *Planning Act*.

BACKGROUND

The subject lands are a strip of municipally-owned lands that once formed part of the CN Rail Right-of-Way. These lands were declared surplus by Council and were recently offered for sale through a public tender process. 943674 Ontario Inc. (Kenalex Development Corporation) and Steven Crea Homes Limited. were the successful purchasers pursuant to Tender No. 2011-24 for the purchase and residential development of the subject lands.

The Purchasers have requested the Municipality pass a part lot control by-law in order that severances will not be required for the sale of the individual lots on the plan. This was the intent of the tender approved by Council. The exemption from Part Lot Control will expedite the approval of these part lots for sale, rather than requiring them to obtain individual severance approvals on each part lot. The purpose of the exemption from Part Lot Control is to ensure that the individual parcels do not merge on-title and remain individually transferable under the *Planning Act*.

OPTIONS ANALYSIS

Option # 1:

To pass the Part Lot Control Exemption By-law.

Option # 2:


Not to pass the Part Lot Control Exemption By-law.

RECOMMENDED OPTION / FINANCIAL IMPLICATIONS

Option # 1 is the recommended option. This will allow the individual sale and residential development of the subject lands as intended in Tender No. 2011-24.

Therefore, it is recommended: "That Council authorize a Part Lot Control Exemption By-Law to deem Part Lots 5, 6, 7 and 23, 24, 25, 26, Plan 23, and Part Lots 167, 168, 169, 170, 171, 172, Plan M32, and Part Block 1, Plan M5 and parts of Ann Street, Galt Street, and Cedar Street in the City of North Bay, District of Nipissing, being lots fronting on Ann Street, Galt Street and Front Street, as shown on Schedule 'A' attached hereto as not being subject to part lot control pursuant to Section 50 (7) of the Planning Act."

Respectfully submitted,



Steve McArthur, MCIP, RPP
Senior Planner, Current Operations

SM/BH/dlb

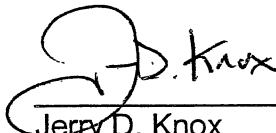
W:\PLAN\RMS\C00\2011\CSBU\RTC\0080-PtLtControlBylaw-FormerCNRightofWay.doc

attach(s)


We concur with this report and recommendations.




Beverley Hillier, MCIP, RPP
Manager, Planning Services



Jerry D. Knox
Managing Director, Community Services



Peter Leckie
City Solicitor



David G. Linkie
Chief Administrative Officer

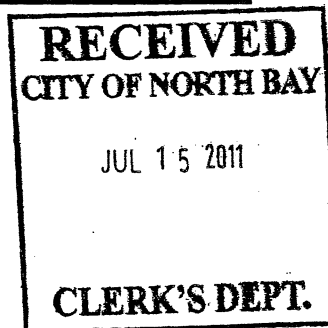
Personnel designated for continuance: Steve McArthur, Senior Planner, Current Operations

INTER OFFICE

MEMO

City of North Bay
Planning Services

To: Cathy Conrad, City Clerk
From: Steve McArthur - Senior Planner, Current Operations
Subject: Resolution No. 4 - Planning Advisory Committee
Date: July 15, 2011



Quoted below is Resolution No. 4 passed at the regular meeting of the Planning Advisory Committee held on Thursday, July 14th, 2011:

Resolution No. 4

"That the Planning Advisory Committee recommend the following to City Council:

1. That the Proposed Draft Plan of Subdivision (Phase II – Trillium Woods Subdivision) by Miller & Urso Surveying Inc. on behalf of Kenalex Development Inc. for the property legally described as Concession 16, Part of Lot 37 in the former Township of West Ferris, ~~BE DENIED~~ BE APPROVED; and
2. That staff be directed to develop conditions of draft approval, subject to the approval of Council."

A handwritten signature in black ink, appearing to be "Steve McArthur".

Steve McArthur, MCIP, RPP
Senior Planner, Current Operations

North Bay Planning Advisory Committee

Resolution No. 4

Date: July 14, 2011

Moved By: MR. [Signature]

Seconded By: [Signature]

“That the Planning Advisory Committee recommend the following to City Council:

1. That the Proposed Draft Plan of Subdivision (Phase II – Trillium Woods Subdivision) by Miller & Urso Surveying Inc. on behalf of Kenalex Development Inc. for the property legally described as Concession 16, Part of Lot 37 in the former Township of West Ferris, BE DENIED.” Approved,

Amendments:

and further, that staff be directed to
develop conditions of draft approval, subject
to the approval of Council.

“CARRIED”

[Signature]
Chair

INTER OFFICE

Planning Services City of North Bay

MEMO

To: Chair and Members, Planning Advisory Committee
From: Steve McArthur - Senior Planner, Current Operations
Subject: Proposed Draft Plan of Subdivision (70 Lots) by Miller & Urso Surveying Inc. on behalf of Kenalex Development Inc., Concession 16, Part of Lot 37, (Phase II - Trillium Woods Subdivision)
Date: July 7, 2011

Recommendation

That the proposed Draft Plan of Subdivision (Phase II - Trillium Woods Subdivision) by Miller & Urso Surveying Inc. on behalf of Kenalex Development Inc. for the property legally described as Concession 16, Part of Lot 37, in the former Township of West Ferris, BE DENIED.

Site

The subject property is located east of Booth Road and south of the intersection at Marshall Avenue. The site has frontage on Turner Drive and Trillium Drive, both of which were created as part of Phase I of the Trillium Woods Plan of Subdivision. The total land area for Phase II represents approximately 6.94 hectares (17.15 acres) as shown on Schedules 'A' & 'B' attached hereto.

To the west (across Booth Road), the site is surrounded by a fully developed low and medium density residential neighbourhood. To the north, east and south the property is surrounded by vacant land, with the exception being a church on a lot created from a severance at the northwest corner of the subject property.

Proposal

The Applicant is seeking Draft Approval of Phase II of the Trillium Woods Plan of Subdivision (70 Lots) in order to permit the residential development of the property for single detached dwellings.

Background

The subject property has previously undergone a full planning process as it was subject to an Official Plan and Zoning By-law amendment in 2004. The subject property was previously designated "General Industry" and zoned for industrial purposes. The site consists of various areas of Provincially Significant Wetland (PSW) (Parks Creek Wetland Complex).

Between the previous Planning Act applications and the current Plan of Subdivision application, the Provincial Policy Statement was updated. As provided for in the transition provisions, any Planning Act application received after the new the PPS (2005) came into effect must be reviewed under the new PPS.

During the review of the previous planning applications in 2004, the PPS 1997 required Planning Act applications to "have regard to" provincial policy contained in the PPS. This standard changed under the new PPS, passed in March 2005. Any planning application received after this date is required to "be consistent with" provincial policy contained in the PPS.

With respect to the current Plan of Subdivision application, the implications of this change in standards between the 1997 and 2005 versions of the PPS largely relate to Provincially Significant Wetlands (PSW).

Under the 1997 PPS, the applicant was permitted to develop within the PSW providing there was no negative impacts on the natural features or on the ecological functions for which the area is identified. The applicant completed various studies including a "*Full Site Impact Assessment (1999)*", "*An Analysis of the Natural Features and Ecological Functions of the Parks Creek Wetland (1999)*", a "*Scoped Site Environmental Impact Study (2005)*", and an "*Archeological and heritage Impact Assessment (2005)*" to show no net negative impact. Based on the Studies completed and the policies in place under the 1997 PPS, the Official Plan Amendment and Zoning By-law Amendment were approved.

At the time of the Official Plan Amendment and Zoning By-law Amendment the applicant did not apply for a Plan of Subdivision.

Draft Approval and Final Approval of Phase I (28 Lots) of the Trillium Woods Plan of Subdivision was granted in 2009 and 2010 respectively. The approved Draft Plan of Subdivision represented the first phase of a larger subdivision development proposed for the site (Schedule 'B' attached). No portion of this first phase of development fell within the PSW or its adjacent lands.

The Applicant is now seeking Draft Approval of a Plan of Subdivision for 70 Lots, representing Phase II of the Trillium Woods Subdivision on Brookland Drive, Trillium Drive & Turner Drive in the City of North Bay in order to permit the full residential development of the property legally described as Concession 16, Part of Lot 37 in the former Township of West Ferris. A portion of the Phase II Subdivision Application is located within and adjacent to Provincially Significant Wetland.

This new *Planning Act* application must be reviewed under the policies of today, which include the *Northern Growth Plan* (GPNO) and the 2005 version of the *Provincial Policy Statement* (PPS 2005).

Provincial Policy

The Provincial Policy Statement was updated in 2005 and the Northern Growth Plan was introduced in 2010. All *Planning Act* applications must be consistent with the PPS and conform to the GPNO

This proposal has been reviewed in the context of the Provincial Policy Statement 2005 (PPS 2005). The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development.

Section 1.0 of the PPS, Building Strong Communities, provides for a wide variety of policies relating to wisely managing change and promoting efficient land use and development patterns. Section 1.1.3.3 states that: "*Planning authorities shall identify and promote opportunities for intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including Brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs*".

The subject property has access to existing municipal services as encouraged by Sections 1.6.2 and 1.6.4.2 of the PPS. The property is surrounded by various forms of low and medium density residential developments. The proposed development of seventy (70) single detached dwelling residential lots will maintain the existing character of the neighbourhood.

Since the original approval of the Official Plan and Zoning By-law amendments in 2004, the Natural Heritage Protection Line, which is identified as Section 5.0, Figure 1 in the PPS 2005, and attached as Schedule 'C' hereto, was modified.

As a result, new and more stringent policies were established for ecoregions 5E, 6E and 7E and the following policies now apply:

2.1.3 Development and site alteration shall not be permitted in:

- a. significant habitat of endangered species and threatened species;*
- b. significant wetlands in Ecoregions 5E, 6E and 7E; and*
- c. significant coastal wetlands.*

2.1.6 Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.3, 2.1.4 and 2.1.5 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions."

The City of North Bay is located in Ecoregion 5E and the subject lands contain significant wetlands.

Although the subject property previously received an Official Plan Amendment and Zoning By-law Amendment for the purpose of future residential development, the Plan of Subdivision Application for Phase I and II were not received until 2009 and 2011 respectively. Phase I was located outside of the area impacted by PSW and was subsequently approved in 2010. As a result, the applications are required to be reviewed under the current PPS; in my opinion the proposed Phase II Plan of Subdivision Application is not consistent with the Provincial Policy Statement 2005.

The Growth Plan for Northern Ontario was introduced on March 3rd, 2011 and all Planning Act Applications must now be evaluated with consideration to this plan.

The GPNO is broad in scope and is aimed at shaping development and land use in Northern Ontario over the next 25 years. It outlines strategies that deal with economic development, transportation / infrastructure, education, community planning, the environment and the native rights of aboriginal peoples.

With respect to the implementation of the GPNO, the Plan sets out that if there is a conflict between the GPNO and the PPS, the GPNO prevails. The exception is where there is a conflict relating to the natural environment or human health, in which case the direction that provides more protection to the natural environment or human health prevails.

In the case of this application, although supported by the GPNO, the PPS provides the greater protection to the natural environment and therefore prevails with respect to the Provincially Significant Wetland.

Official Plan

The subject property is designated 'Residential' in the City of North Bay's Official Plan.

The residential policies contained in Section 2.2 of the Official plan identify that in “low density residential areas, the intent of this Plan is to provide for accommodation in relatively small buildings, in dwelling units generally suitable for families with children. In this regard, the dwelling types considered appropriate generally involve low profile buildings having an external access and outdoor privacy areas associated with each dwelling unit. The City shall ensure that the amenity of such areas are preserved, and that different types of structures shall be mutually compatible. Dwelling units considered suitable in such low density areas are:

- a) single detached and semi-detached dwellings;
- b) duplexes, triplexes;
- c) rooming houses, boarding houses; and
- d) maisonettes, townhouses, & low profile apartments”.

The proposed Trillium Woods Phase II Draft Plan of Subdivision would permit the development of a seventy (70) lot residential subdivision along the easterly side of Booth Road. The subject property is adjacent to a newly developed residential subdivision (Trillium Woods, Phase I) and is in close proximity to other low and medium density residential subdivisions constructed along the westerly side of Booth Road.

The proposed Draft Plan Subdivision complies with the residential policies contained within Section 2.2 of the Official Plan.

Zoning By-law No. 28-80

The subject property is currently zoned “Residential Third Density (R3)” and “Floodplain and Erosion Special Zone (O2 Sp.)”.

The “Residential Third Density (R3)” zone permits the following uses:

- single detached dwelling;
- semi-detached dwelling;
- duplex dwelling;
- accessory home based business;
- parks, playgrounds and non-profit uses; and
- institutional uses

The “Floodplain and Erosion Special Zone (O2 Sp.)” permits the following uses:

- public and/or private parks;
- structural works of approved design for flood or erosion and sedimentation control

The Natural Hazards on the subject lands are identified in the City of North Bay’s Zoning By-law No. 28-80 as a “Floodplain and Erosion (O2)” zone. Prior to altering the boundary of the “O2” zone, the NBMCA shall be satisfied that all lands that are subject to Natural Hazards are identified. The special component of the O2 zone limits the permitted uses on the property, as recommended by the North Bay-Mattawa Conservation Authority in its 2004 review.

The proposed Plan of Subdivision meets the regulations of the City’s Zoning By-law.

Considerations

This proposal has previously undergone a full planning process as it was subject to an Official Plan and Zoning By-law Amendment in 2004 and to a final approval of a Plan of Subdivision (Trillium Woods, Phase I – 28 Lots) in 2010.

The current application for Draft Approval of Phase II of the Trillium Woods Subdivision, representing 70 Lots, was circulated to property owners within 120 meters (400 feet) of the subject lands, as well as to several municipal departments and other agencies that may have an interest in this matter.

In terms of the correspondence received the Engineering Department, Public Works Department, Economic Development Department, Building Department, Ministry of Transportation, Hydro One, Parks, Recreation & Leisure Services and the Fire Department offered no objection to the proposal.

The Applicant previously dedicated and transferred to the City of North Bay parkland in the form of Blocks 30 to 32 to accommodate the extension of the Kate Pace Way trail system. In addition to this, the Applicant transferred Block 29 to the City for a small neighbourhood park. Municipal services have been brought to the property line (Block 29) at the owner's expense as part of the conditions in the final approval of Phase 1 of the Trillium Woods Plan of Subdivision.

Canada Post offered the following comments: *"Canada Post has reviewed the proposal for the above noted plan and has determined that the area will be serviced by centralized mail delivery provided through Community Mail Boxes. The Owner/Developer further agrees to work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations, which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision, to install a concrete pad in accordance with the requirements of, and in locations to be approved by, Canada Post to facilitate the placement of the Community Mail Boxes, to identify the pads above on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of the subdivision. Curb depression will be required if not a roll over curb. These pads are to be installed 3 meters from any fire hydrant or a transformer."*

The North Bay-Mattawa Conservation Authority indicated: *"that the above-noted property is within an area regulated by the North Bay-Mattawa Conservation Authority under Ontario Regulation 162/90. This regulation is pursuant to Section 28 of the Conservation Authorities Act. It is required that the property owner obtain a Fill, Construction & Alteration to Waterway Permit prior to undertaking any site alteration activities and/or any construction or renovation work on the subject property. Site alteration activities include the placement or removal of fill material of any kind and/or the alteration of existing grades on the subject property. As you are aware the proposed development is within the Provincially Significant Parks Creek Wetland Complex, and in the adjacent lands (120 meter buffer)."*

The comments from the North Bay-Mattawa Conservation Authority and the information related to the Provincial Policy Statement regarding Provincially Significant Wetlands have been shared and discussed with the applicant.

Summary

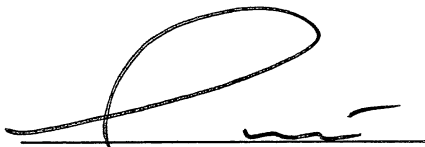
The subject property previously went through a Planning review for an Official Plan Amendment and Zoning By-law Amendment in 2004. Although residential uses were contemplated on the site through this amendment, the Subdivision Applications for the development of the property were not received until 2009 (Phase I) and 2011 (Phase II).

Phase I of the Subdivision was given final approval in 2010 as no part of the development was within the PSW or its adjacent lands. As discussed throughout this report, the Phase II development currently under consideration is partially located within the Parks Creek Wetland Complex and its adjacent lands. The Provincial Policy Statement 2005 does not permit development within a PSW.

The PPS is issued under Section 3 of the Planning act. Section 3(5) of the Planning Act requires that "a decision of the council of a municipality, a local board, planning board or a minister of the Crown and a ministry, board, commission or agency of the government, including the Municipal Board... (a) shall be consistent with the policy statement..."

Given the above considerations, it is my professional opinion that the Phase II Plan of Subdivision Application for Trillium Woods is not consistent with the Provincial Policy Statement 2005 and should not be approved.

Respectfully Submitted,

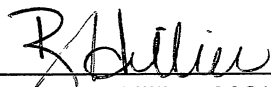


Steve McArthur, MCIP, RPP
Senior Planner, Current Operations

SM/BH
attach.

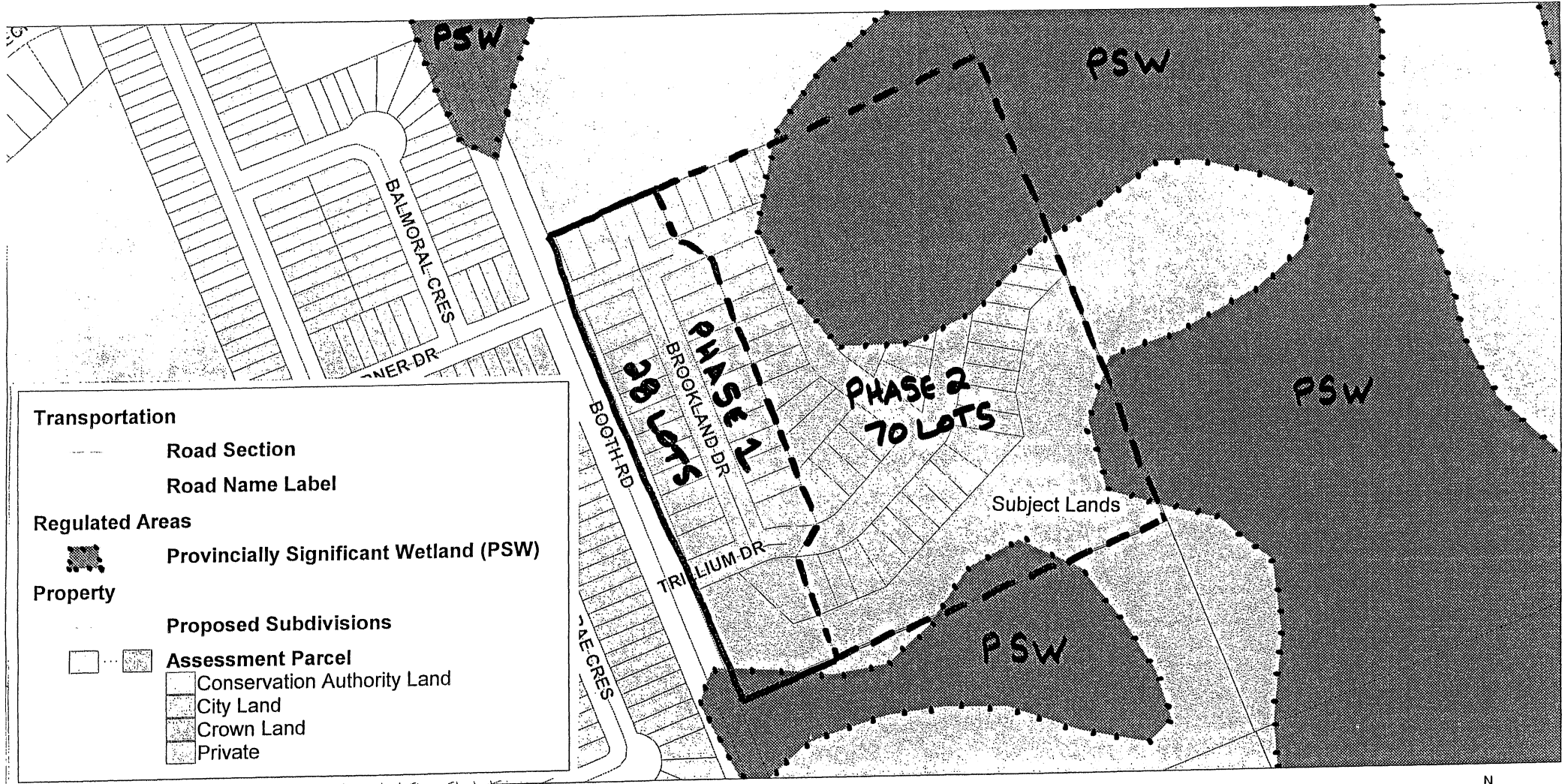
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I concur with the recommendations contained in this report.

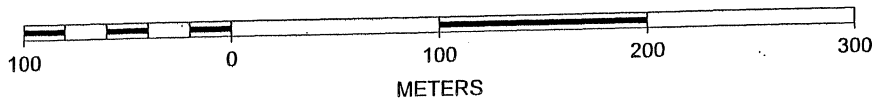


Beverley Hillier, MCIP, RPP
Manager, Planning Services

SCHEDULE A



SCALE 1 : 3,690



SCHEDULE B

DRAFT PLAN OF SUBDIVISION FOR
PART OF LOT 37
CONCESSION 16
TOWNSHIP OF WEST FERRIS
NOW IN THE
CITY OF NORTH BAY
DISTRICT OF NIPISSING

0m 25m 50m
SCALE 1 : 750

METRIC

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

BEARING NOTE

BEARINGS ARE ASSUMED AND DERIVED FROM THE NORTHERLY LIMIT OF PART 1 DEPOSITED PLAN 36R-12363 HAVING AN ASTROMONIC COURSE OF N69°05'50"E.

LAND USE ANALYSIS

LOT OR BLOCK	INTENDED USE	No. OF UNITS	AREA (HECTARES)
LOTS 1 TO 70	RESIDENTIAL	70	3.8262 HA
BLOCK 71	0.3m RESERVE	1	0.0008 HA
STREETS	STREETS	3	1.3415 HA
PARK	PARK	1	1.7744 HA
	TOTAL		6.9427 HA

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51 (17) OF THE ONTARIO PLANNING ACT

- (A) AS CERTIFIED ON THE FACE OF THE PLAN
- (B) AS SHOWN ON THE FACE OF THE PLAN
- (C) AS SHOWN ON THE FACE OF THE PLAN
- (D) THE PURPOSE FOR WHICH THE LOTS ARE TO BE USED ARE LISTED IN THE LAND USE ANALYSIS.
- (E) THE EXISTING USES OF THE ADJOINING PROPERTIES ARE:
NORTH - VACANT LANDS AND RESIDENTIAL RM2
EAST - LIGHT INDUSTRIAL LANDS
SOUTH - WETLAND AND RESIDENTIAL R3
WEST - RESIDENTIAL R3
- (F) AS SHOWN ON THE FACE OF THE PLAN
- (G) AS SHOWN ON THE FACE OF THE PLAN
- (H) MUNICIPALLY OWNED AND OPERATED PIPED WATER SYSTEM
- (I) THE NATURE AND POROSITY OF THE SOIL IS SANDY LOAM
- (J) 1.5 METRE CONTOUR INTERVALS SHOWN ON THE FACE OF THE PLAN
- (K) THE MUNICIPAL SERVICES TO BE AVAILABLE TO THE LANDS ARE:
EMERGENCY SERVICES - POLICE, FIRE, AMBULANCE
MUNICIPAL SERVICES - PIPED WATER, PIPED SANITARY, TRANSIT, GARBAGE,
RECYCLING, ROAD MAINTENANCE, SCHOOL BUSING, SNOW REMOVAL
PUBLIC SERVICES - GAS, ELECTRICITY, TELEPHONE, CABLE, INTERNET
- (L) THERE ARE NO EASEMENTS AFFECTING THE PROPERTY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJOINING LANDS ARE CORRECTLY SHOWN.

NORTH BAY, ONTARIO
MARCH 23, 2011

R.D. MILLER
ONTARIO LAND SURVEYOR
FOR MILLER & URSO SURVEYING INC.

OWNER'S CERTIFICATE

I HEREBY CONSENT TO THE FILING OF THIS DRAFT PLAN FOR DRAFT APPROVAL.

NORTH BAY, ONTARIO
MARCH 16, 2011

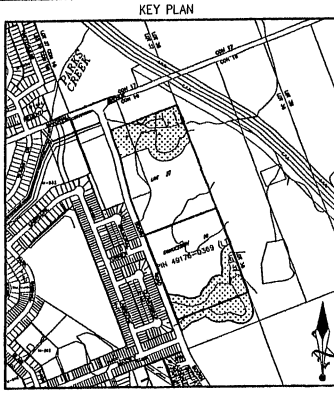
873342 ONTARIO INC.
KEN JACKSON - SECRETARY
I HAVE THE AUTHORITY TO BIND THE CORPORATION
REGISTERED OWNER OF
PIN 49176-0369 (LT)

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

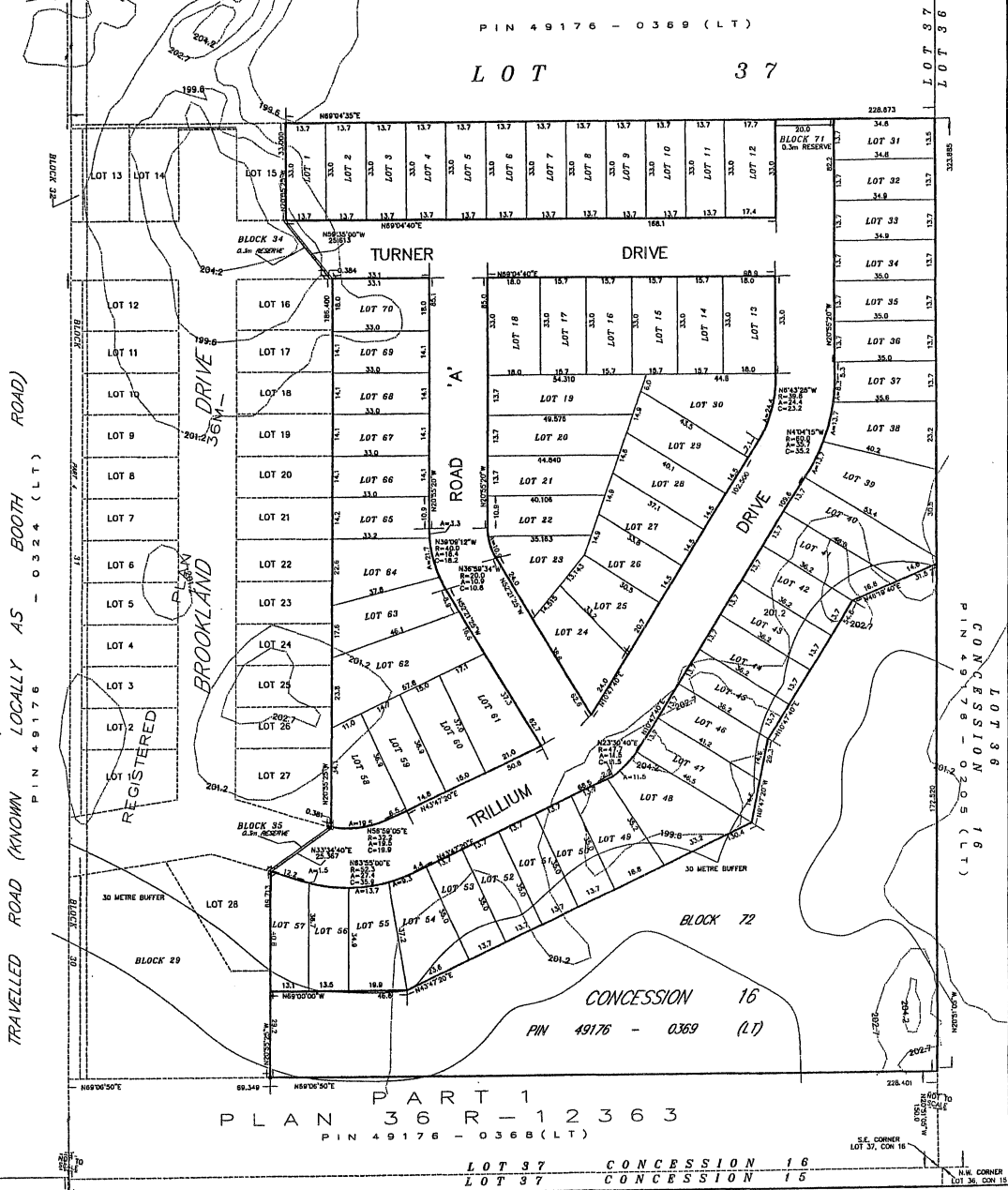
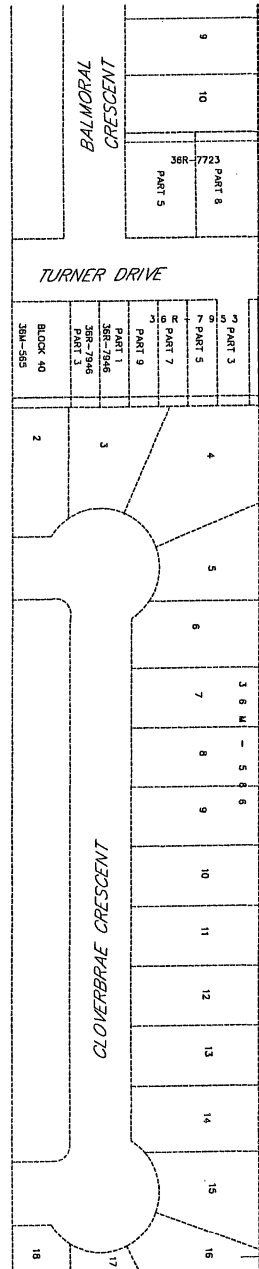
1501 SEMOUR STREET, NORTH BAY, ON P1B 8C4

Tel: (709) 674-1210
Fax: (709) 674-1703

BRAND: AEC
CHECKED BY: BJA/MJD
NO. 3045



KEY PLAN NOT TO SCALE



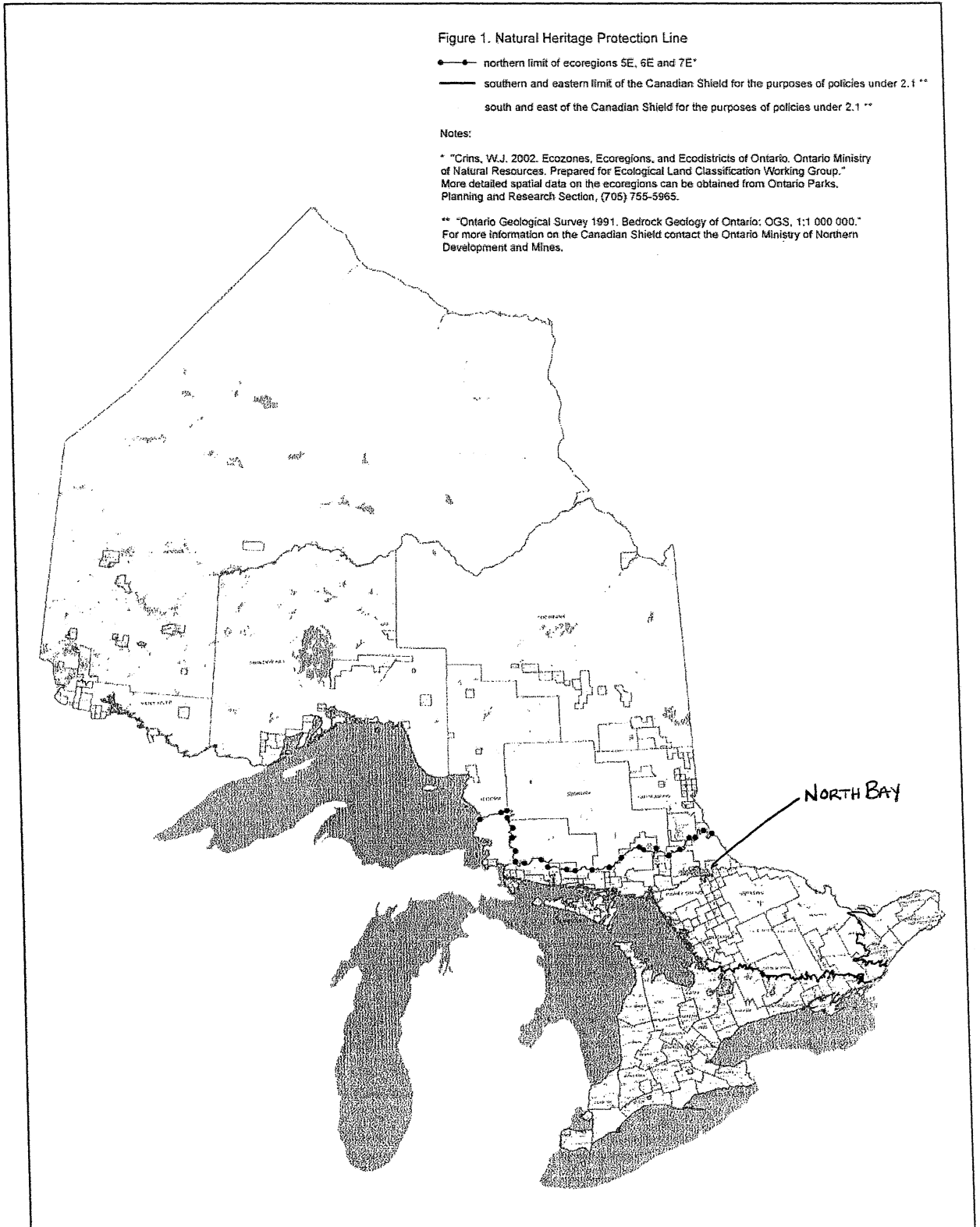
PART 1
PLAN 36R-12363
PIN 49176-0368 (LT)

PIN 49176 - 0369 (LT)
LOT 37

LOT 37 CONCESSION 16
LOT 37 CONCESSION 16

SCHEDULE C

5.0 Figure 1



CITY OF NORTH BAY
REPORT TO COUNCIL

#4
CITY OF NORTH BAY
JUL 27 2011
Date: July 25, 2011

Report No: CSBU 2011 - 79

Originator: Dorothy Carvell, Transit Manager

Subject: North Highway Bus Route – Petition for Service

RECOMMENDATION

That Council not implement Transit and Taxi services beyond the Bay Truck Stop.

BACKGROUND

The Transit Department has received a petition, copy attached, from North Hwy residents to reinstate transportation service either in the form of bus service or cab service. A cab service is currently provided to the Hornell Heights and Peninsula Rd areas. Those customers using the Cab service currently pay \$5.00 per person cab fare plus the Transit fare upon boarding. Transit pays the remaining cab fare. In 2010 Transit budgeted \$ 3,000 for the Cab Service. Historically, the Cab Fare budget was as high as \$40,000 in 2002. Gradually, through budget discussions, the frequency for cab requests was reduced and changes were made to the cab fare payment structure. Transit was able to reduce the Cab fare costs.

During the Community Services Committee 2011 Budget Meeting the issue of discontinuing the North Highway bus route was discussed given the scheduled closure of the NEMHC on February 01, 2011. The Committee requested a report be submitted in January for Council consideration. Reports to Council, CSBU 2011-04 and CSBU 2011-5 speak to the discontinuation of service on the North Highway route beyond the Bay Truck Stop.

An adjustment period, to the end of April, was provided for the North Highway residents. The Hospital closed on February 1, 2011, bus service, 4 times per day, continued until April 30th. The Transit Department compiled ridership numbers for the months of February, March and April of 2011. Total ridership statistics, for the three months, indicate 502 boarding's between the Bay Truck Stop and the Parkwood Villa Trailer Park and 63 boardings at the Parkwood Villa Trailer Park.

Month	Boardings – 4 trips per day	
	Bay Truck Stop to old Hospital site to Bay Truck Stop	Point between Old Hospital site to Trailer Park
February	143	11
March	159	27
April	200	25
Total	502	63

The above chart indicates the number of one-way boarding's and not the amount of revenue generated given Transit's different passes and fare structures. It can be generally assumed passengers normally utilize the service to their destination and then to return home.

With the current average transit fare of \$1.55 per boarding and 565 total boardings, the estimated revenue for the three months was \$876 or \$3,503 annually. Based on the assumption passengers use the service both ways these numbers would be \$1,752 and \$7,006 respectively.

In preparation for the 2011 Operating Budget, Staff reviewed the option of providing taxi service to customers that live between the Bay Truck Stop and the Parkwood Trailer Park, similar to the Peninsula Road and Hornell Heights cab service areas. With the estimated 2010 survey counts, the gross annual cost of this service was projected at \$65,400. This is with the assumption these passengers would require the cab in both directions.

Taking into consideration the new survey count above and the new quotes received from two cab companies, the gross projected cost is \$54,256 and the net projected cost to provide the cab service is \$24,650. This assumes passengers will pay \$5.00 for the taxi service plus the Transit fare. The quotes received for the cab service were \$9.00 to Besserer Rd., \$13.00 to old Hospital Site (Roy Drive), \$20.00 to the Trailer Park. These quotes are for a one way trip. The average cost of \$11.00 per trip was used to estimate points between the Bay Truck Stop and the Trailer Park.

The estimated vehicle cost to provide bus service, 4 trips per day between the Bay Truck stop and the Trailer Park is \$45,078. Reinstating Transit services to the North Highway would impact service to the Education Campus and Hospital unless service levels were expanded.

OPTIONS

Option 1

That Council not implement Transit services beyond the Bay Truck Stop.

Option 2

Re-instate service to the North Highway route.

To re-instate service to the North Highway route has financial implications whether the service be in the manner of bus routing or cab service. Past surveys from 2009, 2010 and 2011 have shown that ridership is minimal. As indicated in the recent survey, total ridership beyond the Bay Truck Stop is 565 passengers in three months. This translates into approximately 6 passengers per day. Providing the service is not a cost effective use of Transit resources.

Option 3

Implement the taxi service between the Trailer Park and Bay Truck Stop at an estimated net cost of \$24,650.

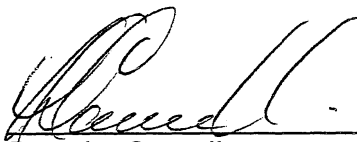
This option would increase Transit operating costs. Presently, with the 2010/11 Provincial Gas Tax allocation of \$1.03 M, the City will have some \$264,405 in reserve. City Council could elect to allocate funds from this reserve to pay for this service. The City has consistently utilized the annual Gas Tax allocation to offset ongoing capital and operating expenses. A review is being undertaken at this time. Since the introduction of the Gas Tax, except for the construction of the Transit Terminal the City has avoided utilizing these to expand service or on going operating costs. Gas Tax funding is allocated to Municipalities on a yearly basis and is not guaranteed.

RECOMMENDED OPTION

Option 1

That Council not implement Transit or Taxi services beyond the Bay Truck Stop.

Respectfully submitted,

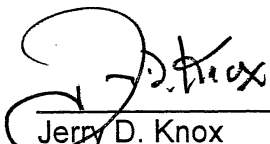


Dorothy Carvell
Transit Manager

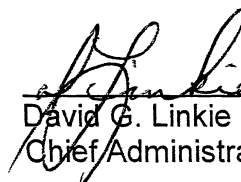
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We concur with this report and recommendations.



Jerry D. Knox
Managing Director, Community Services



David G. Linkie
Chief Administrative Officer

Attention:

Cathy Conrad

Thank you -

From all

City of North Bay
Council Members,

June 19

RECEIVED
CITY OF NORTH BAY

JUN 22 2011

CLERK'S DEPT.

On behalf of the citizens, property owners, and residents of the North Bay North Highway Areas, I would like to send you this petition and plea, to give special attention to our urgent and neglectful transportation needs.

We understand the Psychiatric Hospital has been moved for very important funding reasons, also heliport training grounds have been closed, but the fact remains that; as tax payers within the City of North Bay we require at least the minimum transportation services i.e. bus, cab, ... twice a day.

Example the Parkwood Villa has 50 units, retired, low income as well as young families that have teenagers that require desperately these services.

for all of the North Hwy Residents,
Such as everyday life needs such
as food, doctor's appointments,
prescription pick ups, therapy visits,
after school jobs for the younger
people,.....

As the citizens of North Bay North
Highway, we have been left literally
stranded oversight (because of the
charges) after years of excellent service
from the City.

We believe this urgent problem
should be a priority issue to bring
to the table at the nearest council
meeting of this beautiful City we
live in.

Sincerely

The North Bay North Highway
Community Residents.

14

North Bay Transit complaint petition
For route # 6 North Hwy

NAME	ADDRESS	NUMBER
Horaine Boulanger	5887 Hwy 11N #3	705-472-0979
Frank Johnson	5887 Hwy 11N #3	705-358-4377
Kim Currington	5887 Hwy 11N #34A	705-476-5864
Nicole Denis	5887 Hwy 11N #34B	705-474-7617
Jeannette Mayotte	5887 Hwy 11N #5	705-497-304
Luke Robins	545 MacNamara	705-476-586
Rory Francon	20-5887 HWY 11N	
Estelle Marin	5887 HWY 11N	705-495-854
Charles Cocture	5887 HWY 11N #2	705-495-854
Ondre Marlowe	2100 Cooks Mill Rd	705-495-6156
Stephen Hill	5887 Hwy 11N #1	705-358-4613
Ralph Anderson	5887 Hwy 11N #1	705-358-4640
Joan Alkerson	5887 " " N 34C	705-495-1528
Pat Shuler	5887 " " 33	705-497-3068
	" " " "	" " " "
Bill Marshall		
Wes James	5887 Hwy 11N	705-495-0489
Lund James	" " " "	705-495-0489
Linda Shorside	5887 HWY 11N	705-494-8721
Claud Beachy	5887 Hwy 11N 29	705-498-1162
Wes James	5887 Hwy 11N 29	705-498-1162
Jeane Middlebrook	" "	" "
Don Fink	400 Cooks	705-497-1622

- Shirley Sumner 5887 Hwy 11 N #28
705 A74 0780
- Bernice Davis 5887-Hwy 11 N 497-3019
- Randy Levesque 5887-Hwy N 705-476-8951
- Cindy Lynn Taylor #26-5887-Hwy 11 N- 705-358-6372
- LUCILLE CARRVEAU 11-5887 Hwy 11 N 705-497-3054
- Natalia Bellefeuille 843 Cedar St. N. Bay Ont. PIB 6P9
- Sally Doreville 15-5887 Hwy 11 N. N Bay Ont
- 410 ULLA 13-5887 Hwy 11 N 402-2537
- David Peare 16-5887 Hwy 11 N. 472-9541
- Holly Sacke 18-5887 Hwy 11 North Bay PIB 863
- Ken Stott 18-5887 " " " "
- Jim A. Leguin 41-5887 Hwy 11 N. PIB 863 497-9257
- DAVE CLARKE 40-5887 Hwy 11 N PIB-863 494-9197
- MORRIS MITCHELL 38-5887 Hwy 11 N PIB 863 497-8618
- PATRICIA MITCHELL 38-5887 Hwy 11 N PIB 863 497-8618
- John Baldwin 39-5887 Hwy 11 PIB 863
- Beth Rodden 39-5887 Hwy 11 PIB 863
- Joseph P. Desrosiers 37-5887 Hwy PIB 863 495-8858
- Sheila Clabb 36-5887 Hwy 11 PIB 863 497-3990

500

David Carrington	5887 Hwy 11 N 34A	705-476-5864
Robert Lafave	5887 Hwy 11 North 10	705-475-0305
Paul O'Connor	5377 " "	705-497-1775
Paul Deslaurier	5381 Hwy 11 N	705-497-3166
Paul Deslaurier	5381 Hwy 11 N	705-477-6556
Shelley Deslaurier	5381 Hwy 11	705-958-3754
Justin	" "	" "
B. Holmes	5091 Hwy 11	705-475-6377
R. Wilson	5091 Hwy 11	705-845-6553
Arthur	5091 Hwy 11	705-846-3866
Bonford	4983 "	497-3011
Karine	4983 "	497-3011
Scrimgeour D	4955 Hwy 11 N	497-0572
Scrimgeour R.	" " "	" "
Vaillancourt C.	4927 Hwy 11 N	
Barbe T.	568 Roy DR	477-1768
D. POETA	564 ROY DR	705-472-1611
McCurry	470 Roy DR	705 497-3021
Ruth Aubin	690 Cooks Mill Rd.	705-497-3081
Jill Aubin	690 Cooks Mill Rd	705-497-3081
Sophie Gibn	260 Cooks mill rd	705 845 8936
erik Ben	260 Cooks mill rd.	705 493 2425
Mathieu Pilon	260 Cook mill rd	705 494-5456
Chad Tessier	259 Princess St	705 491-1605

OK

Henry P. Lora	100 CEDAR HEIGHTS	494-0297
MARC Pilon	" " "	494-0297
René V. G. and J.		
Patricia Cate	4817 Hwy 11 N	499-5859
Stella Fawcett	4817 Hwy 11 N	492-8539
Malcolm Bush	4421 Hwy 11 N	476-0134
Pallavi Dholakia	4335 Hwy 11 N	497-3140
RUTH WRIGHT	4360 Hwy 11 N	497-3182
EDWARD WRIGHT	4360 Hwy 11 N	497-3182
Bruce Wright	4360 Hwy 11 N	497-3187
J+S STRONG	4271 Hwy 11, North	497-0018
Kenneth Budell	4225 Hwy 11, North	476-7929
Kristal Rook	63 Sunshine Lane	499-5320
FRANK REGAN	26 Sunshine Lane	497-3126
Phyllis Regan	26 Sunshine Lane	497-3126
Corey Regan	40 Berkley Blvd	476-0506
WARREN CAMPBELL	21 SUNSHINE LANE	497-3139
Mick	13 Gregory drive	497-3124
Carin Sulbin	13 Gregory drive	497-3124
Mathy Dimeau	2 Gregory Drive	499-5812
John Pigeon	1 Besserer Road	477-2546
Mary Pigeon	1 Besserer Rd	474-7011
Dave Cresswell	39 Besserer Rd	497-3112
Rolande Vacher	58 Besserer Rd	497-3093
Yvonne Carmichael	72 Besserer Rd	497-3089
C. Laramie	86 Besserer Rd	497-3105
C. Swigny	546 COLLINS DR	476-1959
Jean C Swigny	546 COLLINS DR	476-1959
T. Colton	484 COLLINS DR	472-1921

KELLY HAWLEY 1919 INNES RD OTTAWA ONT.

LOU-ANNE PREVOST 3057 Hwy #11 N NB. ONT. 474-1280

Linda Walters 36057 Hwy #11 N NB ONT.

Miss Marie Mountainview N, BONT. 474-8411

Donald Mayotte 3671 Hwy 11 NB ON 494-8225

Cindy " " " " " "

Jeremy " " " " " "

North Bay Transit complaint petition
For route # 6 North Hwy

NAME	ADDRESS	NUMBER
Nicholas Mayotte	3671 Hwy 11 north	705 404 8225
SAM BATES	613 Anito	705 492 4309
Brendon Mantelet	115 Premier rd.	705 474 9237
Sebastian Hawth		705 358 4331
Jean-Luc Laugel		705-492 8105
Sheldon Bastaracke	3 Perut Place	705-475-8029
Nic Piquette	Cypress Court	705 - 477 - 8370
Michel Katan	Tabbott court	705 - 846 - 7653
Richard	233 Lebrish	705 472 - 1388
Melissa Belanger	38 Huron	705-358-1481
Eric Besner	2553 Northshore	705-476-8060
Natalie Villeneuve	9 Linden Lane	705 478 5769
Taylor Trudel	497 Madelon Dr.	1(705)492-3111
Justin Lefebvre	248 Rancier	(705) 495-2367

CITY OF NORTH BAY
REPORT TO COUNCIL

RECEIVED
CITY #5
JUL 27 2011
CLERK'S DEPT.

Report No. CSBU 2011-81

Date: July 27, 2011

Originator: Ian Kilgour

Subject: No Smoking at Steve Omischl Sports Complex

RECOMMENDATIONS

- 1) That smoking be prohibited anywhere on the grounds of the Steve Omischl Sports Complex including all fields, buildings, parking lots and all other passive recreational areas within the park boundaries and that Parks By-law No. 35-96 be amended to this effect; and
- 2) That Staff be directed to undertake a review of smoking at all City facilities in consultation with the Health Unit and report to Council regarding their findings.

BACKGROUND

Staff undertook training regarding maintenance and upkeep of the new synthetic turf for the Omischl complex. Staff was advised that no smoking should be undertaken in proximity to the synthetic field surfaces.

At the first public meeting regarding field user fees the topic of smoking at the Omischl sports complex was raised. It was unanimously expressed by the user groups in attendance that the Steve Omischl Sports Complex should be smoke free.

For the purposes of maintenance of the synthetic fields and the successful implementation of keeping any smoking activity away from the fields, it is necessary to prohibit within the park boundaries entirely. Otherwise enforcement will be very difficult.

The matter of smoking at sports fields anywhere in the City was raised at the meeting as well. Again there was unanimous support for a City wide ban of smoking in all parks. Staff advised those in attendance that the matter would be brought before Council for discussion.

OPTIONS / ANALYSIS

Option 1:

Do nothing. This is not recommended, as the synthetic turf fields will be put at risk from a maintenance perspective.

Option 2:


Proceed with both recommendations. This will protect the synthetic turf fields. This option will also provide information to Council to address the issue of whether smoking should be permitted in parks and beaches.

RECOMMENDATION

Option 2 is the recommended option:

-
- 1) That smoking be prohibited anywhere on the grounds of the Steve Omischl Sports Complex including all fields, buildings, parking lots and all other passive recreational areas within the park boundaries and that Parks By-law No. 35-96 be amended to this effect; and
 - 2) That Staff be directed to undertake a review of smoking at all City facilities in consultation with the Health Unit and report to Council regarding their findings.

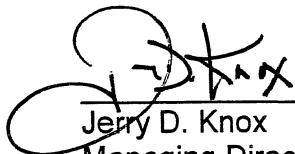
Respectfully submitted,




Ian G. Kilgour
Director, Parks Recreation & Leisure Services

IGK/dlb

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Jerry D. Knox
Managing Director, Community Services



David G. Linkie
Chief Administrative Officer

Persons designated for continuance: Director, Parks, Recreation & Leisure Services

#6

**RECEIVED
CITY OF NORTH BAY**

JUL 27 2011

CLERK'S DEPT.

**CITY OF NORTH BAY
REPORT TO COUNCIL**

Report No: CORP 2011- 131

July 11, 2011

Originator: Paul Valenti

Subject: Request for Proposal 2011-75, King's Landing Wharf Inspection

RECOMMENDATION:

That North Bay City Council approves the award of a contract to Engineered Management Systems in the amount of \$55,630.00 (HST not included) for the inspection of King's Landing and subsequent drawings, tendering, and contract administration for rehabilitation of the wharf.

BACKGROUND:

The King's Landing wharf continues to age. Wear on decking , sheet metal piling, concrete, and piers have become evident and require inspection to determine if repairs are required. As with other facilities, it is good practice to have inspections completed by competent engineers every five years.

The Scope of Work for this project will be divided in two phases. Phase One includes both above and below water inspections of the King's Landing wharf along with the City owned boat house on site. Subsequent to the inspection, the Contractor will provide a written report, photo log of areas of concern, and a 10-year capital forecast for maintenance of the wharf. At the completion of Phase One, the City will evaluate all submissions and determine whether to proceed with the next phase. Phase Two requires the Contractor to supply drawings, tender documents, work inspection, and contract administration for all necessary repairs.

The Request for Proposal was provided to three (3) companies and was posted on the City's web page in accordance with the City of North Bay Purchasing Policy. Three (3) tender packages were distributed directly to vendors. Tenders closed on July 6, 2011. One (1) tender was received. The tender was evaluated by the Director of Parks, Recreation & Leisure Services, Manager of Arenas and Facilities and the Purchasing Manager. The offer was compliant with the request. The result is as follows:

Engineered Management Systems	\$55,630.00
-------------------------------	-------------

The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. That North Bay City Council approves the award of a contract to Engineered Management Systems in the amount of \$55,630.00 (HST not included) for the inspection of King's Landing and subsequent drawings, tendering, and contract administration for necessary rehabilitation.
2. Do not award a contract. This option is not recommended. Choosing to cancel this project would not allow for the inspection of King's Landing and subsequent drawings, tendering, and contract administration for necessary rehabilitation.

RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended as follows:

That North Bay City Council approves the award of a contract to Engineered Management Systems in the amount of \$55,630.00 (HST not included) for the inspection of King's Landing and subsequent drawings, tendering, and contract administration for necessary rehabilitation.

An amount of \$250,000 has been allocated in the 2011 Community Services Capital Budget, Line No. 85, Project No. 6018MR Parks – King's Landing & Marina Rehab Program. By-Law No. 2011-34 was passed by City Council on March 7, 2011 authorizing the expenditure of \$250,000. The cost of this contract charged to Project No. 6018MR, not including HST, will be \$55,630.00. An amount of \$104,500 was budgeted in this project for King's Landing review and repair. As of the signing of this report, Project No. 6018MR has sufficient funds for this purchase.

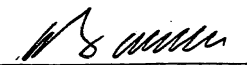
Respectfully submitted,




Paul Valenti
Manager of Purchasing

We concur in this report and recommendation.

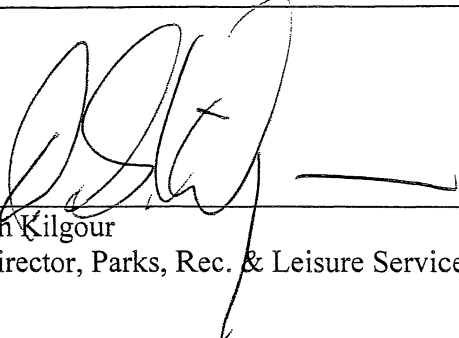
for:



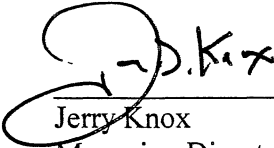
Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



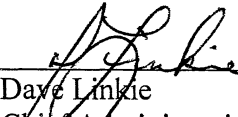
Margaret Karpenko, CMA
Chief Financial Officer / Treasurer



Ian Kilgour
Director, Parks, Rec. & Leisure Services



Jerry Knox
Managing Director, Community Services



Dave Linkie
Chief Administrative Officer

Persons designated for continuance:

Facilities & Parking Supervisor
Manager, Arenas & Facilities

City of North Bay
Report to Council

cn

#7

JUL 27 2011

CLERK'S DEPT.

Date: July 18, 2011

Report No: CSBU 2011 – 76

Originator: Steve McArthur, Senior Planner – Current Operations

Subject: Laneway Closure Application by Pauline and Edward Costante to Close a Portion of the Laneway in the Block Bounded by Douglas Street, Lorne Avenue, Galt Street & Lansdowne Avenue – (921 Douglas Street) City of North Bay

File No: L07/2011/LANEW/DOUGLAS/#2011-06

RECOMMENDATIONS

- 1) That the application by Pauline and Edward Costante to close a portion of the laneway in the block bounded by Douglas Street, Lorne Avenue, Galt Street & Lansdowne Avenue, legally described as Plan No. 32, abutting Lots 9 and 13-15, and as shown on the attached "Schedule A", be approved;
- 2) That the closure of the laneway be subject to the granting of any required easements; and
- 3) That the Chief Administrative Officer be authorized by Council to initiate normal closure procedures for the subject laneway.

BACKGROUND

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

ANALYSIS / OPTIONS

Attached, please find an application to close a portion of the laneway in the block bounded by Douglas Street, Lorne Avenue, Galt Street & Lansdowne Avenue, legally described as Plan No. 32, abutting Lots 9 and 13-15, adjacent to 921 Douglas Street and as shown on the attached "Schedule A".

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

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

We look forward to receipt of the draft documents for our review and approval prior to registration.”

- 7) Ministry of Transportation – no comment.
- 8) Union Gas – no comment.
- 9) North Bay Hydro – no comment.
- 10) Planning Services – *“The subject property is designated ‘Residential’ in the Official Plan and zoned ‘Residential Second Density (R2)’ in the City of North Bay’s Zoning By-law No. 28-80. Planning Services staff conducted a site visit in July of 2011 and has no objection to the proposed laneway closure.”*

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

The notice regarding the proposed closure was circulated to all of the property owners that abut the portion of laneway proposed to be closed. One of the property owners contacted Planning Services with respect to the proposed closure. The abutting owner of 926 Galt Street has expressed an interest in participating in this closure process.

It is recommended that the laneway be divided proportionally amongst the participating property owners, being Lots 9, Part Lot 14 and 15, as shown on Schedule ‘A’ attached hereto, as they have both expressed an interest in acquiring the portion of the laneway abutting their properties and are aware of their requirement to contribute proportionally in all costs associated with the proposed closure.

Option 1:

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

Option 2:

Close the laneway and transfer a portion to each abutting owner as shown on Schedule ‘A’ attached hereto. Each property owner was circulated regarding the proposed closure and some have expressed an interest in acquiring a portion of the laneway. They are all aware of their requirement to contribute proportionally in all costs associated with the proposed closure.


RECOMMENDED OPTION / FINANCIAL IMPLICATIONS

Option 2 is the recommended option.

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

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

Respectfully submitted,



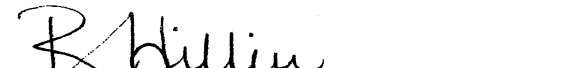
Steve McArthur, MCIP, RPP
Senior Planner – Current Operations

SM/dlb

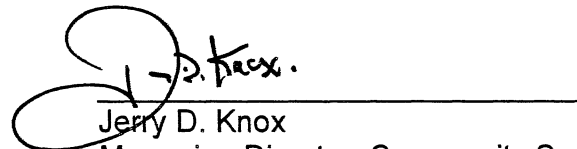
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attach(s) Schedule and Application

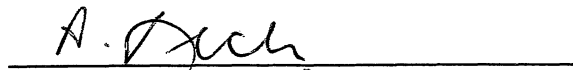
We concur with this report and recommendations.



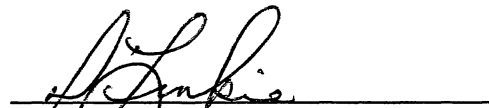
Beverley Hillier, MCIP, RPP
Manager, Planning Services



Jerry D. Knox
Managing Director, Community Services



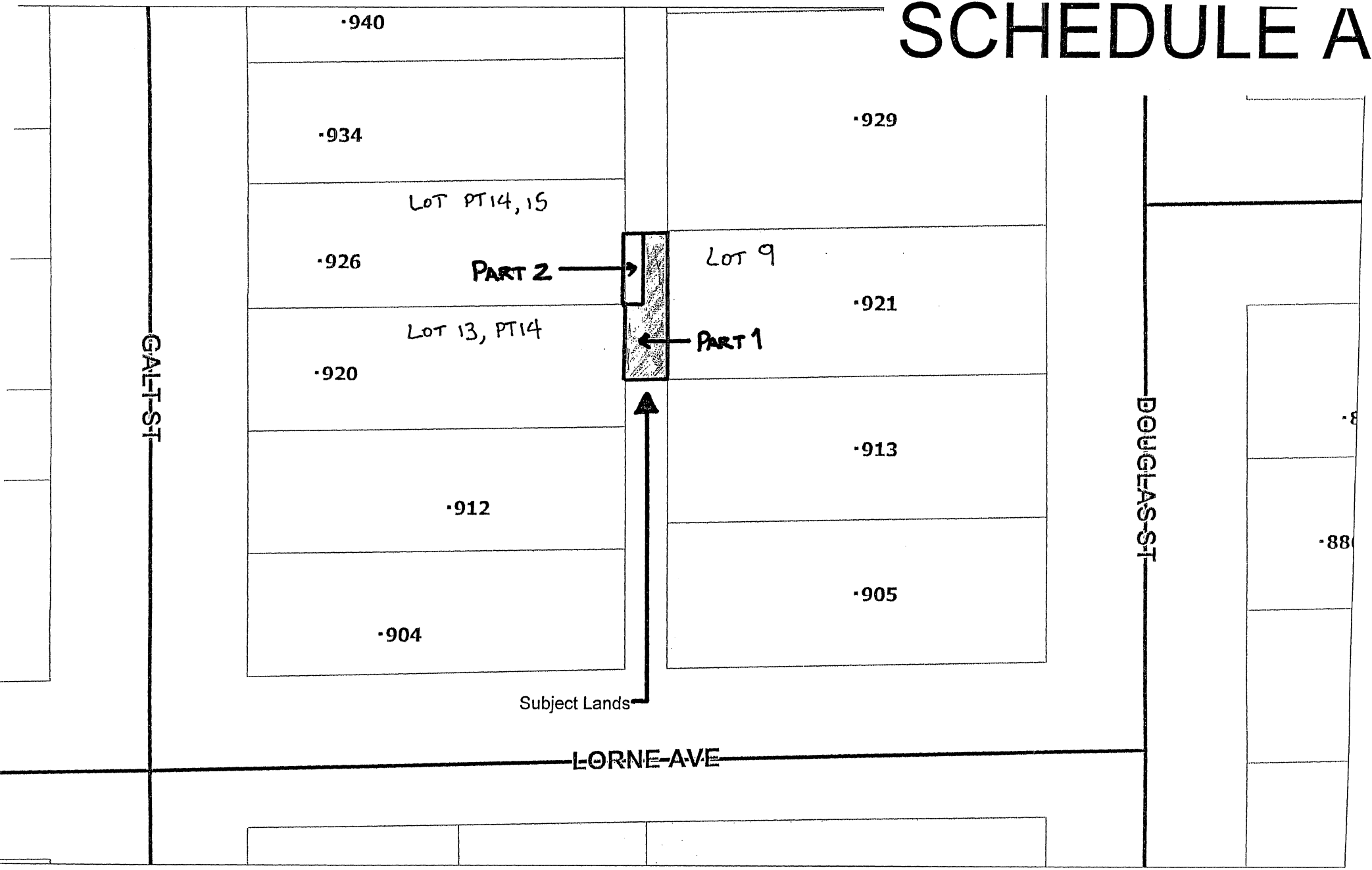
Peter Leckie
City Solicitor



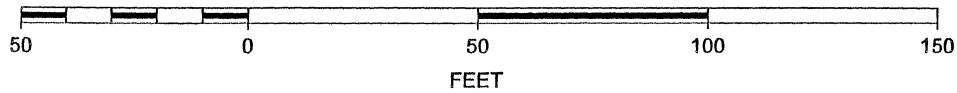
David G. Linkie
Chief Administrative Officer

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

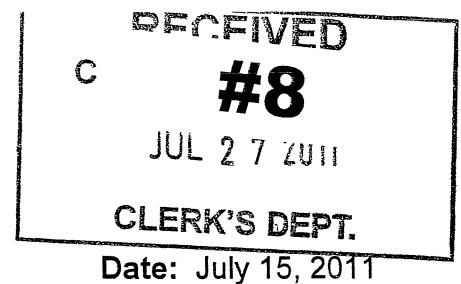
SCHEDULE A



SCALE 1 : 505



City of North Bay
Report to Council



Report No: CSBU 2011 – 75

Originator: Steve McArthur, Senior Planner – Current Operations.

Subject: Laneway Closure Application by Jocelyn and Janet Bouchard to Close a Portion of the Laneway in the Block Bounded by Beattie Street, Burns Street, Greenwood Avenue & Norwood Avenue – (312 Norwood Avenue) City of North Bay

File No: L07/2011/LANEW/NORWOODA/#2011-07

RECOMMENDATIONS

- 1) That the application by Jocelyn and Janet Bouchard to close a portion of the laneway in the block bounded by Beattie Street, Burns Street, Greenwood Avenue & Norwood Avenue, legally described as Plan No. 86, abutting Lots 115 to 120 and lots 192 and 193, adjacent to 312 Norwood Avenue and as shown on the attached "Schedule A", be approved;
- 2) That the closure of the laneway be subject to the granting of any required easements; and
- 3) That the Chief Administrative Officer be authorized by Council to initiate normal closure procedures for the subject laneway.

BACKGROUND

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

ANALYSIS / OPTIONS

Attached, please find an application to close a portion of the laneway in the block bounded by Beattie Street, Burns Street, Greenwood Avenue and Norwood Avenue, legally described as Plan No. 86, abutting Lots 115 to 120 and lots 192 and 193, and as shown on the attached "Schedule A".

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

- 1) City Solicitor – no comment.
- 2) Engineering Department – no objection.
- 3) Director, Parks, Recreation and Leisure Services - no comment.
- 4) Chief Fire Prevention Officer – no objection.
- 5) North Bay-Mattawa Conservation Authority – no objection.
- 6) Bell Canada – *"Upon review of the above noted laneway closure, it has been determined by our local Engineering Department, that Bell Canada requires a transfer of easement over that portion of laneway, in order to protect our existing facilities. Bell Canada kindly requests that the easement be granted from the City of North Bay prior to the transfer of these lands into private ownership."*

Please find enclosed the document that should be used for this transaction. We look forward to receipt of the draft documents for our review and approval prior to registration.”

- 7) Ministry of Transportation – no comment.
- 8) Union Gas – no comment.
- 9) North Bay Hydro – no comment.
- 10) Planning Services – *“The subject property is designated ‘Residential’ in the Official Plan and zoned ‘Residential First Density (R1)’ in the City of North Bay’s Zoning By-law No. 28-80. Planning Services staff conducted a site visit in July of 2011 and offer no objection to the proposed laneway closure.”*

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

The notice regarding the proposed closure was circulated to all of the property owners that abut the portion of laneway proposed to be closed. Some of the property owners contacted Planning Services with respect to the proposed closure. The abutting owners of 1007 & 1015 Beattie Street, and 307 Greenwood Avenue have expressed an interest in participating in this closure process.

It is recommended the laneway be divided proportionally amongst the participating property owners, being Lots 115 to 120 and lots 192 and 193 as shown on Schedule ‘A’ attached hereto, as they have all expressed an interest in acquiring the portion of the laneway abutting their properties and are aware of their requirement to contribute proportionally in all costs associated with the proposed closure.

Option 1:

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

Option 2:

Close the laneway and transfer a portion to each abutting owner as shown on Schedule ‘A’ attached hereto. Each property owner was circulated regarding the proposed closure and some have expressed an interest in acquiring a portion of the laneway. They are all aware of their requirement to contribute proportionally in all costs associated with the proposed closure.

RECOMMENDED OPTION / FINANCIAL IMPLICATIONS

Option 2 is the recommended option.

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

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

Respectfully submitted,



Steve McArthur, MCIP, RPP
Senior Planner – Current Operations

EA/dlb

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attach(s) Schedule and Application

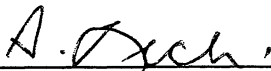
We concur with this report and recommendations.



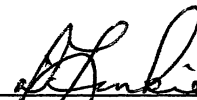
Beverley Hillier, MCIP, RPP
Manager, Planning Services



Jerry D. Knox
Managing Director, Community Services



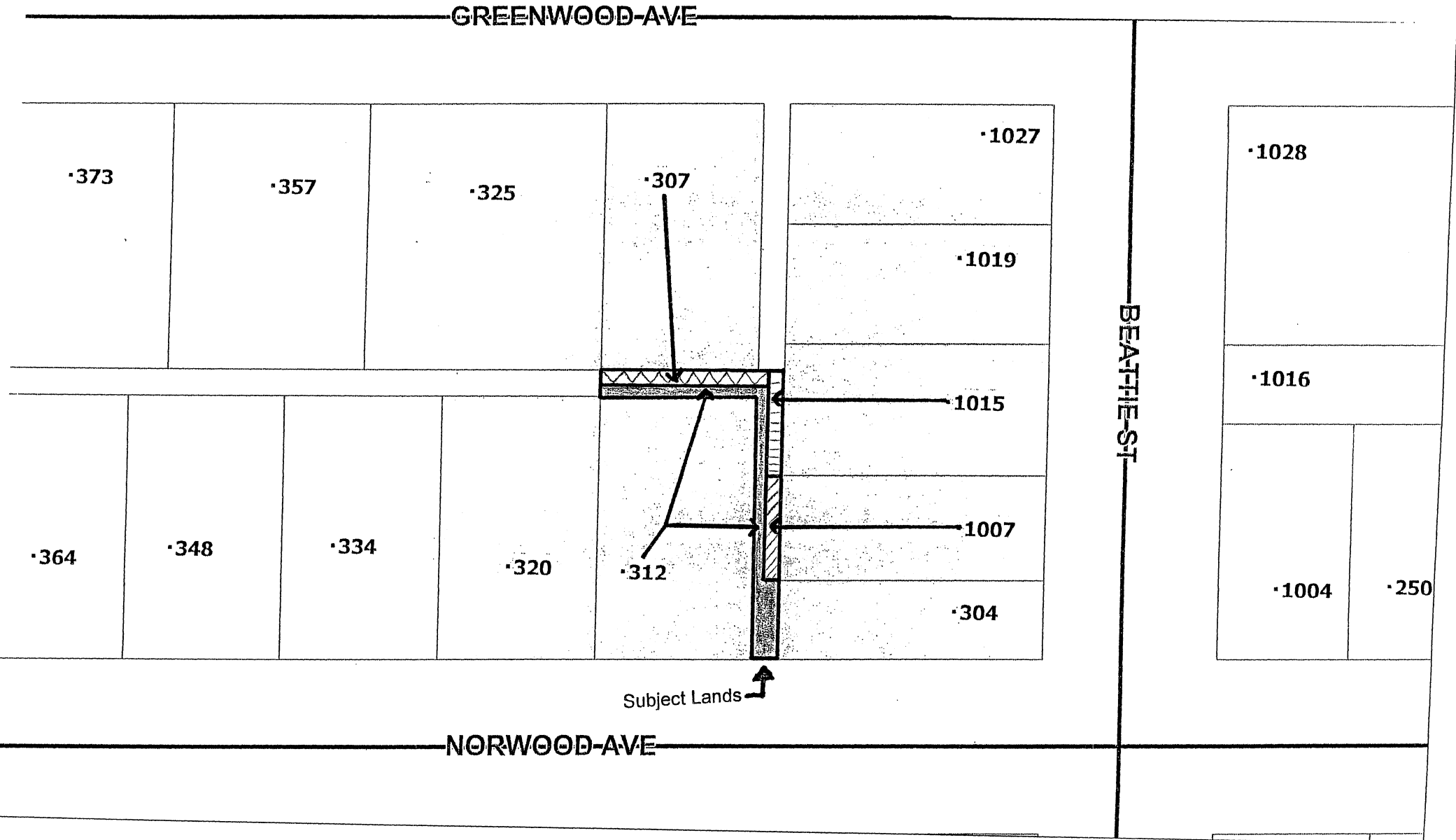
Peter Leckie
City Solicitor



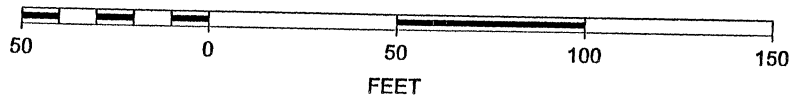
David G. Linkie
Chief Administrative Officer

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

SCHEDULE A



SCALE 1 : 617



REPORT TO COUNCIL

Report No: CSBU 2011 - 78

Date: July 25, 2011

Originator: Shawn Killins, Chief Building Official

Subject: Request for a Fence Variance to Fence By-law #2002-105, at 99 Tweedsmuir Drive

RECOMMENDATION

1. That Council denies the request for a variance to Fence By-Law #2002-105 to increase the height of a fence located in the rear yard from the permitted 6'-0" to 12'-9"; and
2. That Council approves the request for a variance to Fence By-law 2002-105 to construct a fence in the rear yard without the required 25% openings for passage of air and light.

BACKGROUND

On Monday August 16, 2010, Building Services received a complaint from Carol Coleman who resides at 99 Tweedsmuir Drive. The abutting property to the west and rear of Ms. Coleman's is 32 Huron Crescent. The complaint received alleged a row of large Lombardy poplar trees (approx. 14) located on the abutting property posed a danger to Ms. Coleman and falling limbs had caused property damage to the swimming pool as well.

The City's Property Standards By-law 1999-06, Article 3.1.1. Sentence 3, prescribes that "Every yard, including vacant lots shall be kept clean and free from dead, decaying or damaged trees or other natural growth, and the branches and limbs which create an unsafe condition."

While processing the complaint it was evident to Staff there was an ongoing dispute between the neighbours. When Ms. Coleman installed an inground swimming pool, the abutting neighbour was of the opinion the roots of their trees were severed resulting in the decline and ensuing unsafe condition of the trees. The abutting neighbour was served a notice pursuant to the By-law to retain the services of an Arborist and in the event the trees were indeed unsafe to remedy the situation as directed by the Arborist. Written reports were received from two Arborists and the recommendations were to remove the trees. On November 14, 2010, the City was notified the trees had been removed.

On May 25, 2011, Ms. Coleman wrote the City with a concern the abutting neighbour had constructed 3 "barricades" approximately 12 feet in height with multi - coloured infill panels. The coloured panels face the Coleman's rear yard pool area. The opposite side of the barricade facing the neighbour was painted one colour – a rustic brown. The structure is located approximately 5 feet inside the property and therefore is not subject to City Bylaws.

Ms. Coleman is requesting relief from the City's Fence By-law 2002-105 to increase the height of a fence located in the rear yard from the permitted 6'-0" to 12'-9" and to construct the fence without the required 25% openings for passage of air and light. Ms. Coleman believes the fence will provide the privacy necessary to resolve ongoing issues between the abutting property owners.

Fence By-law 2002-105, Article 7, contains a general provision; "The Chief Building Official has the discretion to authorize a 15% variance in the fence height for material, barbed wire or site conditions." Ms. Coleman may be permitted to construct a fence 6'-10" in height with the Chief Building Official exercising this discretion.

RECOMMENDED OPTION

1. That Council denies the request for a variance to Fence By-Law #2002-105 to increase the height of a fence located in the rear yard from the permitted 6'-0" to 12'-9".
2. That Council approves the request for a variance to Fence By-law 2002-105 to construct a fence in the rear yard without the required 25% openings for passage of air and light.

Respectfully submitted,

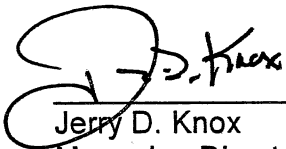


Shawn Killins
Chief Building Official
Manager of Building Services

SK/CB/dlb

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We concur in this report and recommendation.

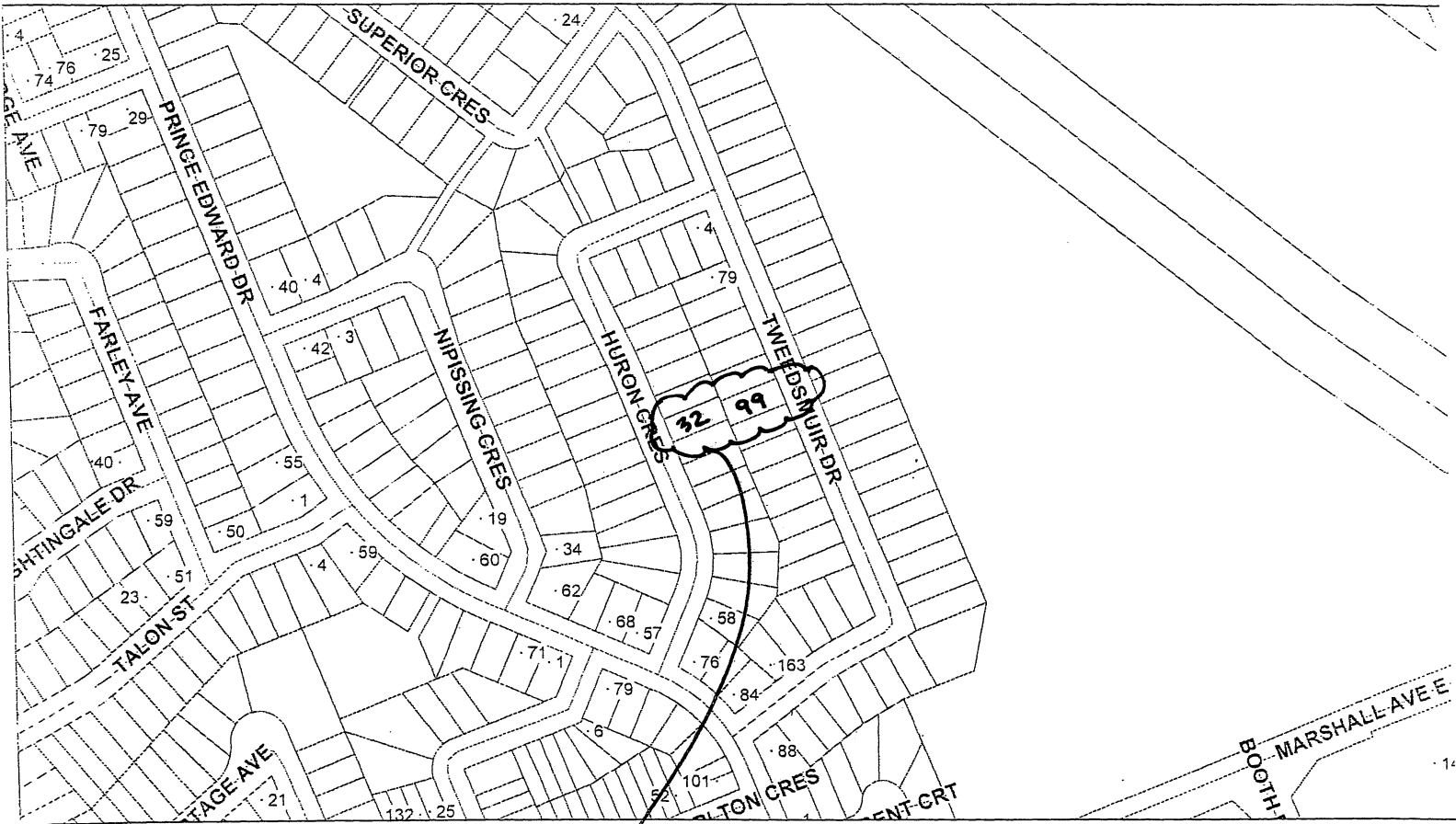


Jerry D. Knox
Managing Director, Community Services



Dave G. Linkie
Chief Administrative Officer

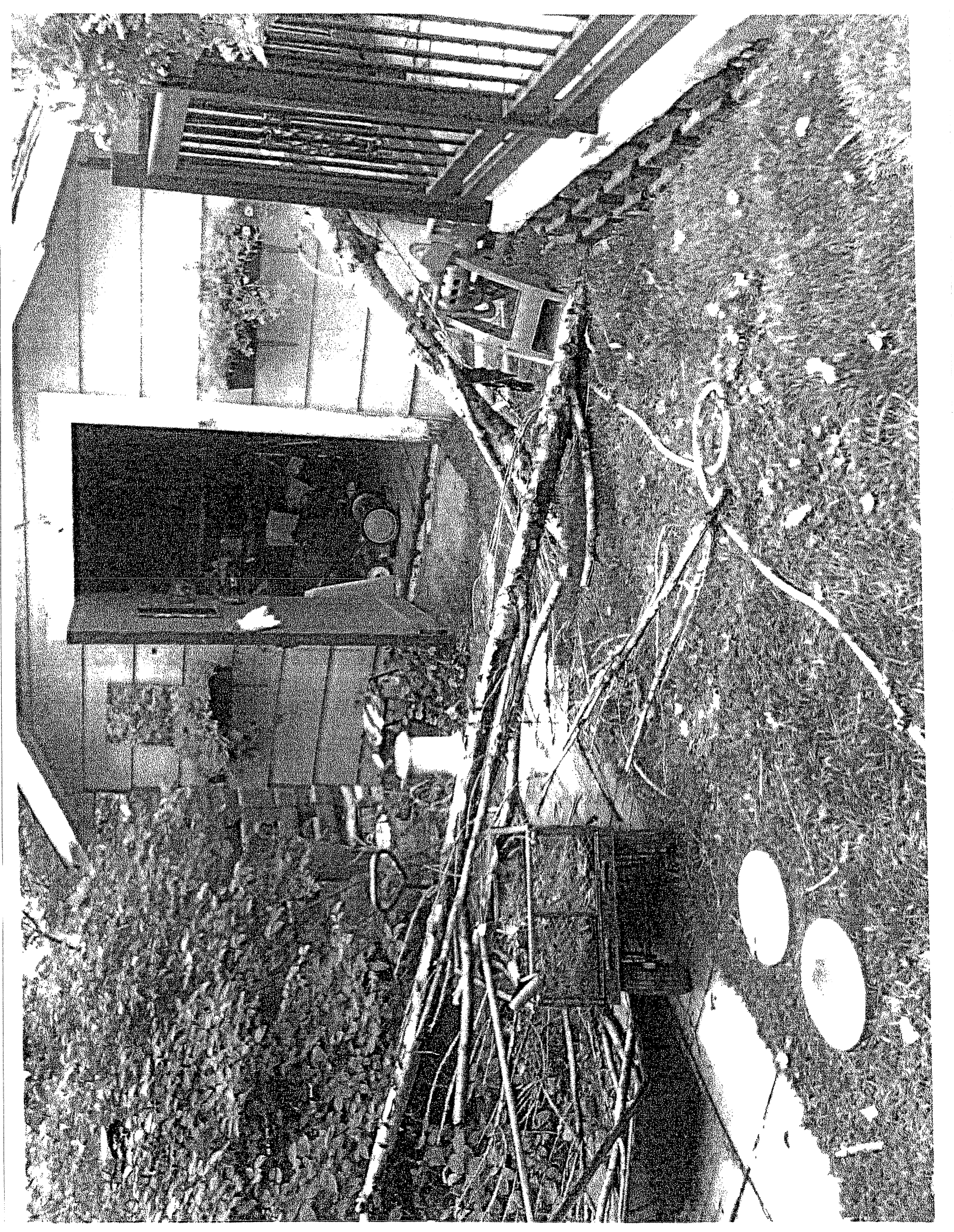
Personnel designated for continuance: Shawn Killins, Chief Building Official, Manager, Building Services

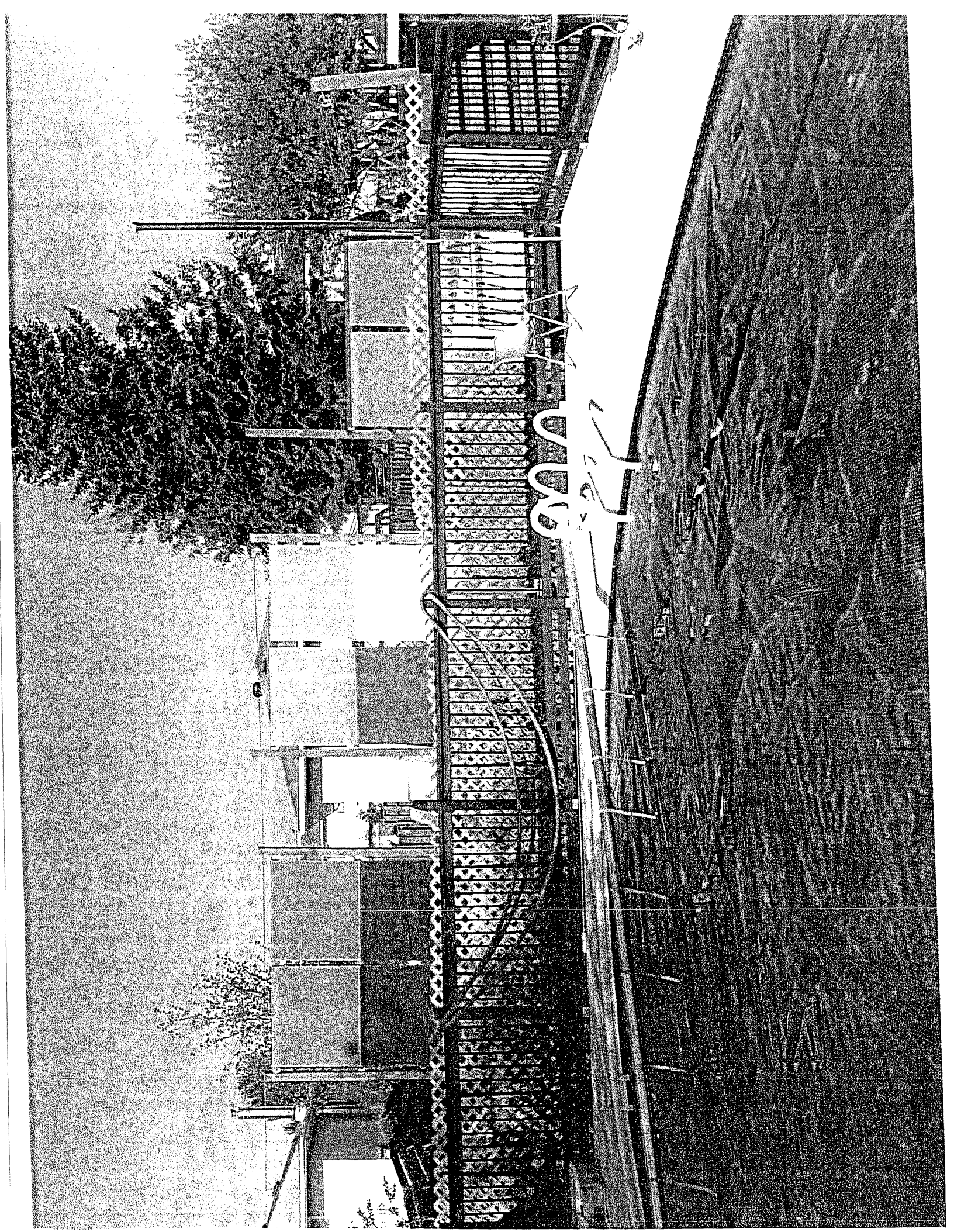


SUBJECT PROPERTIES

Carol Coleman – 99 Tweedsmuir Drive

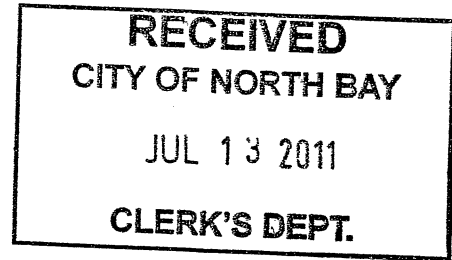






July 12, 2011

Catherine Conrad, B.A., A.M.C.T.
City Clerk



Dear Mrs. Conrad,

**Re: Request for fence by-law variance:
Privacy fence
Solid vinyl 12 foot high fence along back of property**

**My property at:
99 Tweedsmuir Dr.
North Bay, ON**

Plan M-454 Parcel 11532 Lot 82

Purpose of this request is for back of property line privacy fence as I have an in-ground swimming pool. My request is to build along the back of property line only – just inside my property line.

Please see attached sketch of property, with buildings, driveway, pool and pool fence and requested fence.

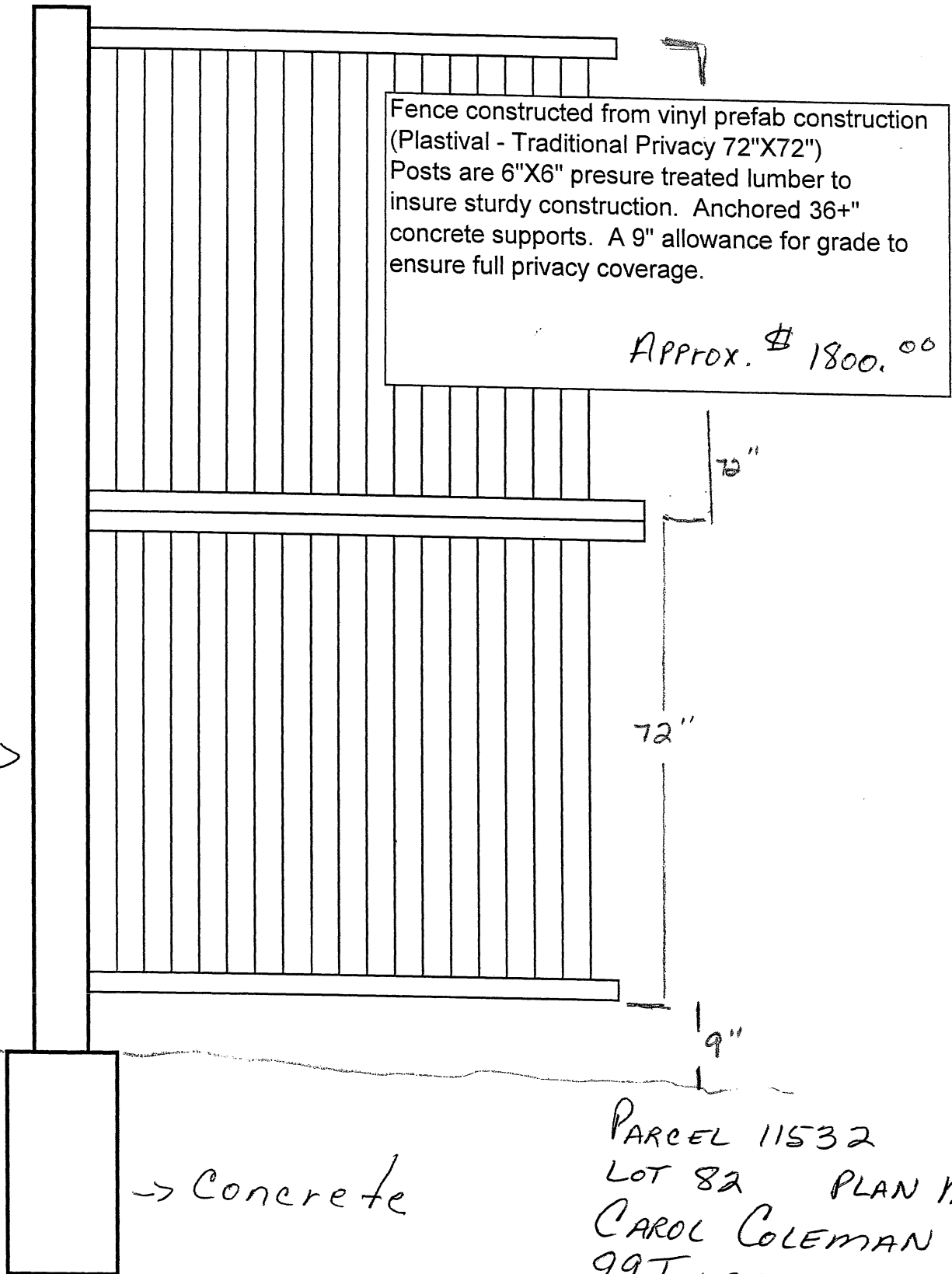
This request is result of on-going issues with the backyard home owners at 32 Huron Crescent, necessitating the need for total privacy along this property line.

Yours truly,

A handwritten signature in cursive script that reads "Carol Coleman".

Carol Coleman

9 - 6' sections with Post = 55'



Fence constructed from vinyl prefab construction (Plastival - Traditional Privacy 72"X72") Posts are 6"X6" presure treated lumber to insure sturdy construction. Anchored 36+" concrete supports. A 9" allowance for grade to ensure full privacy coverage.

Approx. \$ 1800.00

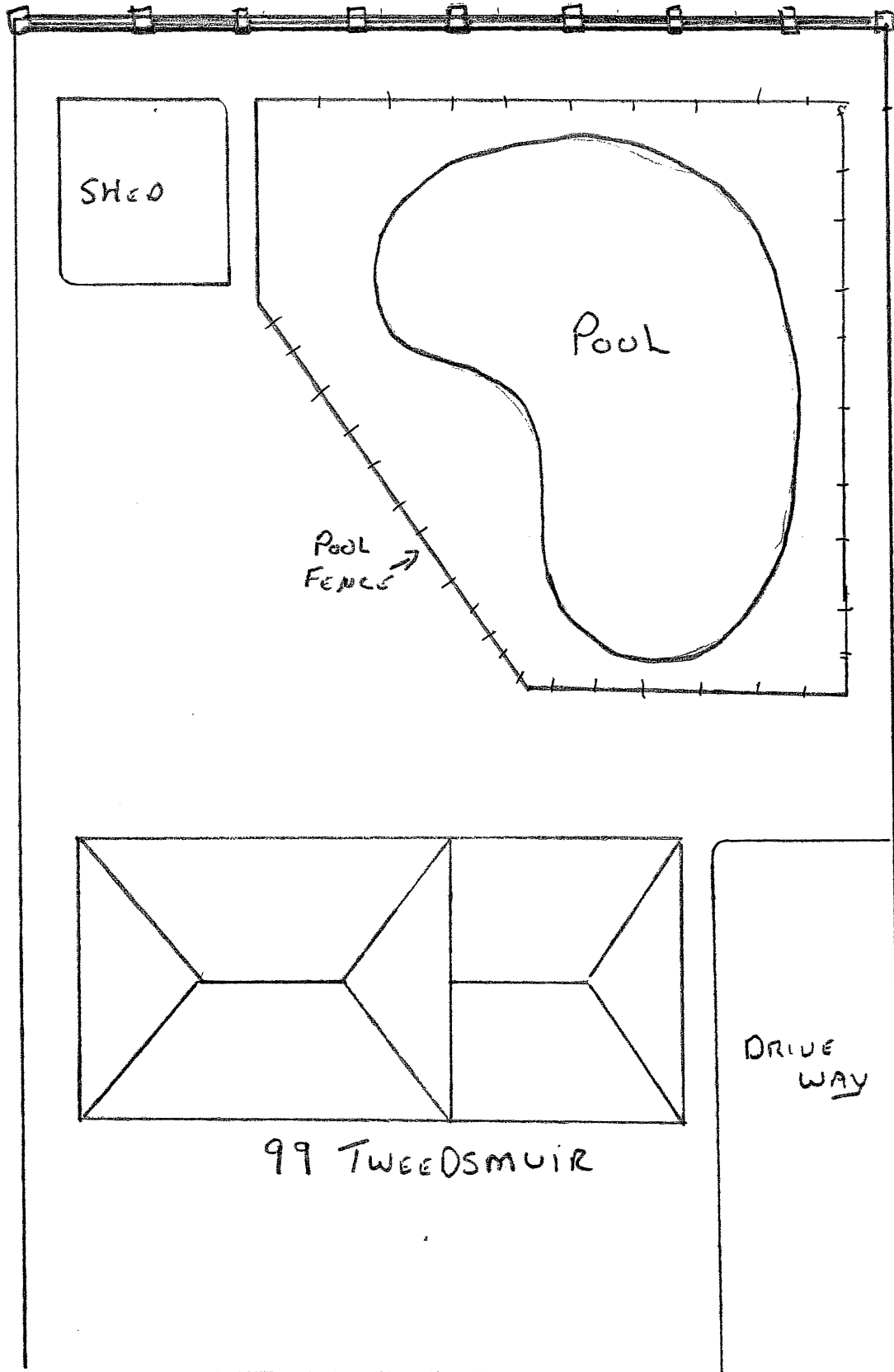
6"X6" →
POST

→ Concrete

PARCEL 11532
LOT 82 PLAN M-454
CAROL COLEMAN
99 TWEEDSMUIR DR
NORTH BAY

NOT TO SCALE

PROPOSED FENCE

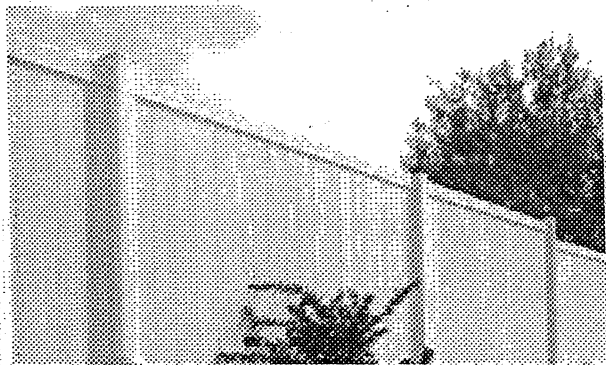


TWEEDSMUIR DRIVE

SHOW: [▶ All Materials](#) [▶ Wood](#) [▶ Composite](#) [▶ Vinyl](#) [▶ Metal](#)



STYLE DETAILS



STYLE: Privacy

BRAND:

MATERIAL: Vinyl

COLOUR: White

Tradition

With security in mind, the Tradition fence system is engineered to provide ultimate privacy in harmony with a bold, clean-cut design.

- Low maintenance
- Strong & durable
- Easy to install

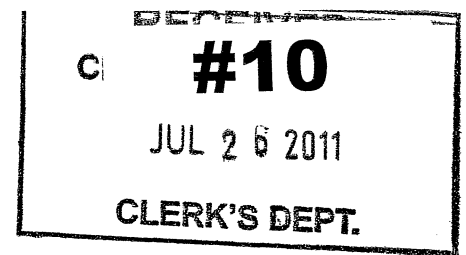
Availability varies by market. Visit your local store for additional details. All products are available by special order.

[▶ print](#)

[▶ back to inspiration gallery](#)



CITY OF NORTH BAY
REPORT TO COUNCIL



Report No: CSBU 2011 - 77

Date: July 19, 2011

Originator: Jerry D. Knox, Managing Director, Community Services

Subject: The Business Centre Nipissing Parry Sound Inc.

RECOMMENDATION

- 1) That the Mayor and City Clerk be authorized to sign the agreement with the Province of Ontario and The Business Centre Nipissing Parry Sound Inc.; and
- 2) That the Execution By-law be presented to Council for three (3) readings on August 2, 2011.

BACKGROUND

In 1990 the City and Provincial Government entered into a partnership to establish a Self Help Office with a regional mandate to deliver small business counseling services. Since its original inception, The Business Centre has expanded services and has worked closely with the City's Economic Development Department in servicing needs of the North Bay business community as well as the region.

From the beginning, the City has provided in-kind contributions in the form of space and administrative support. For the past number of years the City has also made an annual investment of \$10,000 with defined deliverables. The Business Centre is expected to be self sustainable and raises funds through service agreements with the Province, partnerships and offering special services to the small business community.

Other contributing partners are the Ministry of Economic Development and Trade through the Ministry of Northern Development, Mines and Forestry, North Bay & District Chamber of Commerce, National Research Council, Royal Bank of Canada, D'Agostino & Associates, Grant Thornton LLP, Rivet Insurance, Canadore College, Nipissing University, ONTERA, and Clark Communications.

From the beginning the structure of The Business Centre was somewhat loose. The Centre operated on its own, however, under the guidance of the City's Economic Development Department. The Centre was staffed with contract employees and interns. Under this arrangement the City signed the employee contracts.

As the Business Centre evolved, the issue of establishing a more formal structure involving partners and the region was discussed and in 2006, with City Council endorsement, a separate not-for-profit corporation was established for The Business Centre. At that time a Memorandum of Understanding was entered into.

Although a separate corporation was established, the intent has always been for The Business Centre and the City's Economic Development Department to work very closely together. In 2010, Council was advised The Business Center had drawn on the City for some \$30,000. These funds are no longer in arrears and the Centre has a small surplus at this time. As a result of this experience The Business Centre Board has requested the Centre be more engaged with the City's Economic Development Department on a day to day basis.

With the recent resignation of Tony Cerasia, a formal “integration strategy” is being established between The Business Centre and Economic Development as a means of maximizing the synergy between the two operations. From a City perspective, The Business Centre plays a vital role in servicing small business needs and delivery of our Youth Retention and Attraction programs and without it more City resources would be called upon.

The Ministry of Economic Development and Trade is a key supporter of Small Business Enterprise Centres throughout the Province. This support comes in the form of financial funding as well as program support and is under agreement. In sponsoring Enterprise Centres, the Province also looks to the key municipality in the region to demonstrate and confirm support for the Centre. In providing the renewal agreement for the Nipissing Parry Sound Business Centre, the City of North Bay is being asked to be a signature.

Section III (2) outlines the Municipal obligations as follows:

The Municipality shall:

- i) Provide to the Recipient such support for Services delivery under this Agreement as the Recipient may reasonably require;
- ii) Deliver to the Ministry a certified copy of a resolution or by-law of the municipal Council which expresses the Municipality’s full support of the Project both in principle and financially and authorizes the execution and delivery of this Agreement; and
- iii) In the event of default under this Agreement by the Recipient with respect to the delivery of the Services, perform the Recipient’s obligations under Section III (i) above either by itself or through a contractor satisfactory to the Ministry, acting reasonably.

These obligations are consistent with the past operation of the Business Centre and would be in the best interest of the Community.

OPTIONS

OPTION 1:

Authorize the Mayor and City Clerk to sign the Agreement with the Business Centre and Province.

Under this option The Business Centre will receive funding from the Province to provide core services to small businesses within the City of North Bay and Region. With the strong relationship with the City’s Economic Development Department, there is minimal risk.

OPTION 2:

Not authorize the signing of the proposed agreement.

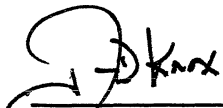
This option is not recommended as the Province would not provide funding to The Business Centre. Without funding the Centre could not function and the City would be expected to provide services to existing centre clients, small business in general and deliver the Youth Retention and Attraction programs.

RECOMMENDED OPTION

OPTION 1:

That the Mayor and City Clerk be authorized to sign the Agreement with the Province of Ontario and The Business Centre Nipissing Parry Sound Inc.

Respectfully submitted,



Jerry D. Knox
Managing Director Community Services

JDK/dlb

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We concur with this report and recommendation.



Peter Leckie
City Solicitor



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer



David G. Linkie
Chief Administrative Officer

Personnel designated for continuance: Managing Director Community Services

attach(s): Proposed Agreement
Memorandum of Understanding
Integration Strategy

RECEIVED

INTER OFFICE

JUN 14 2007

PLANNING SERVICES

Council Secretariat

MEMO

To: Jerry Knox
From: Catherine Conrad
Subject: Nipissing-Parry Sound Business Centre
Date: 13 June 2007

This is Resolution No. 2007-416 which was passed by Council at its Regular Meeting held Monday, June 11, 2007.

Resolution No. 2007-416:

"That the Chief Administrative Officer be authorized to enter into a Memorandum of Understanding with the Business Centre."

Please provide Dave Linkie with three (3) copies of the Agreement for signing.

C. Conrad
Catherine Conrad,
City Clerk.

CMC/cjc

Copy to: D.G. Linkie
M.B. Burke

Memorandum of Understanding

Between

The Business Centre Nipissing Parry Sound Inc.

(The Business Centre)

And

The Corporation of the City of North Bay

(City)

Introduction:

North Bay was the first city in Northern Ontario, in partnership with the Provincial Government, to establish a Self Help Office. In October 1990, City Council passed a resolution creating the office recognizing a regional mandate primarily to deliver small business counseling services.

In 2002 The Business Centre transitioned into a Small Business Enterprise Centre which is a network of approximately 45 similar offices throughout Ontario. As the Centre has evolved, regional community partners have demonstrated their commitment by providing financial and in-kind contributions to assist in the development. Although The Business Centre is separate from the City, its day to day operation has been under the guidance of the City's Economic Development Department since inception.

With the establishment of a not-for-profit corporation, the purpose of this understanding is to confirm the roles, responsibilities and relationship between The Business Centre Nipissing Parry Sound Inc. and the Corporation of the City of North Bay.

The Business Centre: Under this agreement The Business Centre will provide the following:

- a) Service the needs of the small, micro business clients
- b) Youth related programs and services to help curb youth out-migration
- c) Project Specific initiatives (i.e. Labour Market Initiative, BR&E, Health Care)
- d) Delivery agent for Regional Municipal Economic Development Initiatives
- e) Client/Market Research for MOED staff on an as needed basis
- f) Access to current resource materials (i.e. directories, trade indexes & books)
- g) Information on patents, copyright and trademarks


Corporation of the City of North Bay: Under the provisions of this agreement the City of North Bay will provide the following:

- a) **Financial Contribution:** The City will continue to provide a financial contribution, with an amount to be determined annually by Council during the City's budget approval process.
- b) **Administration:** It is understood the Manager is responsible for overseeing the general operations of The Business Centre and reporting directly to the Board. The City's Manager of Economic Development will be available to provide regular support to the Centre when required.
- c) **Office Space:** Office space for four (4) individuals plus reception and resource area will be provided. In addition a training/meeting room will be provided within the current Business Centre floor space. The City of North Bay and The Business Centre will share the use of the Training/Conference Room. The Business Centre will be permitted to utilize existing City meeting/board rooms as they are available.
- d) **Parking Spaces:** A total of three (3) spaces will be made available for employees of the Business Centre. Where possible two of these spaces will be in City parking lot 11 and one in lot 10.
- e) **Utilities, telecommunication, janitorial and security:** The City will provide existing and basic infrastructure and services associated to utilities, telecommunication, janitorial and security to the North Bay office.
- f) **Office Equipment & Access:** The City will provide five (5) computers, two (2) printers, and use of a photocopier/fax machine to the North Bay office. Upgrades to such equipment may be discussed between the parties.
- g) **Support Services:** The services of the City's Human Resources, Purchasing and Legal Departments along with the services of the Grant Accessing Position will be made available to The Business Centre.
- h) **Financial Services:** The Business Centre will utilize the City's accounting and financial systems and processes. A separate set of accounts will be established and maintained for The Business Centre. An individual within the City's Financial Services Department will be identified to provide account information and work with the Treasurer of The Business Centre when required.

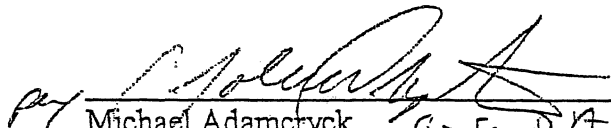
Annual Planning and Regular Information Sharing Sessions: As both parties recognize it is vital for continued economic development in the Nipissing and Parry Sound districts, staff of The Business Centre and City's Economic Development Department will participate in an annual planning session. This session should take place in September or October to coincide with budget preparation. Additionally, on a regular basis staff will meet to share information. Staff will keep their respective Board's apprised of their joint activities and, at least once per year, the Manager of The Business Centre and the Manager of the City's Economic Development Department will make a joint presentation to both the Board and Council.

Revisions: Either party may initiate discussions at any time to seek revisions to this understanding.

Termination: This Letter of Understanding may be terminated by either party at any time and without cause upon six (6) months written notice to the other party.



David G. Linkie
Chief Administrative Officer
City of North Bay



Michael Adamcrynck
Chair
The Business Centre Nipissing Parry Sound Inc.

2007 09 27
Date

2007 09 27
Date

EDD Engagement Strategy for TBC Go-forward (July 2011)

Reporting:

In order for EDD to be engaged in the "go-forward" plan for TBC the City's Economic Development Manager and staff need to be actively involved in day-to-day operations, working with both the staff and Board to identify opportunities and provide input on navigating challenges.

Operations:

An EDD team member will be involved in weekly one hour TBC staff meetings in order to become familiar with programming, projects and client files. This will provide TBC staff with an opportunity to openly discuss challenges seek feedback and jointly identify and brainstorm opportunities.

The Manager of TBC will participate in weekly EDD staff meetings in order to learn about economic development practices and develop relationships with the team.

EDD will attend and actively participate in the TBC Executive and full Board meetings.

Projects:

EDD will identify potential projects and where appropriate work, with TBC to explore, develop and initiate an opportunity. EDD projects are usually developed based on longstanding relationships so in order for the EDD team to engage TBC, EDD staff will need to feel confident in TBC's ability and capacity to deliver. Participation in weekly meetings and on-going training will encourage mutual trust.

Client Files:

EDD has a vested interest in growing strong SMEs and as such EDD staff will become familiar with TBC client files through weekly staff meetings and by providing day-to-day support as requested by TBC staff. Through regular TBC reporting, EDD will receive copies of client stats and access to shared EDD/TBC files.

Deliverables:

EDD will continue to prepare an annual set of TBC deliverables to be met in exchange for the municipal financial contribution of \$10,000/year to the centre. TBC deliverables will be reviewed and disbursements issued accordingly on a quarterly basis.

Training & Development:

EDD will be engaged in TBC staff training both directly and indirectly by providing on-going support, scheduled learning sessions and by identifying and encouraging development opportunities.

Proposed learning sessions include scheduled topic based collaboration for two hours every two weeks.

Timing	Topic	Description
Week One (July)	Client Service, Professionalism and Monitoring	Review of EDD and TBC client service best practices, quality standards, setting expectations, dealing with difficult clients, workplace/team development, interpersonal communications, client and project monitoring systems.
Week Two (August)	Business Planning	Review of business planning basics, current templates, trends, quality vs. quantity, client engagement and TBC team role in preparing the plan.
Week Three (August)	Research	Review of current TBC research techniques/resources and jointly identify gaps and opportunities.
Week Four (September)	Business Planning	Business plan case studies – review completed plans and discuss.
Week Five (September)	Project Development and Leverage	Review of EDD and TBC project management best practices (concept through to final claim) and project structuring to maximize leverage.
On-going	Others as jointly identified	

Partnership Development and Leveraging:

EDD will work with the TBC Manager and Board to strengthen existing and identify, where appropriate, new partnership opportunities.

Ministry of
Northern Development, Mines
and Forestry

Ministère du
Développement du Nord,
des Mines et des Forêts

Regional Economic Development Branch

Direction du développement économique régional

70 Foster Drive, Suite 200
Sault Ste. Marie, ON P6A 6V8
Tel: (705) 945-5911
Fax: (705) 945-5931

70, promenade Foster, bureau 200
Sault Ste. Marie ON P6A 6V8
Téléphone : 705 945-5911
Télécopieur : 705 945-5931



June 22, 2011

Mr. Scott Clark, Director, Clark Marketing Communications
840 McIntyre St. W.
North Bay ON P1B 3A3

By e-mail: scott@clarkcommunications.ca

Re: Legal Agreement - Small Business Enterprise Centre Program

Dear Scott,

Attached is the Agreement between the City of North Bay, The Business Centre Nipissing Parry Sound Inc. and the province of Ontario, as represented by the Ministry of Northern Development, Mines and Forestry (MNDMF). If the agreement is acceptable, please arrange for signatures on page 10 by authorized signing authorities. In order to process payment of your first quarter invoice I will require:

- Three copies of the signed agreement.

Please forward via courier to Jennifer Wilson at the above address. We are unable to process any payments until our Director has signed off on the agreements. Please return the three copies of the signed agreement as soon as possible in order to avoid any delays in processing of your first quarter payment.

To complete the requirements of the agreement and process your second quarter payment I will also require:

- A certified copy of a resolution of the Board of Directors of The Business Centre - Nipissing Parry Sound as outlined on page five of the agreement; and,
- A certified copy of a resolution or by-law from the City of North Bay as outlined on page six of the agreement; and,
- A certificate of insurance as outlined on pages seven and eight of the agreement.

A copy of the agreement will be returned to you after the agreement has been fully executed. If there are any aspects of the agreement that you wish to discuss, please contact me at 705.945.5837 or Jennifer.e.wilson@ontario.ca.

**Ministry of
Northern Development, Mines
and Forestry**

**Ministère du
Développement du Nord,
des Mines et des Forêts**

Regional Economic Development Branch

Direction du développement économique régional

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Respectfully,

Jennifer Wilson

Jennifer Wilson
Northern Development Advisor, Sault Ste. Marie Area Team
Ministry of Northern Development Mines and Forestry

cc. Moe Dorie, Acting Manager, North Bay Area Team
Chetna Sharma, Northern Development Advisor, North Bay Area Team
Tony Cerasia, Manager, The Business Centre Nipissing Parry Sound



Agreement
The Business Centre Nipissing Parry Sound Inc.
Ontario's Business Support Network

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This Agreement includes the following Schedules:

Schedule A.....	Program Mandate and Guidelines
Schedule B.....	SBEC Services and Operating Standards
Schedule C.....	SBEC Monthly Report Form

Agreement made effective as of April 1, 2011

Between

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of
Northern Development, Mines and Forestry
(the "Ministry")

and

THE CITY OF NORTH BAY
(the "Municipality")

and

THE BUSINESS CENTRE NIPISSING PARRY SOUND INC.
(the "Recipient")

regarding The Business Centre – Nipissing Parry Sound
(the "Centre")

Background:

- A. In recognition of the vital role that entrepreneurial activity and new businesses play in Ontario's economy and specifically in the growth and prosperity of the Province, the Province of Ontario has established the Small Business Enterprise Centre (SBEC) program (the "Program") in collaboration with municipalities and other entities.
- B. The Ministry of Economic Development and Trade (MEDT) is the provincial ministry that is primarily responsible for the government's participation in the Program. The Program, under the leadership of MEDT, supported by the network of Small Business Enterprise Centres, will evolve to meet the needs of new and existing small business owners in the pre-venture and business development cycle.
- C. Pursuant to a memorandum of understanding between MEDT and the Ministry, the Ministry has agreed to deliver the Program at locations across northern Ontario, including the Service Region (as that term is defined below).
- D. Small Business Enterprise Centres established under the Program are intended to provide important resources to entrepreneurs and new businesses in the municipalities and surrounding areas served by such Centres, to assist in the formation of new businesses and to support area businesses by addressing issues that are barriers to their early growth and success. The parties expect that the Centre will assume a leadership role in the provision and delivery of information, learning and counselling, and other resources that support start-up and early stage business growth in the Service Region.
- E. The Recipient has requested funding from the Ministry in respect of the Centre, the Municipality wishes to support the Recipient's operation of the Centre and the Ministry wishes to provide funding to the Recipient for such purpose, all on the terms and subject to the conditions set out in this Agreement.

Agreement:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the Recipient, the Municipality and the Ministry agree to implement and fund the Centre in accordance with the terms and conditions contained in this Agreement.

I. Interpretation. In this Agreement, unless the context otherwise requires, the following terms, words and phrases shall have the meanings indicated below:

"Business Plan" has the meaning set out in Section V – Administration and Funding Arrangements.

"Client" means an individual or business which seeks advice and assistance from the Centre.

"Consultant" means an individual hired by the Centre on a full- or part-time basis to provide consultations, workshops, seminars and other Services at or on behalf of the Centre, in accordance with this Agreement; provided that each Consultant shall have, at a minimum, the skills, experience and knowledge set out in Schedule B under the heading "SBEC Consultant."

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

"Funds" means the funding payable by the Ministry to the Recipient in support of the Project, on the terms and subject to the conditions of this Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees.

"Partner" and "partnership", when used in this Agreement, may but do not necessarily have the meanings ascribed to them in the *Partnerships Act* (Ontario) and, for greater certainty, may refer to entities and collaborations carried on without a view to profit.

"PIPEDA" means the federal *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5.

"Personal Information" has the same definition as in subsection 2(1) of FIPPA.

"Personal Information Bank" has the same definition as in subsection 2(1) of FIPPA.

"Project" has the meaning set out in section III below.

"Record" has the same definition as in subsection 2(1) of FIPPA.

"Schedules" means the 3 Schedules attached to and forming part of this Agreement, namely:

Schedule A – Program Mandate and Guidelines

Schedule B – SBEC Services and Operating Standards

Schedule C – SBEC Monthly Report Form

"Service Region" means the area served by the Centre, as agreed between the Ministry and the Recipient from time to time.

"Services" means those programs and services to be provided by the Centre pursuant to this Agreement, as set out in Schedules A and B.

II. Deliverables.

In accordance with the terms and conditions contained in this Agreement, the Recipient shall cause the Centre to provide the Services in the Service Region (the "Project") and, for greater certainty, shall:

1. Be active in the Service Region, developing and promoting the Centre as a visible resource to provide Services, within its mandate, to all individuals who visit the Centre (regardless of their place of residence), adhering to the guidelines and standards set out in Schedule A and Schedule B attached to and forming part of this Agreement;
2. Undertake outreach and networking (including without limitation business information kiosks, seminars, workshops, speaking engagements and small business activities and events) within the Service Region;
3. Collect, compile, analyze and report the nature and number of Client contacts and consultations, distribution of MEDT's publications, delivery of seminars/workshops and on-line training modules, activity related to MEDT youth programs, outreach/networking activities, indicators of economic impact and other data the Ministry and MEDT may reasonably request from time to time, in the format as outlined in Schedule B attached to this Agreement;
4. Establish and maintain a small business resource library including appropriate electronic resources/databases and display and make available to Clients without charges or fees MEDT and other government-produced business-related publications and small business program materials;
5. Develop and set service objectives, monitor performance levels and achievement of established targets for Services in accordance with annual business plan and reporting guidelines;
6. Attend and participate in regional meetings and conferences held or sponsored by MEDT or the Ministry in conjunction with the SBEC mandate and delivery of Services to Clients;
7. Actively network and link other service providers, relevant agencies, associations, organizations or businesses in the public, private and volunteer sectors to promote the Centre and enhance small business services to Clients;
8. Develop, facilitate and deliver small business seminars and workshops in the Service Region;
9. Identify opportunities, and develop public and private sector sponsors and corporate partners, to further enhance the resource base of the Centre and the scope and availability of Services provided to Clients, in accordance with the standards set out in Schedule B under the heading "Partnership Development";
10. Negotiate agreements with such sponsors and corporate partners in consultation with relevant stakeholders, including MEDT and the Ministry;
11. Develop an Advisory Committee for the Centre comprised of representatives of partners, stakeholders, the Ministry and the Service Region's business community, which committee shall meet no less frequently than quarterly and satisfy the operating standards set out in Schedule B under the heading "Advisory Committee"; and,

12. In consultation with MEDT and the Ministry, design and conduct Client service surveys at least annually in accordance with the guidelines set out in Schedule A to this Agreement.

III. Obligations of the Recipient and the Municipality.

1. The Recipient shall:

- i. Deliver to the Ministry a certified copy of a resolution of the Recipient's board of directors which expresses the Recipient's full support of the Project both in principle and financially and authorizes the execution and delivery of this Agreement; and the Recipient acknowledges and agrees that funding of the Project by the Ministry under this Agreement shall be conditional upon receipt of such certified copy;
- ii. Deliver Program planning, management and operations for the Centre consistent with the Program and the Services. This obligation shall include promotion and/or delivery of MEDT small business programs and training modules (current and future) such as, but not limited to, *Summer Company*;
- iii. Meet with Ministry officials to discuss Service delivery and Centre operations on a semi-annual basis, or more frequently as needed, to ensure the development of their partnership;
- iv. Ensure delivery of Services as outlined in Schedule B under the headings "Services". Entrepreneurial services, as outlined in published guidelines, will be provided on a non-fee basis as part of MEDT funding except as noted;
- v. Implement a private sector approach to Centre operations, including revenue generation and a fee for services as appropriate. The Centre may institute fees and other user pay, revenue generating programs for services not covered in Schedule B, provided the Services outlined in Schedule B are being delivered to the mutual satisfaction of the Ministry and the Recipient;
- vi. Not use Ministry funding under this Agreement for any program or service area other than the Program and the Services, except with the Ministry's prior written consent, which may be withheld unreasonably;
- vii. Not make any changes to the Project or the budget set out in any Business Plan, except with the Ministry's prior written consent, and abide by any terms and conditions the Ministry may require in connection with such consent;
- viii. Not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund;
- ix. Ensure that the Centre employs sufficient staff, including administrative support staff, to deliver the Services and meet the needs of clients as related to those Services, in accordance with and to the standards set out in this Agreement;
- x. Ensure that the Centre is located in a facility with sufficient floor space and at a mutually agreed- upon location as outlined under the heading "Location of SBEC" in Schedule B, which facility shall be equipped with dedicated telephone service and access to appropriate telecommunications equipment including, but not limited to, computers, Internet and private email access, facsimile machine(s) and photocopier(s);

- xi. Ensure that the Centre takes part in professional development opportunities, including without limitation MEDT's Annual Conference, the Ministry's face-to-face meetings in northern Ontario and such other opportunities as may be provided by MEDT or the Ministry from time to time;
- xii. Ensure that internal and external signage at the Centre's premises, and the Centre's web pages, comply with the requirements set out in Schedule B under the heading "Signage/Visibility" and in compliance with the requirements set out in section VII (Promotion and Publicity) below;
- xiii. Not assign its rights or obligations under this Agreement in whole or in part except with the prior written consent of the Ministry, which may be withheld unreasonably, or given subject to conditions with which the Recipient shall comply; and,
- xiv. Perform its roles and obligations as set out in the document entitled "Roles and Responsibilities" provided to the Recipient by the Ministry from time to time.

2. The Municipality shall:

- i. Provide to the Recipient such support for Services delivery under this Agreement as the Recipient may reasonably require;
- ii. Deliver to the Ministry a certified copy of a resolution or by-law of the municipal Council which expresses the Municipality's full support of the Project both in principle and financially and authorizes the execution and delivery of this Agreement; and,
- iii. In the event of default under this Agreement by the Recipient with respect to the delivery of the Services, perform the Recipient's obligations under s. III(1) above, either by itself or through a contractor satisfactory to the Ministry, acting reasonably.

IV. Obligations of the Ministry:

The Ministry shall provide the following to the Centre throughout the term of this Agreement:

- 1. Materials relating to the Program and guidelines for on-going development and management of the Program, specifically as related to Services, customer service levels and future direction of the Program;
- 2. Funding as set out in section V (Administrative and Funding Arrangements) below, and as detailed in Schedule B;
- 3. On request, assistance in the development of further public/private sector partnerships and agreements in the operation of the Centre;
- 4. Appropriate marketing and communications support of the SBEC network and the Centre, including the provision of Ontario, MEDT and Ministry logos and identifiers and provincial literature and brochures;
- 5. Program and curriculum/training materials related to MEDT small business initiatives such as, but not limited to, Salute To Small Business, Bridges To Better Business and Youth Entrepreneurship programs;

6. Client service guidelines related to service quality standards and the integrity of the Program as outlined in the guidelines set out in Schedule A;
7. Professional development in support of Consultant expertise and Program-related training through new Consultant orientation, regional meetings, an annual conference and other professional development opportunities, subject to the availability of funding and other resources; and,
8. Assistance in Centre operation including, but not limited to, business planning, monthly reporting and administrative requirements and Consultant training and development through interaction with MEDT Entrepreneurship and Youth Partnerships staff.

V. Administrative and Funding Arrangements:

1. Both parties shall participate in the selection of Centre staff (Manager and Consultants) in the manner mutually agreed upon and outlined in Schedule B of this Agreement.
2. Subject to section V.3 and receipt of the Business Plan and invoices for payment as set out in section V.4, the Ministry shall:
 - 2.1. Provide the Funds to the Recipient, up to a maximum aggregate amount of sixty thousand dollars (**\$60,000**) per year, for the purpose of carrying out the Project;
 - 2.2. Provide the Funds to the Recipient in quarterly payments of \$15,000 no later than June 30, September 30, December 31 and March 15 in each year during the term of this Agreement, to reimburse the Recipient in respect of actual or projected Project costs during the 3 months then ended or about to end, and
 - 2.3. Make the quarterly payments payable to the legal entity named as the payee in the applicable invoice, or as the Recipient may direct in writing.
3. The Ministry may deposit the Funds into an account designated by the Recipient, provided that the account:
 - 3.1. Resides at a Canadian financial institution, and
 - 3.2. Is in the name of the Recipient.
4. The Ministry:
 - 4.1. Shall not provide any Funds to the Recipient until the Recipient provides an insurance certificate or other proof of the following insurance coverage:
 Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, and such policy shall include at a minimum:
 - The Indemnified Parties as additional insureds with respect to liability arising in the course of performance or non-performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - A cross-liability clause;
 - Contractual liability coverage; and,
 - A 30 day written notice of cancellation, termination or material change.
 and the Recipient agrees to provide additional certificates or proofs of such insurance upon renewal or extension of its insurance policy;

- 4.2. Shall have no obligation to provide instalments of Funds until it is satisfied with the progress of the Project and the quarterly invoices and monthly reports it has received from the Recipient; and,
 - 4.3. May adjust the amount of Funds it provides to the Recipient in any provincial government fiscal year (being the period from April 1 in one calendar year until March 31 in the following calendar year) based upon the Ministry's assessment of the information provided by the Recipient in its reports to the Ministry under this Agreement.
5. Disbursement of the Funds shall be conditional upon completion and delivery by the Recipient to the Ministry of:
- 5.1. An annual Business Plan for the Centre in form and substance satisfactory to the Ministry, which Business Plan shall detail the Centre's basic method of operation, Client targets and other related services, anticipated outreach services, mentoring, training, revenue generation, special events, and partner funding sources. It shall also include (i) financial statements for the previous year; (ii) a detailed budget outlining all operational expenses related to the Centre, revenues and revenue sources; and (iii) 4 invoices, each for \$15,000 and dated June 30, September 30, December 31 and March 15, respectively, for the fiscal year covered by the Business Plan. The Business Plan, financial statements, budget and related targets must conform to the Ministry's fiscal year (April 1 – March 31) and shall be delivered to the Ministry no later than March 15 in each year during the term of this Agreement; and,
 - 5.2. Monthly reports respecting the Centre's operations in the form appended as Schedule C to this Agreement, accompanied by such receipts and other proofs of paid expenses as the Ministry may reasonably require.
6. Any and all revenues (cash or in-kind) generated as a result of partnerships and sponsorships related to the operation of the Centre, or through the Services rendered by the Centre, shall be used solely for the operation of the Centre and to expand or enhance the level and type of service offered to Clients.
7. Revenues and expenses for the Centre shall have separate accounting records and shall not be considered as part of general revenues and expenses of the Recipient.

VI. Reporting and Monitoring:

1. In addition to the annual Business Plan, the Recipient will provide to the Ministry monthly reports as outlined in Schedule B under the heading "Reporting and Record Keeping" and such other reports as the Ministry may reasonably request in a manner and format mutually agreed upon.
2. The Recipient shall provide the Ministry, for audit purposes from time to time, during the term of this Agreement and for a period of three (3) years after the termination of this Agreement, access to information relating to the operation of the Centre, including but not limited to, any financial and client databases compiled and maintained by the Centre or the Recipient on behalf of the Centre.

VII. Promotion and Publicity:

1. Any publicity, publication or reference relating to the Centre shall reflect the participation of each party in the Program. MEDT and/or the Ministry will provide appropriate logo information for such promotion.

2. All internal and external signage, including websites, relating to the Centre shall be mutually agreed upon and expressly identify the Centre as a recipient of Program funding from the Province of Ontario. MEDT and/or the Ministry will provide appropriate logo information for such promotion.
3. The Ministry may promote the Centre as part of a network of Small Business Enterprise Centres - *Ontario's Business Support Network*.

VIII. Indemnification:

1. The Recipient agrees that the Ministry shall not be liable for any injury or damage (including death) to the person or property of any officer, employee or agent of the Recipient or Centre, unless the injury, loss or damage is caused by the negligence of an officer or employee of the Ministry while acting within the scope of his/her employment.
2. The Recipient shall, at all times, indemnify and save harmless the Indemnified Parties from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Recipient or the Centre or any of their respective officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by the Recipient or the Centre under this Agreement.

IX. Term of this Agreement:

1. This Agreement supersedes any previous agreements or contracts regarding the delivery of the Program or the Business Self-Help Office Program.
2. This Agreement shall take effect upon signature by both parties and can be amended at any time by mutual consent in writing, or terminated by either party upon ninety (90) days written notice.

X. Termination:

1. In the event that the Ministry is of the opinion that there has been a breach by the Recipient of any term or condition contained in this Agreement, the Ministry shall give notice to the Recipient of the particulars of the breach and the reasonable time period in which the Recipient must remedy the breach (the "Remedy Period"). If the Recipient fails to remedy the breach as described in the notice within the Remedy Period, the Ministry, in addition to any other rights or remedies of the Ministry under this Agreement or at law or in equity, shall have the right to terminate this Agreement immediately by giving notice of termination to the Recipient to that effect at the end of the Remedy Period, and such termination shall take effect immediately.
2. Pursuant to the provisions of the *Financial Administration Act* (Ontario), if MEDT does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Ministry shall not be obligated to make any such payment, and, as a consequence, the Ministry may:
 - a) Reduce the amount of the Funds and, in consultation with the Recipient, change the Project;
or
 - b) Terminate this Agreement.

3. Upon termination, the Recipient shall provide a report to the Ministry reflecting the current state of the operation of the Centre to the satisfaction of the Ministry and shall repay any Funds received but not yet spent in accordance with this Agreement. Any such repayment shall be deemed to be a debt immediately due and payable by the Recipient and shall be made by way of cheque made payable to "The Minister of Finance".
4. Subject to section VI (Reporting and Monitoring), all rights and obligations of the parties under this Agreement shall cease upon termination of this Agreement; provided that the provisions of sections VIII and X, and any repayment obligations of the Recipient or the Municipality, shall survive termination or expiry of this Agreement indefinitely.

XI. Signatures:

This Agreement has been signed on behalf of the Recipient, the Municipality and the Ministry by their respective duly authorized signing authorities.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Northern Development, Mines and Forestry

By: _____
Signature

Name:

Title:

Date: _____

THE CITY OF NORTH BAY

By: _____
Signature

Name:

Title:

Date: _____

THE BUSINESS CENTRE NIPISSING PARRY SOUND INC.

By: _____
Signature

Name:

Title:

Date: _____

Program Mandate:

- Assist new entrepreneurs in the evaluation and process of business start-up.
- Provide stability and early-stage growth support to existing small business, typically -
 - Less than 5 years in operation, and
 - Under 10 employees.
- Monitor the success rate/longevity of small business in Ontario as measured through monthly reports/data which tracks economic impact and annual client surveys conducted by the SBECs.

Program Guidelines:

- Operates under the lead of the Ministry of Economic Development and Trade. The Ministry of Northern Development, Mines and Forestry is responsible for delivery of the Program in northern Ontario locations.
- Generally operates through agreements with municipalities.
- Additional public and private sector partnerships and sponsorships are encouraged to –
 - Facilitate start-up and launch of new SBECs, and
 - Supplement the resource base available for client services through cash, in-kind and project/program base contributions.
- Individual locations may operate under a mutually agreed upon name but must be recognized as part of the Provincial network of Small Business Enterprise Centres.
- Provides Services to Clients without regard to place of residence.
- Provides Services to Clients from a “self-help” perspective; i.e. does not perform tasks for Clients such as write business plans or do presentations to banks, investors, etc.
- Does not offer Services in competition with the private (for-profit) sector.
- Is flexible to accommodate local Client small business needs and services in the region in which it operates.
- Denotes “first-stop/one-stop” locations for entrepreneurship and small business information and services relating to the municipal, provincial and federal levels of government as well as the private/corporate sector.
- Centres operate as “not-for-profits” and do not favour one program, sponsor, supplier, etc. above another. Services are to be delivered without bias and Client information is confidential – not to be distributed or sold to third parties.
- Operates with input and guidance through an Advisory Committee comprised of partners and stakeholders.

Schedule B**SBEC Services and Operating Standards****Services**

The Services described in this Schedule shall be offered to Clients throughout the Service Region and may be provided at more than one location in the Service Region.

Services that must be offered by every SBEC:

- Free initial consultations, where a consultation is defined as a meaningful client interaction that provide significant information or advice and could form the basis of a relationship
- Free on-going consultations
- Workshops/seminars (delivered by a Consultant or by others)
- Community outreach (presentations at associations, schools, chambers, etc., booths at trade shows)
- Delivery of programs such as Summer Company (unless there is another service provider in the area)
- Annual Small Business Event for established businesses (must be created and owned by the SBEC):
 - General business event, or
 - Industry specific event, or
 - Business community development event
- Referrals of Clients to business service providers, such as accountants, at Clients' request or in response to Clients' apparent needs
- Business outreach (site visits)

Optional services, as determined by the Centre based on Client needs

- Charging a fee for on-going consultations
- Mentoring program
- Networking breakfasts/meetings/etc.
- SBEC membership program

E-business Services that must be offered by every SBEC:

- SBEC website content must contain:
 - Link to MEDT and MNDMF
 - Link to Canada Business Ontario (CBO)
 - Other business resources (to be determined)
 - Standard metadata embedded in website to attract Internet search engines
- Workshops/seminars (delivered by a Consultant or by others)
- Electronic Customer Relationship Management (e-CRM) technology that enables customer feedback

Optional e-business services determined by office/based on needs

- Other website content
- More specialized e-business workshops and seminars
- E-business roundtables at annual small business events or e-business focused events

SBEC Operating Standards**Location of SBEC****Required:**

- A highly visible location in the central business district. May be located in a mall, on a main street or in a visible area in city hall or other suitable public building.
- Access to parking
- Access to public transit
- Free access to building (does not require security key, sign in, door bell, etc.)
- Appropriate space to fulfill core services including reception area
- Private office for consultations
- Separate space for resource centre
- Access to boardroom/meeting space

To be determined at local level:

- Conform to accessibility requirements

Signage/Visibility

Required:

- Visible exterior and interior signage featuring:
 - Centre name
 - Logos of core partners
- Outside sign must be visible from 50 metres
- Inside signage must make distinction between founding or core partners and other partners/sponsors
- A website or web pages specific to the SBEC which clearly and distinctly defines the SBEC as a separate entity from its Municipality, and reflects the participation of each party in a joint program between the Province of Ontario and the Municipality.

To be determined locally:

- Use of other languages
- Name/logo of SBEC

SBEC Consultant

Required:

- Entrepreneurship experience/hands-on experience running a small business
- Experience reading and understanding financial statements
- Knowledge of business planning, marketing, import/export
- Partnership building and relationship management skills
- Marketing skills
- Experience in event planning
- Public speaking skills
- Understanding of Ontario and local economies

Additional Assets:

- Knowledge of how local and provincial governments operate
- Experience dealing with media

To be determined at local level:

- Specific industry knowledge
- Experience managing employees
- Additional languages

Client Service Standards

Required:

- Upon entering the SBEC resource centre Clients should wait no longer than ten minutes to speak to a staff member and have general questions answered.
- Clients should wait no longer than one week for a general consultation with a SBEC Consultant and no longer than two weeks if they submit material, such as a business plan, in advance for the Consultant's review.

Reporting and Record Keeping

Required:

The SBEC shall:

- Keep all records containing personal information and personal information banks in compliance with FIPPA and PIPEDA;
- Operate through a mutually agreed upon Business Plan submitted to the Ministry by March 15th in each year, setting out targets for the upcoming year (based on MEDT's fiscal year – April 1 through March 31). Must include results from previous year and discussion of successes/weaknesses;
- Maintain a database of client activity and Service delivery results that enables reports to be submitted to MEDT in a format acceptable by MEDT record keeping systems;
- Maintain a client database and provide the Ministry (or, at MEDT's request, MEDT) with access to the database for Program audit purposes;
- Submit a monthly report in the form set out in Schedule C, which the Ministry may revise from time to time;
- Submit monthly reports through the Ministry's ECR system on or before the 5th day of following month, which reports shall address at least the following topics:
 - Economic impact
 - Client contacts
 - Seminars and workshops
 - Outreach/Networking and Presentations
 - Events Hosted
 - Mentoring
 - Resources
- Provide success stories and newspaper clippings upon request by the Ministry; and,

- Report economic impact at least once per year based on ongoing contact with clients and a telephone survey done at least once per year, covering the following topics:
 - Businesses started (business is up and running)
 - Businesses expanded
 - Jobs created (part-time jobs count as .5)

Optional (and at the Ministry's option, may be required in future):

- Investment dollars (if this is being tracked, report in annual business plan)

Client Confidentiality

Required:

When collecting personal information from Clients, SBECs shall take precautions to ensure this information is safeguarded from unauthorized use, disclosure or destruction. All records containing personal information and personal information banks shall be kept in compliance with FIPPA and PIPEDA. The following best practices shall be followed:

- Collect, use and disclose personal information only with the Client's knowledge and consent.
- Collect only personal information that is needed to assist the business.
- Personal information shall be used only for the purpose(s) for which it was collected.
- Disclose personal information:
 - Only when the disclosure is consistent with the purpose(s) for which it was collected
 - To others only when systems are in place that ensure the privacy of the centre Client
- Access to personal information shall be limited to those individuals who have a need to know such information.
- Personal information shall be kept secure at all times. When not in use, personal information shall be maintained under lock and key.
- All non electronic personal information shall be stored in lockable file cabinets, maintained in a secure, supervised location and accessible only by authorized individuals.
- All electronic information shall be stored on computers to which the public does not have access and to which access is restricted by user ID and password.
- Personal information shall be retained in accordance with records retention schedules established by the Archives of Ontario.
- Personal information that is no longer required shall be destroyed in such a manner that the information cannot be subsequently reconstructed or retrieved.

To be determined locally:

- Any additional municipal privacy protection requirements applicable to the SBEC.

Advisory Committee

Required:

- All Centres must have an advisory committee that meets quarterly.
- Advisory committees must consist of the MNDMF local contact and representatives from other core partners (e.g., the Municipality). The committee shall also include a combination of at least three of the following:
 - Local small business people
 - Other SBEC partners
 - SBEC Clients
 - Professionals from the SBEC referral list (lawyer, accountant, etc.)
 - Municipal councillor

To be determined locally:

- Precise makeup of group
- Group may meet more often than quarterly
- Group may be an advisory board with oversight authority if required by SBEC by-laws

Partnership Development

Required:

- Municipal partners in the Small Business Enterprise Centre program are encouraged to develop public and corporate/private sector partnerships and sponsorships to increase the operating resource base of the SBEC and enhance Program/Service delivery to Clients.
- Partners are generally considered as organizations that contribute funds/in-kind goods/services to be utilized in the operation of the SBEC; Sponsors generally contribute funds/in-kind goods/services to deliver a specific program or service.
- Partners should be invited to participate on the SBEC Advisory Committee; sponsors may be invited to participate at the discretion of the SBEC.
- A separate Memorandum of Understanding (MOU) or Letter of Agreement should be signed between each partner and the Municipality/SBEC.
- Duration and exclusivity of MOUs or Letters of Agreement are the responsibility of the Municipality/SBEC.

- The potential for Conflict of Interest with the SBEC mandate/Programs/Services or Clients should be carefully addressed before entering into any partnership/sponsorship agreement.
- In pursuit of partners and sponsors, the Municipality/SBEC should seek those organizations/corporations exhibiting the desire to be “good corporate citizens” versus those with high expectations of direct payback in sales generation.
- Partnerships and sponsorships should enhance the ability of the SBEC to deliver Services in line with the Small Business Enterprise Centre mandate.

To be determined locally:

- Partner recognition to be determined locally and may vary with level/type of contribution.

French Language Services**For Centres located in designated areas¹:**

- Centre signage in both official languages
- All government produced materials available in both official languages
- All materials produced by the Centre available in both official languages
- Ability to offer all workshops/sessions in both official languages, if requested

For Centres not located in designated areas:

- Copies of government produced materials in both official languages
- Information on where to receive service in French:
 - Canada Business Ontario (CBO)
 - SBEC in designated area
 - Other French language service providers.

Accessibility**Required:**

- All buildings must be wheelchair accessible and comply with all requirements under the *Accessibility for Ontarians with Disabilities Act, 2005*
- Centres must establish a plan governing the provision services to persons with disabilities. The plan must be consistent with the following principles:

¹ A map of designated areas can be found at: <http://www.ofa.gov.on.ca/en/flsa-mapdesig.html>

- Services must be provided in a manner that respects the dignity and independence of persons with disabilities.
- Services to persons with disabilities and others must be integrated unless an alternate measure is necessary.
- Persons with disabilities must be given an opportunity equal to that given to others to obtain, use and benefit from SBEC services.
- Centres must be prepared to communicate with customers with disabilities in a manner that takes into account the customer's disability (for example, providing a publication in an alternate format, such as audio or Braille).
- All employees and volunteers must be aware of the SBEC's policies regarding the provision of accessible customer service.
- Clients with disabilities who have support persons or service animals must be able to use them while accessing SBEC services. Translators and note-takers should be given access to seminars/workshops at no additional cost to the Client.

To be determined locally:

Any additional accessibility requirements to which the SBEC must adhere

SBEC Monthly Report

CENTRE:

ISSUES:

-

LOCAL ECONOMIES:

-

CLIENT USAGE AND TRAFFIC:

-

EVENTS AND INITIATIVES:

-

YOUTH PROGRAMS:

-

OTHER:

-

Prepared by: _____
Signature

Name: _____

Title: _____

Date: _____

#11

CITY OF NORTH BAY

JUL 27 2011

CLERK'S DEPT.

CITY OF NORTH BAY
REPORT TO COUNCIL

Report No: CORP 2011- 132

July 22, 2011

Originator: Margaret Karpenko

Subject: Tender 2011-74, Pete Palangio Arenas Dehumidification

RECOMMENDATION:

That North Bay City Council approves the award of a contract to Metal-Air Mechanical Systems Ltd. in the amount of \$155,629.23 (HST not included.) for the supply and installation of dehumidification systems for Pete Palangio Arenas.

BACKGROUND:

The scope of work for this project includes the supply of all labour and material for the dehumidification systems for Pete Palangio Arenas. Pete Palangio Arenas have operated with one desiccant dehumidifier complimented by one refrigerant dehumidifier for each ice surface. Currently, the refrigerant dehumidifier on the Demarco Rink has ceased to work and its double on the Kelly Rink has reached the end of it expected life span. Piotrowski Consultants Ltd. designed the replacement systems for these two units utilizing new desiccant dehumidifiers of larger capacity.

The tender was publicly advertised in accordance with the City of North Bay Purchasing Policy. Nine (9) tender packages were distributed directly to vendors. Tenders closed on July 6, 2011. Four (4) tenders were received. The tenders were evaluated by Piotrowski Consultants Ltd., The Director of Parks, Recreation & Leisure Services, Manager of Arenas and Facilities and the Purchasing Manager. The tender submissions were evaluated for compliance and the firms submitted specifications for proposed alternative equipment and the cost savings associated with their alternate equipment. Specifications for the alternate equipment were also reviewed by Piotrowski consultants and City staff.

	<u>Original Bid</u>	<u>Bid with Alternate Equipment</u>
Metal-Air Mechanical Systems Ltd.	\$ 203,306.13	\$155,629.23
Bernard Rochefort Ltd.	\$ 201,450.00	\$176,450.00
Dominion Construction	\$ 242,200.00	\$212,200.00
D.J. Venasse Construction Ltd.	\$ 269,000.00	\$239,000.00

The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. That North Bay City Council approves the award of a contract to Metal-Air Mechanical Systems Ltd. in the amount of \$155,629.23 (HST not included.) for the supply and installation of dehumidification systems for Pete Palangio Arenas.

It was determined by City staff that that the alternate equipment proposed by Metal-Air Mechanical Systems Ltd. would appropriately address the humidity issues at Pete Palangio Arenas. Cost savings associated with the acceptance of the alternate bib proposed by Metal-Air Mechanical Systems Ltd. would allow for additional alterations of the building envelope of the arena that impact the indoor humidity levels.

2. Do not award a contract. This option is not recommended. Choosing to cancel this project would not allow for the installation of a dehumidification system for Pete Palangio Arena this year. Currently the arenas are experiencing high levels of humidity that require time-consuming, ongoing maintenance to control.

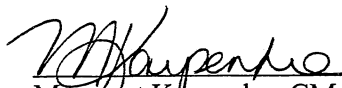
RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended as follows:

That North Bay City Council approves the award of a contract to Metal-Air Mechanical Systems Ltd. in the amount of \$155,629.23 (HST not included.) for the supply and installation of dehumidification systems for Pete Palangio Arenas.

An amount of \$400,000 was allocated in the 2011 Community Services Capital Budget, Line No. 84, Project No. 6017RF Arenas – Palangio / West Ferris Rehab Program. By-Law No. 2011-33 was passed by City Council on March 7, 2011 authorizing the expenditure of \$400,000. The cost of this contract charged to Project No. 6017RF, net of the HST rebate, will be \$155,629.23. As of the signing of this report, Project No. 6017RF has sufficient funds for this purchase.

Respectfully submitted,


Margaret Karpenko, CMA
Chief Financial Officer / Treasurer

We concur in this report and recommendation.

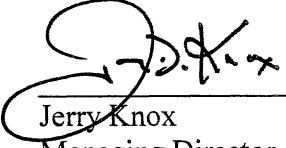
cc:



Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Ian Kilgour
Director of Parks, Rec. & Leisure Services



Jerry Knox
Managing Director, Community Services

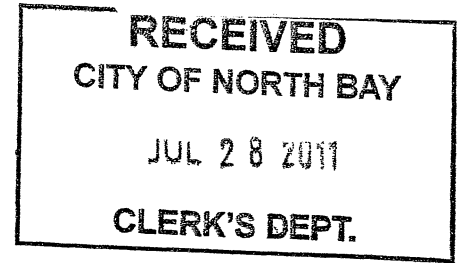


Dave Linkie
Chief Administrative Officer

Persons designated for continuance:

Facilities & Parking Supervisor
Manager, Arenas & Facilities

#12



**CITY OF NORTH BAY
REPORT TO COUNCIL**

Report No: CORP 2011-128

July 25, 2011

Originator: Paul Valenti / Al Lang

Subject: Tender No. 2011-73 – Supply of One (1) Rubber Tire Excavator

RECOMMENDATION:

That North Bay City Council approve a contract be issued to Strongco Limited Partnership in the amount of \$307,699.00 (HST included) for the supply of one (1) rubber tire excavator.

BACKGROUND:

The tender was advertised publicly as per the City of North Bay Purchasing Policy. The Purchasing Manager distributed four (4) tender packages. The tender closed on June 22, 2011 and three (3) tenders were received. The Fleet Supervisor evaluated the tenders and the Director of Financial Services has reviewed the recommendation with the Fleet Supervisor. These vehicles are to be used in the operation of the water and sewer department. The prices included the trade-in of a backhoe/loader and optional equipment. The results of the evaluation are:

<u>Firm</u>	<u>Total Bid Price (HST Included)</u>
Wajax Equipment	\$254,784.28 (Non-compliant)
NORTRAX Canada Inc.	\$214,122.66 (Specifications not met)
Strongco Limited Partnership	\$307,699.00

The tender specifications called for a much larger excavator than any excavator that the City currently owns. The specifications included a greater weight and deeper digging depths to allow for greater performance and to meet all our capital infrastructure commitments. We currently have a smaller excavator which cannot handle the work requirements. In the past we have leased larger excavators in order to meet our needs. The lowest bid did not meet tender specifications and was for a smaller excavator which we already have in service. The higher bid met our tender specifications for a larger excavator. The price is considered fair and reasonable.

ANALYSIS / OPTIONS:

1. Purchase the recommended equipment at the tendered price.
 2. Do not purchase the equipment. This option is not recommended, as this equipment will enhance the level of service in the water and sewer department of Public Works.
-


RECOMMENDED OPTION / FINANCIAL IMPACTS:

Option 1 is recommended:

That North Bay City Council approve a contract be issued to Strongco Limited Partnership in the amount of \$307,699.00 (HST included) for the supply of one (1) rubber tire excavator.

An amount of \$800,000 has been allocated in the 2011 Engineering, Environmental Services and Works Water & Sanitary Sewer Capital Budget, Line No. W42 Project No. 6002SS-WS – Public Works Vehicle & Equipment Replacement Program. By-Law No. 2011-40 was passed by City Council on March 7, 2011 authorizing the expenditure of \$800,000. The cost of this equipment, charged to Project No. 6002SS-WS, net of the HST rebate will be \$277,093.03. As of the signing of this report, Project No. 6002SS-WS has sufficient funds for this purchase.

Respectfully submitted,




Paul Valenti
Manager of Purchasing




Al Lang, CGA
Director of Financial Services


We concur in this report and recommendation.

fw: 


Laura Boissonneault, CGA
Supervisor of Budgets & Financial Reporting



Margaret Karpenko, CMA
Chief Financial Officer/Treasurer

for 

Alan Korell
Managing Director of Engineering,
Environmental Services and Works



David Linkie,
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor

CITY OF NORTH BAY

REPORT TO COUNCIL

Report No: EESW-2011-070

Date: July 27, 2011

Originator: Ray Marshall P.Eng., Infrastructure Engineer,
Engineering, Environmental Services & WorksSubject: 2010 Capital Budget, Line Item 20, Project 3004RD
Street Reconstruction: Seymour St. Widening & Signals (Station Rd. to
Wallace) Phase 1

File No. : F11- Seymour Street & Bypass MTO Funding Agreement

RECOMMENDATION

- That
- 1) the Mayor and City Clerk be authorized to sign the updated agreement for Professional Consulting Services with J.L. Richards & Associates Limited related to the Environmental Assessment (EA) of proposed intersection improvements at Seymour St. and Hwy. 11/17 bypass ; and
 - 2) the Execution By-Law be presented for three (3) readings at the Regular Meeting of Council on August 2, 2011.

BACKGROUND

This agreement represents an update to the original 2009 professional services agreement signed with JL Richards as detailed in council report CORP 2009-184. An update to the agreement is required to reflect the recent partnership between the City and the Ministry of Transportation (MTO) for a joint Environmental Assessment in the Seymour St. / Hwy 11/17 intersection area. The new agreement has an upset limit of \$272,406.00 with a 50% contribution from the MTO.

On March 21, 2011 a report was put forward to council outlining the MTO's request for an expanded Environmental Assessment of the planned reconstruction of the Seymour St. / Bypass intersection. As part of the report, it was recommended that council enter into a funding agreement with the Ministry of Transportation (MTO) providing for a 50% contribution of \$136,203.00 towards the Environmental Assessment (EA) of proposed intersection improvements at Seymour St. and Hwy. 11/17 bypass with a total cost of \$272,406.00. Council approved entering in to the cost share agreement and signed documents were returned to the MTO for execution.

The MTO has since ratified the cost share agreement and the City's design consultant (JL Richards Assoc.) is now requesting that the new scope be reflected in an updated consultant agreement with the City.

ANALYSIS/ OPTIONS

Option 1 – Update the Professional Services Agreement.

By updating the agreement with JL Richards the expanded scope of works will be formalized and the EA study can begin.

Option 2 – Not update the agreement and Decline the MTO Funding.

City Council has the option of declining the MTO funding contribution and cancelling this project, or reducing the scope of works back to a Municipal EA. Alternatives generated from a Municipal EA will only be from the municipal perspective thereby limiting solutions to Seymour St outside of the intersection.

RECOMMENDED OPTION

Option 1


It is recommended that the City to enter in to an updated agreement for Professional Consulting Services with J.L. Richards & Associates Limited as related to the Environmental Assessment (EA) of proposed intersection improvements at Seymour St. and Hwy. 11/17 bypass.

Respectfully submitted,



Ray Marshall, P.Eng.
Infrastructure Engineer

We concur in this report and recommendation.



David Euler, P.Eng.
Director, Engineering Dept.



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



Margaret Karpenko, CA
Chief Financial Officer



Peter Leckie,
City Solicitor



David Linkie
Chief Administrative Officer

Personnel designated for continuance: Infrastructure Engineer
Attached: JL Richards Professional Services Agreement (2)
Copy for: A. Cox

M.E.A./C.E.O.
CLIENT/CONSULTANT AGREEMENT
FOR
MUNICIPAL WORKS
2011

AGREEMENT CONTENTS

Contents of MEA/CEO Consultants Agreement

- Form of Agreement
- Appendix i: J.L. Richards & Associates proposal
 - Appendix A: Complete Fee Breakdown

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the second day of June

A. D. 2011

-BETWEEN-

THE CORPORATION OF CITY OF NORTH BAY

Hereinafter called the 'Client'

-AND-

J.L. RICHARDS & ASSOCIATES LIMITED (JLR)

Hereinafter called the 'Consultant'

WHEREAS the Client intends to provide the Engineering Services for:

- Ministry of Transportation Environmental Assessment Schedule B for Highway 11/Seymour Street Intersection

hereinafter called the 'MTO EA, Schedule B, HWY 11/Seymour St.' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

That J.L. Richards & Associates Limited will provide services to meet the provisions as set for within the submitted proposal entitled; City of North Bay, Highway 11/Seymour Street Improvements, MTO EA Schedule B.

That the City of North Bay will provide information, data and services as detailed and identified within the submitted aforementioned proposal.

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

ARTICLE 2 - SERVICES

2.1 Services to be provided by Consultant

As part of this binding agreement, the Proposal entitled City of North Bay, Highway 11/Seymour Street Improvements, MTO EA Schedule B, submitted to the City of North Bay is to be included and formed as part of the agreement and sets the precedence as to the services to be provided by the consultant.

2.2 Services to be provided by Client

As part of this binding agreement, the Proposal entitled City of North Bay, Highway 11/Seymour Street Improvements, MTO EA Schedule B, submitted to the City of North Bay is to be included and formed as part of the agreement and sets the precedence as to the services to be provided by the consultant.

2.3 Summary of Exclusion of Consultant Services as Defined by the Submitted Proposal

Water Quality and Fish Habitat studies are not included as part of the Drainage and Hydrology study. The Traffic Engineering study will only include the area of Highway 11/Seymour Street as identified within the proposal and previous traffic studies are to be provided by the MTO and/or City of North Bay. The outlined scope does not include the topographical survey and corresponding legal fabric for the project.

2.4 Limits of Consultant Services Summary as Defined by the Submitted Proposal

Minutes of meetings between the Client and the Consultant will be recorded and distributed by the Consultant within five (5) business days. JLR has identified six (6) meetings for client consultation, three (3) meetings for the utility agencies, two (2) meetings for the public/stakeholders information centers. If further meetings are required, the Consultant can be retained at a negotiated cost or on a time and expense basis.

No further works or downstream design pertaining to sanitary or storm sewer distribution systems are to be included in the present scope of work.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification	Hourly Rate
Project Manager	\$ 140/hr
Project Administrator	\$ 110/hr
On-Site Inspector	
a) regular time 40 hours per week	\$ 80/hr
b) overtime for 20 hours per week	\$ 80/hr
Office Technical (Engineer/Technologist/Technician)	\$ 100/hr
Survey	\$1300/day
Clerical	\$ 65/hr
Weekly Accommodations	N/A
Weekly Travel Expenses	\$ 110/wk

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.1.1 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Lump-Sum Fee / Negotiated Fee

3.2.2.1 Lump-Sum Fee Basis

- (a) Fees for the scope of work covered under this Agreement will be on a Lump-Sum Fee Basis, inclusive for labour and reimbursable expenses.
- (b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 24% per annum. The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- (c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Consultant in winding down the project.
- (d) HST will be added to the Lump-Sum Fee.

3.2.3 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 7%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

- 3.2.3.1 Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$ N/A per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing set shall not be included in this rate.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 24 percent (2 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Consultant's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Consultant will be paid the amount of the fee so invoiced. Interest at the annual rate of 24 percent (2 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultants' invoice.

(b) On Completion of the Work


Following Completion of the Work, the Consultant shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment to the Consultant.

3.3.3 Lump Sum Fee/Negotiated Fee

(a) Compensation

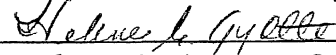
The Client will compensate the Consultant in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 24% per annum.

SIGNED, SEALED AND DELIVERED



 George T. McCaffrey, President

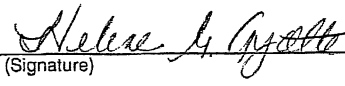
in the presence of:



 Helene G. Ayotte, Comptroller

CONSULTANT

The signatory shall have the authority to bind the corporation or company for purposes of this agreement



(Signature)

Helene Ayotte

(Name)

Comptroller

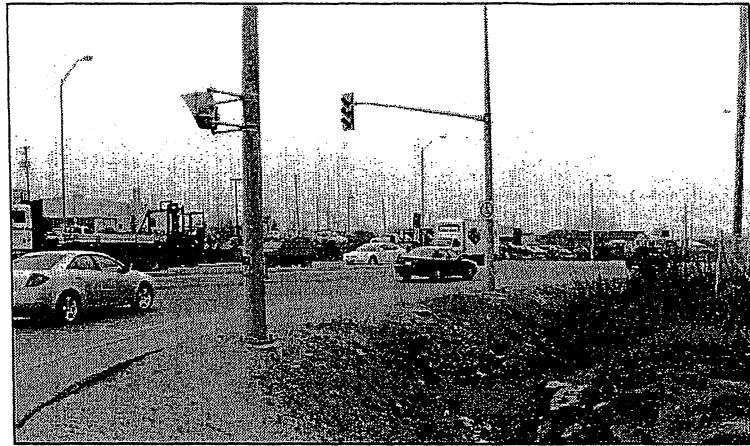
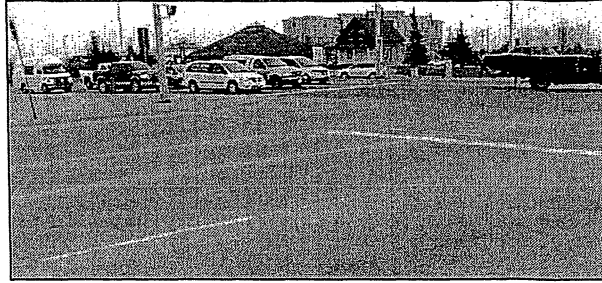
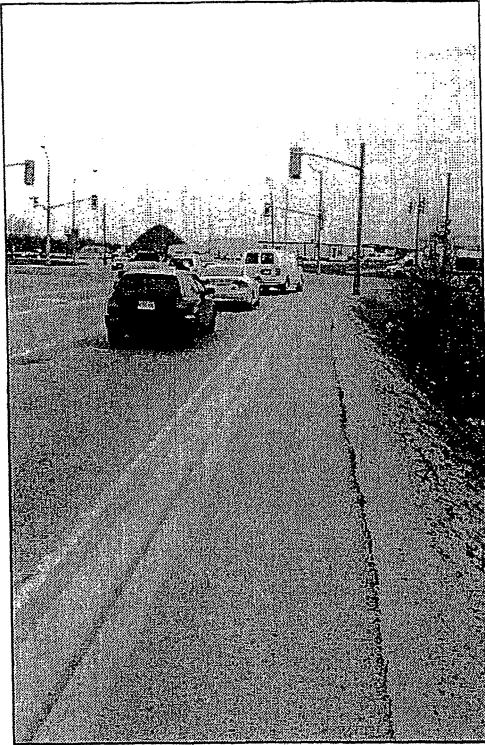
(Title)

THE CORPORATION OF

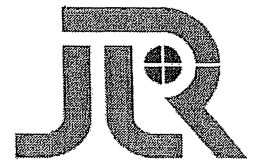
The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR/CHAIRMAN/REEVE/WARDEN

CLERK



City of North Bay
Highway 11/ Seymour Street Improvements
MTO EA Schedule B



J.L. Richards
ENGINEERS · ARCHITECTS · PLANNERS

JLR 24109-01
November 2010

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1. UNDERSTANDING OF PROJECT

Following an October 29, 2010 meeting with the City of North Bay and MTO Northeast Region staff, the following work plan has been developed to undertake an MTO Class EA (Schedule B), preliminary design and preparation of a Transportation Environmental Study Report (TESR) for improvements to the Highway 11(17)/Seymour Street intersection.

1.1 Understanding / Issues & Constraints

The City of North Bay and the MTO have requested to look at the ultimate (10 year horizon) functional requirements for the intersection. The study will include a review of capacity, geometric and operations conditions at the intersection and make recommendations for improvements.

The study shall identify any additional property requirements associated with recommended improvements, drainage, illumination and traffic signal plans and a utility relocation plan to address any utility conflicts.

The Project Team will undertake the full public review and environmental approvals process culminating in the preparation and filing of a Transportation Environmental Study Report in accordance with a Group 'B' category as identified in the Class Environmental Assessment for Provincial Transportation Facilities. A separate Preliminary Design Report will also be prepared. A public meeting will be held to review the preliminary design.

As with all provincial highway studies there may be sensitivities with respect to First Nations. To this end, early contact with First Nations is imperative to determine the magnitude of any potential native issues. All communications with First Nations shall be done via the MTO Environmental Planner. Furthermore, it is anticipated that consultation will follow the document Draft Guidelines on Consultation with Aboriginal Peoples Related to Aboriginal Rights and Treaty Rights (June 2006).

1.2 Project Approach

The main disciplines will be involved:

- Drainage and hydrology;
- Electrical Engineering (traffic signal and illumination);
- Environmental (minor effort required);
- Highway Engineering;
- Pavement Engineering; and
- Traffic Engineering.

The work will be carried out in three main phases:

- Phase 1: Data Collection and Problem Identification
- Phase 2: Alternative Review and Evaluation
- Phase 3: Preliminary Design of the Preferred Alternative and TESR Preparation

An overview of the work to be undertaken in each phase is provided below.

Phase 1: Project Initiation and Problem Identification

The first phase will be consistent with the Class Environmental Assessment for Provincial Transportation Facilities (2000) and will include:

- Start-up meeting
- Review existing site conditions, including environmental and technical investigations
- Study notification to public, stakeholders and external agencies
- Review of data in order to identify existing and future deficiencies and transportation opportunities
- Base plan preparation (assumed available from the City/MTO)
- Factor-specific environmental investigations and reports
- A clear problem identification statement
- Preparation of the Alternatives Evaluation Methodology

Preliminary Discipline Reports, including drafts of the following:

- Traffic Operations Study Report (including Collision Assessment)
- Existing Highway Conditions and Deficiency List
- Roadside Safety Review Report
- Draft Preliminary Pavement Recommendation Report
- Existing Environmental Conditions Assessment

Phase 2: Alternatives Review, Evaluation and Selection

Development of Alternatives

In this phase, we will identify and develop reasonable alternatives to resolve the 10-year deficiencies identified during Phase 1. Preliminary layout drawings and typical sections will be developed for the intersection improvement alternatives. The alternatives will be developed to a level of detail that will allow a meaningful assessment and evaluation.

Alternatives to be developed for the intersection may include, but not be limited to:

- Modifications to storage for dedicated turn lanes.
- Addition of turn lanes.
- Cross-sectional modifications (lane widths, shoulder widths) to enhance operations.

Assess Impacts of Preliminary Design Alternatives

Information obtained from various background and desktop reviews, and field investigations will be used in the assessment. The overall assessment will be documented in tabular format outlining factual information for each factor criteria as it relates to the alternative. An Alternatives Evaluation Package will be distributed to the Project Team members. The Alternatives Evaluation Package will contain the alternative assessment tables and evaluation methodology.

The analysis and evaluation of the alternatives will be carried out in the context of:

- Environmental Impacts
- Constructability
- Safety
- Geometrics
- Traffic Operations
- Property Requirements
- Utility Impacts
- Drainage Impacts
- Community Impacts
- Construction Staging
- Land Use
- Any other pertinent factors

This process will be documented in the Alternatives Assessment and Evaluation Report.

As part of the analysis and evaluation of alternatives, the improvement alternatives, including the preferred alternative and associated construction staging / traffic management, will be presented at a Public Information Centre (PIC). The information presented at the PIC will include the problem statement, alternative methods to the undertaking, base line conditions, evaluation criteria, developed alternatives, an assessment and evaluation of the alternatives, and the preferred alternative for the Highway 11 / Seymour Street intersection.

After the PIC the assessment and evaluation of alternatives will be updated to reflect any issues or concerns that are raised.

Our Project Team will then confirm with the Ministry the selection of the preferred alternative and associated construction staging / traffic management that will be further developed in the preliminary design phase.

Phase 3: Preliminary Design and Transportation Environmental Study Report

A PIC summary report will be prepared to document the PIC, including all comments received and responses to comments. The results of the PIC will be used to update the assessment and evaluation of alternatives so that issues and concerns raised at the PIC are accurately reflected. Subsequent to the PIC we will confirm with MTO the selection of the preferred alternative that will be further developed in the preliminary design.

The preliminary design will include, but not be limited to, final horizontal and vertical alignments, lane configurations, drainage, illumination and signal preliminary design, construction staging and traffic management recommendations, property requirements, utility conflict resolution strategy and estimated project costs.

Ongoing discussions will be held with regulatory agencies to identify potential contentious issues that may adversely affect the procurement of approvals / permits. Agreements-in-principle and sign-off from stakeholders will be secured where possible.

This phase of this project will also include preparing the Draft Preliminary Design Report and a separate Draft Transportation Environmental Study Report. The PDR and TESR will be submitted for a Design Technical Presentation Meeting (90%).

A set of engineering plans clearly outlining the recommended improvements will be prepared. The drawings will be two colours at 1:1000 scale in 11" x 17" format and included

in the final report. These drawings will include typical sections, lane arrangements, horizontal alignment, profiles, construction staging and traffic management for the recommended operational improvements.

The PDR and TESR will be presented at the Design Technical Presentation Meeting and the draft report will be refined incorporating comments from that meeting.

The Final TESR will be submitted to MTO for signatures. The required number of copies of the Final Report will then be prepared and submitted for final MTO Review / Approval. The required number of copies of the bound approved Final Report will be submitted and a digital copy will also be provided in the requested format on a CD. The final Transportation Environmental Study Report will be placed on the public record for a 30-day review period after Executive Review. Outstanding issues will be resolved in an attempt to avoid Part II Order requests. Part II Order requests will be responded to in a timely manner during the 30-day period. At the completion of the 30-day review period, an Environmental Clearance Eligibility Letter will be submitted to MTO.

If necessary, the Preliminary Design Report will be updated to reflect any issues that may have required some additional resolution with stakeholders during the 30-day review period. The final signed PDR will be submitted to MTO for final review / approval and presentation to the Regional Executive. Upon MTO approval, the required number of Preliminary Design Reports, along with the required digital copies, and the Final Property Request Plan will be submitted to MTO.

2. DRAINAGE & HYDROLOGY ENGINEERING

2.1 Scope / Work Plan

The Stormwater Management Report will take into consideration any existing watershed and master drainage studies as well as approved SWM reports for the same site. Other existing drainage studies such as Flood Damage Reduction Programs, Erosion Control and Flood Control, will be identified.

Water Quality and Fish Habitat studies are not expected to form part of this project and have no fees allocated. If Water Quality and Fish Habitat studies become necessary, we will obtain these studies at an additional cost.

- Obtain existing layouts of highway drainage components including stream channel, storm sewers, roadside ditches, culverts and stormwater management facilities.
- Assess existing drainage upstream and downstream to ensure conformance with new highway design criteria.
- Identify known drainage problems such as lack of sufficient outlet, flooding of culverts, highway erosion and silt infiltration of culverts.
- Calculate peak flows, water surface elevations, flow velocities and run off volumes.
- Ranges of frequencies to be analyzed are 2 year, 5 year, 10 year, 25 year, 50 year and 100 year storm.
- Determine the capacity of highway drainage for culverts, storm sewers and roadside ditches.
- Calculate proper design flow capacity and allowable depth of flow on highway surface
- Determine the need for sediment control during construction phase including layout, location and timeframe of use.
- Identify any potential conflicts with other services.
- Provide construction cost estimates.
- Prepare Preliminary Design Report.
- Attend relevant meetings.

2.2 Deliverables

The following deliverables will be submitted:

- Presentation of culvert analysis, open channel flow calculations, roadway surface flooding and scour potential.
- Presentation of peak flow rates, water surface elevations, flow velocities and runoff volumes.
- Submit preliminary drainage system layout.
- Participate in meetings with MTO and other relevant authorities.
- Submit final drainage system layout and components.
- Submit documentation to support all drainage component selections.
- Submit copies of all correspondence related to drainage design.

3. ELECTRICAL ENGINEERING

3.1 Scope / Work Plan

This project involves the preliminary design for the future configuration of the Highway 11/ Seymour Street intersection.

Preliminary electrical design will consist of the following:

- Obtain existing layouts and wiring diagrams for electrical systems, including illumination, traffic signals, flasher beacons, etc.
- Assess the existing electrical systems (illumination, traffic signals) for ownership, age and condition.
- Provide lighting calculations of the existing and proposed highway to assess performance of existing systems.
- Identify required electrical removals for equipment no longer required or equipment in conflict with preferred alternative improvement recommendations.
- Preparation of conceptual lighting design with preliminary layout drawings including calculations illustrating levels, uniformities, light trespass and crossroad spill using Ministry approved software.
- Review and include any requirements for counting stations.
- Assess and identify the need for temporary and permanent illumination and traffic signals.
- Identify any potential conflicts such as airport, astronomical observatory & hydro crossing.
- Provide preliminary probable construction cost estimates.
- Liaison with North Bay Hydro for utility connections.
- Preparation of Preliminary Design Report.
- Check compliance to Ministry standards, policies and procedures.
- Attend a meeting with MTO to co-ordinate and review preliminary design.

3.2 Deliverables

The following electrical deliverables will be submitted:

- Presentation of lighting calculations showing isolux curves for the existing and new illumination systems. The layouts will show all pertinent road features.
- Participation in a meeting with the MTO and various other authorities such as local hydro authorities and other affected utilities.
- Submit one copy of the final Electrical Preliminary Design Study Report to Electrical Engineering Section and Electrical Operation incorporating any comments made during the review of the draft report.
- Submit one copy of final Electrical Preliminary Design Study Report to Ministry's PM.
- Preparation of preliminary design drawings and opinion of probable construction cost. Drawings will conform to Ministry standards and file conventions.

4. ENVIRONMENTAL

The proposed Environmental Plan has been prepared in accordance with the MTO's Environmental Reference for Highway Design, and the requirements of the MTO Class Environmental Assessment for Provincial Transportation Facilities (as amended July 14, 2000) for Group B projects. This section describes the services to be provided, the products to be developed, the key members of our management and technical team, and our strategy to ensure that MTO's responsibilities as the project "proponent" are met in accordance with all applicable environmental statutes, policies, guidelines and procedures, including:

- Ontario Environmental Assessment Act and its Regulations
- Canadian Environmental Assessment Act (CEAA)
- Fisheries Act
- Navigable Waters Protection Act
- Species at Risk Act (SARA)
- Migratory Birds Convention Act, 1994
- Ontario Environmental Protection Act
- Ontario Water Resources Act
- Ontario Endangered Species Act, 2007
- Ontario Heritage Act
- MTO environmental policies, protocols and procedural guidelines
- Other relevant federal, provincial and municipal legislation, policies and guidelines, such as the, Planning Act, official plans, by-laws, etc.

4.1 Scope / Work Plan

The following consists of the proposed tasks that will be undertaken by Great Lakes Environmental Services (GLES) as part of the study. GLES will carry two sub contractors for this project: Boreal Heritage Consulting and Waters Environmental Geosciences Ltd. to cover the cultural heritage and groundwater requirements respectively.

4.1.1.1 Task 1: Collection of Background Information

- Contact all involved regulatory agencies and appropriate information sources to request and acquire all available background information necessary.
- Background information may consist of, but is not limited to, any available studies, general information, maps of the area, documented correspondence with regulatory authorities such as Ministry of Natural Resources, City of North Bay, North Bay Mattawa Conservation Authority and the Department of Fisheries & Oceans.
- A Natural Heritage Information Centre search will be performed to identify any potential Species at Risk within the study area.

4.1.1.2 Task 2: Field Investigations

- Conduct a full on site inspection of all areas that may be potentially impacted by the proposed improvement.
- Prepare a summary of the natural inventory present (aquatic and terrestrial).
- Document all general environmental impacts that the proposed development may cause.

-
- Take site photographs and catalogue for reporting purposes.
 - Prepare a letter type report highlighting any significant features within the study area.
 - Natural features identified may include wetlands, woodlands, valleylands, wildlife habitat, fish habitat, vulnerable habitat, endangered and threatened species as well as any Areas of Natural and Scientific Interest (ANSI)
 - Areas to be reviewed during field investigation are, in and around the Highway 11/Seymour Street Intersection and an area of influence of 120m around the site.

Measures to protect / mitigate / enhance environmental conditions will be identified and assessed in detail during the environmental impact study.

4.1.1.3 Task 3: Natural Environment Inventory and Impact Assessment

- Prepare a brief summary report outlining all information collected. Summary will include historic information as well as any other data collected during the fieldwork.
- The report will identify any specific aquatic features and/or fish habitat.
- The report will also identify plant and wildlife species utilizing the study area.
- The location and proposed activities will be outlined as well as any potential impacts of construction or subsequent usage and any viable mitigation measures.

4.1.1.4 External Consultation

It is expected that the proposed consultation program will involve selected federal and provincial agencies (MNR, MOE, DFO etc...), the City of North Bay, First Nations, utility companies, ratepayers groups, and other public stakeholders, including individual adjacent private property owners and business operators.

Participants will be further kept up-to-date on project progress and issues through distribution of written information, telephone and email communications, and meetings.

The information presented will focus on but not be limited to:

- MTO Class EA process
- Existing and forecast conditions at the intersection
- Statement of project area deficiencies and opportunities for operational improvements
- Proposals for discrete operational improvements
- Plan for rehabilitation of pavement structure and drainage improvements
- Construction / rehabilitation methods, detours, staging and timing needs, and related environmental impacts (i.e., night work, proximity effects of noise, dust, vegetation removals, etc.)
- Other environmental sensitivities and proposed mitigation treatment (e.g., landscaping treatments)
- Property requirements, if any, associated with the proposed plans and information on the Ministry's property acquisition process
- EA documentation / process options and implications with respect to further consultation and input

4.1.1.5 Procurement of Formal Environmental Approvals & Bylaw Exemptions

The Preliminary Design investigations will identify all permits, approvals, and exemptions required under applicable legislation and regulations. This list will be reviewed at the

initiation of this assignment and updated as necessary. Particular attention will be paid to the need to secure the potential for triggering the Canadian Environmental Assessment Act (CEAA) under the Law List Regulations. Our approach will include consultation with the appropriate regulatory agencies in an attempt to achieve high level approval in principle on the project proposals and to clearly identify information requirements for the Detail Design (permitting) phase.

Any requirements under the Ontario Endangered Species Act will be identified during the aquatic and terrestrial investigations.

4.1.1.6 Environmental Assessment Documentation

Pursuant to the requirements of the Ministry's Class EA, a stand-alone TESR will be prepared to document the environmental component of the assignment. A separate PDR will be prepared, which will incorporate the environmental component in accordance with Ministry requirements.

The TESR will include a summary of environmental conditions, the impact assessment, development of Preliminary Design alternatives, identification and refinement of the technically preferred Preliminary Design option(s), results of the consultation program, and identification of formal environmental approval requirements.

The TESR will be supported by factor-specific technical reports (summarized in the TESR) or other information for the terrestrial ecosystems, vegetation, stormwater management, groundwater / wells, land use, built heritage / cultural landscape, air quality, archaeology, First Nations considerations, and contaminated property and waste management considerations.

4.1.1.7 Environmental Clearance

Our Environmental Planner will track progress for eligibility to receive environmental clearance for proceeding to Detail Design (i.e., TESR review period completed with no objections or requests for a Part II Order) and will provide information to the Ministry in this regard in the form of a Clearance Letter. The Planner will report progress on a regular basis. The progress reporting will also include a forecast and analysis of any problems that could result in delays, and an explanation of action that has been undertaken or suggested to resolve problems.

4.1.1.8 Class EA Process Monitoring

This task will consist of the documentation obtained or developed throughout the course of the project that will be organized and maintained in an Environmental Project File. This information, such as project correspondence, media reports, notes of meeting, PICs documentation, etc., will be used to complete the "MTO Class EA Process Monitoring Questionnaire for Design Consultant Staff" (September 2000).

4.2 Deliverables

4.2.1.1 Environmental Impact Study

The **Environmental Impact Study** will include all applicable environmental factors. For all impact assessments conducted, the analyst will examine the degree of significance, the

duration of the effect and the extent to which significance can be reduced through reasonable mitigation, resulting in an acceptable “net” effect.

Cultural Heritage – Archaeology

The Archaeology component of the study will be conducted by Boreal Heritage and will comprise a Stage 1 assessment, given the current absence of information upon which a Stage 2 assessment may be based. Upon direction by MTO, a Stage 2 assessment may be conducted for any additional property required for the highway rehabilitation works, as required; this study element would be subject to a separate or extended agreement.

The Stage 1 archaeological assessment will focus on conducting background research on the project study area and will include the following tasks.

Task 1: Review Existing Archaeological Site Location Data

ASI's existing database of known archaeological sites within the study area will be updated by:

- Reviewing pertinent provincial and federal government files (Ontario Archaeological Sites Database)
- Reviewing and compiling the results of a literature search (published and unpublished)

Task 2: Determine Archaeological Site Potential of the Study Area

The archaeological site potential of the study area will be determined by:

- Reviewing archaeological site location data updated during Task 1
- Reviewing the geo-morphological and hydrological character of the study area on the basis of available project mapping
- If one or more cemeteries are located within the study area, municipal and / or regional cemetery officials and / or heritage planners will be notified to obtain relevant information if necessary.

Task 3: Stage 1 Archaeological Assessment Report Preparation

The Stage 1 archaeological assessment report (Technical Report) will describe the results of all background research and fieldwork, and will contain all necessary photographic and cartographic documentation. The report will fulfill the project requirements, while at the same time addressing all of the archaeological and licensing concerns outlined in the Ontario Heritage Act and the Environmental Assessment Act. Please note that any recommendations made in the archaeological assessment report are subject to Ministry of Culture approval. The report will be submitted to MTO for review and revisions, and then submitted to the Ontario Ministry of Culture for the purposes of review and licensing.

Air quality will be assessed based on the performance measures in SYNCHRO for the various alternatives.

4.2.1.2 Environmental Protection and Mitigation

Terrestrial Ecosystems

If required, mitigation measures (i.e., avoidance of specimen trees, transplanting, habitat avoidance / rehabilitation) will be recommended to ensure no loss of rare or endangered flora / fauna and minimize impacts to adjacent designated environmentally sensitive areas and / or areas of conservation interest.

Additional site investigations prior to the scheduled construction year may be required to identify additional migratory bird constraints. This type of additional work will also be considered for inclusion in the project commitments.

Groundwater

Where potential impacts to groundwater resources are identified, appropriate mitigations strategies will be developed. It is expected that this will focus on minimizing groundwater interference, particularly as related to baseflow contributions to the crossing watercourses. In addition, necessary commitments to future (Detail Design / Construction phase) investigations, including additional surveys and monitoring, will be identified and included in the EA documentation.

5. HIGHWAY ENGINEERING

5.1 Scope / Work Plan

All Highway Engineering work will be incorporated into a Preliminary Design Report, which will document the following elements:

- A detailed field review of the existing conditions – including familiarization with the horizontal and vertical alignment.
- Documentation of existing conditions and recommendations in a Field Review Report.
- A highway safety review and documentation of all deficiencies. Preparation of Roadside Safety Review.
- Identification, development, assessment and evaluation of improvements to intersection.
- Identification and development of the Preliminary Design of the preferred alternative.
- Preparation and approval of the Preliminary Design Criteria.
- Acquisition of existing and proposed utility information, preparation of a composite utility plan, subsurface utility exploration, identification of plants in conflict with the preferred design, and recommendations for a utility relocation strategy. Preparation of Composite Plan.
- The preparation of the preliminary design plan and profile in plate format at 1:1000 scale (utilizing colour).
- Determination of any permanent property requirements and temporary limited interest for all proposed alternatives, and the preparation a Property Request Plan for the recommended alternatives. Preparation of Preliminary Site Screening Reports for Property Request.
- Preparation of preliminary cross-sections for the recommended alternative.
- The development of staging / detour requirements (if required) for the recommended alternative.
- Preparation of preliminary quantity, cost and construction working day estimates.

5.2 Deliverables: Preliminary Design & TESR Submission

Preliminary Design of the Preferred Alternative – The team will identify and develop the preliminary design of the recommended Highway 11 / Seymour Street intersection improvements, including pavement rehabilitation; illumination and drainage improvements; and associated construction staging and traffic management requirements.

Following the evaluation process and consultation with the public, the recommended design will be developed to a preliminary level of detail, clearly showing the required geometrics, property and utility relocation needs, environmental and transportation impacts and supported with drawings at an appropriate scale.

The preferred alternative will be thoroughly documented in the preliminary design report, and will include horizontal and vertical alignments (AutoCAD LDD / InRoads), typical cross-sections (identifying right of way requirements, number and width of lanes, shoulder width and type, median width and type, grading features, etc), LLD cross-sections, identification of drainage requirements, and the construction staging / traffic management requirements.

6. PAVEMENT ENGINEERING

6.1 Scope / Work Plan

The Pavement Engineering study will be incorporated into the Preliminary Design Report and will include the following procedures:

- A series of boreholes will be carried out in the intersection area, such that pavement design can be designed to match the existing cross section.
- Boreholes will identify existing pavement structure and sub-grade conditions.
- A detailed laboratory testing program will be carried out for classification purposes of samples retrieved.
- Classifying and recording all the field data will be carried out under the full time direction of a senior member of the engineering staff.
- The laboratory test program will include natural moisture content and gradation analyses percent crush, asphalt coated particles on select samples to establish the quality of the material on site as well as Atterberg limit tests.

6.2 Deliverables

- Field data and map of borehole locations.
- Borehole site data.
- Laboratory testing program and results.
- A preliminary pavement design report will be submitted outlining sub-grade and asphalt requirements.
- Participation in a meeting with MTO and other authorities.
- Submission of a final engineering report.

7. TRAFFIC ENGINEERING

The detailed traffic study will include a review of correspondence, issues, and background studies, study area justification, traffic data collection, traffic forecasting, level of service and capacity analysis, roadside safety and collision analysis, geometric / operational / and safety requirements, signing and pavement marking review and recommendations, traffic management and construction staging, and signal design.

7.1 Scope / Work Plan

Study Area – For traffic analysis purposes, the study area will include simply the Highway 11/Seymour Street.

Traffic Data Collection/Analysis – We will obtain all available traffic data for use in design/capacity calculations, queue/delay calculations, road user cost calculations, and other analyses as required. An allowance for an updated intersection count has been made.

Collisions – We will undertake a collision analysis and be responsible for the review, development, and investigation of reasonable alternatives to correct operational, safety, and design deficiencies. Mitigation measures will be recommended in conformity with the Roadside Safety Manual, the HEIR Guidelines, and the Geometric Design Standards for Ontario Highways (GDSOH).

Our analysis will be undertaken in two stages. First we will undertake an office investigation which involves the following:

- Review of 5-year collision information for 2003-2008 in the AIS database provided electronically from MTO.
- Preparation of tables summarizing number of collisions, collision type, light conditions, surface conditions, time of day, day of week, and LHRS location.
- Calculation of average collision rates (per million vehicle kilometres) for each 1 km segment in the study area for each year for the 5 year period.
- Comparison of the rates to the Provincial average.

In the second stage of our analysis, we will seek to understand the causes of collision patterns and to potentially link collision trends with deficient geometry or with road environment. The most promising countermeasures will then be short-listed for further consideration in the study.

Roadside Safety – Roadside safety will be reviewed for compliance with the Roadside Safety Manual, the HEIR Guidelines, and the Geometric Design Standards for Ontario Highways (GDSOH), for a 80km/h design speed, unless otherwise approved in the Design Criteria. Roadside hazards within the enhanced clear zone (10 m to 15 m) will be reviewed based on 1996 AASHTO Roadside Design Guide Appendix A methodology.

The inventory, identification of deficiencies and incremental benefit/cost assessment will be presented in a draft HEIR technical memo. Following the memo approval, the recommended/approved treatments will be fully incorporated into the final PDR.

Level of Service and Design Hour Volume (DHV) – This component will consist of several tasks leading up to the determination of existing and future level of service and design hour volumes.

a) Existing Conditions

We will prepare representative existing 2010 design hour volumes from the weekday and weekend traffic counts collected in the study area and from an appropriate DHV adjustment factor (to reflect seasonal peak conditions) based on available annual traffic data. The weekday AM or PM peak period counts will be assessed to determine which peak period is higher for design hour volume calculations.

We will perform existing capacity and level of service analysis, speed and delay, and queue analysis based on actual existing road geometry and traffic conditions and will compare/validate with field observations and the SYNCHRO results.

Existing level of service, delay, and volume to capacity ratios will be illustrated in tables and graphically.

b) Traffic Forecasts and Future Analysis

We will gather previous traffic impact studies from adjacent developments and extract trip generation and assignments for the subject intersection. We will prepare design hour volume forecasts in the study area for a 2021 horizon using available historical AADT, SADT, and DHV data, and land use growth projections for the study area.

Based on the capacity and level of service analysis results for both existing and future base conditions and the specific deficiencies identified from safety, operational, and geometric analyses and reviews, we will define the problem(s) and the opportunities and constraints for the intersection.

The team will then identify the types of improvements required to eliminate the deficiencies, the timing of the improvement, and the life expectancy of the improvement based on triggering the capacity threshold. Graphs will be prepared to show the timing of improvement, life expectancy and phasing recommendations. Deficiencies and improvements will be organized as immediate 5-10, and 10-20 horizons.

Signing – We will review the existing inventory plans of all ground-mounted and overhead signs, including signs at ramps, intersections and on crossing roadways within the project limits, to identify impacts and provide alternatives to the existing signs for construction staging purposes and for permanent conditions. We will undertake a field visit to ensure all signs have been inventoried with sign message, sign size, post, offset, LHRS, sign/post condition, etc.

We will also identify locations where existing signing may be contributing to operational problems as part of the collision analysis.

This will involve a comparison to accepted human factors and positive guidance principles. As a result, we will determine which signs may require replacement, relocation, or removal. We will also identify signs that do not conform to the ministry's clear zone policy as defined in the Roadside Safety Manual and make recommendations for improvement.

Working with the highway engineering team, we will prepare preliminary signing recommendations and a 1:1000 Signing Concept Plan of recommended guide signing for the approved alternative. In preparing the recommendations, we will refer to the King's Highway Guide Signing Policy Manual and the Ontario Traffic Manual (OTM) Books 5, 6, 7, 11 and 12.

We will review all pavement hazard and delineation markings for conformance with OTM Book 11 during temporary and permanent conditions. Any deficiencies will be identified and we will provide recommendations to mitigate deficiencies.

7.2 Deliverables

We will document the detailed traffic analysis of the study area through the following deliverables.

The team will submit two copies of the Draft Traffic Study Report (which will document the below deliverables) for the Ministry's review and approval. This report will include the following deliverables:

- Traffic operational analysis report
- Illumination warrant calculations
- 1:1000 Signing Concept Plan
- 1:500 Recommended Geometric Improvements Plan
- 1:500 Preliminary Traffic Control Signal Design Plan
- Detour Design Criteria (if applicable)
- Signing and pavement marking recommendations
- Identification of affected traffic counting stations and new locations
- Traffic management plan and supporting staging/detour analysis

Final versions of the Traffic Study report will be incorporated as a chapter in the PDR.

J.L. Richards & Associates (JLR) is pleased to offer engineering services to undertake and develop an MTO Class Environmental Assessment (Schedule B). We will also provide a Preliminary Design and prepare a Transportation Environmental Study Report for the improvements to the Highway 11(17)/Seymour Street intersection.

We propose to carry out the work as indicated above for a fixed sum of Two Hundred Forty One Thousand, Sixty Seven Dollars and Twenty Six Cents (\$241,067.26), excluding HST. Refer to Appendix A for a complete fee breakdown including all sub trades.

The above offer does not include the final design of the approved solution or its tendering process, review of tenders, award of contract, nor does it include contract administration and inspection.

Legal fabric of the entire area and full topographical data is required to perform this task. JLR's outlined scope of work does not include these services. The topographical survey and corresponding legal fabric is to be supplied by the City of North Bay.

We are able to begin this work within one week of your acceptance of this offer. We trust that the above offer is satisfactory and look forward to assisting you in this endeavour.

Time-basis fees for all revisions to the architectural, planning and engineering scope of services will be in accordance with the following charge-out rates:

Project Architect / Engineer	\$200/hour
Senior Architect / Engineer	\$150/hour
Senior Technologist / Specialist	\$ 95/hour
Intermediate Technologist	\$ 90/hour
Field Staff	\$ 80/hour
Clerical / Support Staff	\$ 60/hour

STATEMENT OF CONFIDENTIALITY

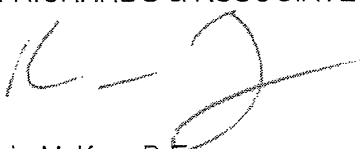
This proposal is the property of J. L. Richards & Associates Limited and is intended for the sole use of the Battlefield Equipment Rental to evaluate engineering consultants for the purposes of selecting a firm to complete the referenced studies.

This document may contain information such as the know-how, personnel, billing rates and methodology of the firm. JLR competitors could identify in this Proposal technical, industrial, human and financial information which would provide them with considerable advantage in this and other projects and cause damage to the operation of JLR. The contents of this Proposal are considered confidential and must be exempt from disclosure under access to information, or similar legislation.

If you would like us to clarify or discuss any aspect of this Proposal, please call at any time.

Yours very truly,

J.L. RICHARDS & ASSOCIATES LTD.



Kevin McKay, P.Eng.
Project Engineer
KKM:ccg

APPENDIX 'A'

DETAILED PRICE BREAKDOWN BY MAJOR TASK
HIGHWAY 11/17-SEYMOUR STREET INTERSECTION MTO CLASS EA
THE CORPORATION OF THE CITY OF NORTH BAY MTO

MAJOR WORK TASK	J. HIGHWAYS										J-TRANS					SUB-CONSULTANTS				TOTAL HOURS	TOTALS
	Kirkby P.Eng Project Mgr	S. Stewart P.Eng	J. Craft P.Eng Design	D. Blankens P.Eng Design	R. L. Smith P.Eng Design	D. G. Smith P.Eng Design	T. H. Smith P.Eng Design	C. Smith P.Eng Design	S. Keen P.Eng Design	S. Gumbel P.Eng Design	M. H. Smith P.Eng Design	Adrian Support	T. Smith Support	Great Lakes Environmental	Marsh Permit	Reed Helwig Architect	Water Envir Groundwater				
HOURLY RATE	\$150	\$110	\$200	\$110	\$100	\$90	\$90	\$60	\$185	\$110	\$133	\$68	\$77								
TASK 1 - DEVELOP PROBLEM OR OPPORTUNITY																					
1.1 Study Initiation	1.00	8.00			2.00			2.00	10.00			5.00					28.0				
1.2 Establish Consultation Contact List	1.00	12.00						3.00	1.00								17.0				
1.3 Notice of Study Commencement		8.00						4.00	2.00								14.0				
1.4 Data Collection	4.00			4.00	10.00	4.00	4.00	2.00	1.00					4000.00			22.0				
- Engineering Inventory	6.00				6.50			7.00	2.00								20.5				
- Archeological and Heritage Inventory	1.00				4.00	2.00		1.00							1000.00		7.5				
- Natural Environment Inventory	1.00	2.00			1.00	4.00		1.00					2750.00				9.0				
- Review Geotechnical Information	1.00				1.00	4.00	4.00	1.00		4.00						1800.00	15.0				
- Traffic and Collision Data	4.00							1.00	8.00				24.00				34.0				
1.5 Transportation Needs Analysis	15.50			6.00				1.00	16.00	4.00			64.00				127.0				
1.6 Problem and Opportunity Statement	15.50			0.50					4.00	14.00							6.0				
LEVEL OF EFFORT - TASK 1	10.0	30.0	0.0	10.0	21.0	16.0	17.0	12.0	38.0	49.0	4.0	5.0	88.0				300.0				
TOTAL COSTS - TASK 1	\$1,500	\$3,300	\$0	\$1,100	\$2,100	\$1,440	\$1,530	\$720	\$7,030	\$5,390	\$532	\$340	\$6,776	\$2,750	\$4,000	\$1,300	\$1,800	\$41,808.00			
TASK 2 - REVIEW OF ALTERNATIVE SOLUTIONS & IDENTIFY PREFERRED OPTION																					
2.1 Develop Constraints Map	2.00				1.00				1.00				12.00					24.0			
2.2 Development of Alternative Solutions	4.00				10.00			1.00	18.00	2.00			40.00					105.0			
2.3 Identification of Assessment/Evaluation Criteria	2.00	2.00			2.00	4.00		1.00	4.00	2.00			8.00		2700.00			27.0			
2.4 Analysis and Evaluation of Alternative Solutions/Identification of a Preliminary Preferred	4.00		4.00	8.00	2.00			1.00	8.00	8.00			4.00					47.0			
2.5 Meeting with Key Agencies	8.00				10.00			1.00	2.00									20.0			
2.6 Selection of a Preferred Solution(s)	1.00	1.00			1.00			1.00	4.00	12.00			8.00					28.0			
2.7 Submission of Planning Phase Memo	2.00	8.00			2.00	4.00		4.00	8.00	22.00			4.00					61.0			
LEVEL OF EFFORT - TASK 2	14.0	11.0	8.0	8.0	28.0	8.0	7.0	46.0	34.0	66.0	4.0	72.0					312.0				
TOTAL COSTS - TASK 2	\$2,100	\$1,210	\$1,680	\$880	\$2,800	\$720	\$630	\$420	\$8,325	\$3,740	\$532	\$5,544	\$0	\$2,700	\$0	\$0	\$0	\$39,719.00			
TASK 3 - SELECTION OF PREFERRED ALTERNATIVE DESIGN & PRELIMINARY DESIGN																					
3.1 Identification of Alternative Design Concepts	4.00		5.00	8.00	2.00			4.00	8.00	24.00			40.00					85.0			
3.2 Identification of Assessment/Evaluation Criteria	1.00	1.00						2.00	2.00	2.00		4.00	2.00					14.0			
3.3 Assessment of Alternatives	1.00	8.00			4.00			2.00	2.00	4.00	2.00		2.00					24.0			
- detailed survey & base plan preparation - Review Allowance	1.00				1.00			1.00										4.0			
- 400mm diameter watermain trunk	10.00				2.00			8.00	1.00			1.00						22.0			
- SWM	8.00				2.00			8.00	1.00	0.50								19.5			
- Property Impacts	1.00				2.00			2.00		8.00			8.00					21.0			
- sewer & watermain Investigations	10.00				5.00			1.00	0.00									16.0			
3.4 Evaluation and Identification of Technically Preferred Design	2.00				2.00			2.00	4.00	8.00			8.00					28.0			
3.5 Development of Utility Plan	8.00	4.00			8.00			8.00	2.00	0.50			0.50					29.0			
3.6 Prepare Preliminary Cost Estimate	4.00		2.00	2.50	9.00			4.00	2.00	2.00			8.00					33.5			
3.7 Public Information Centre	8.00	12.00			12.00			4.00	20.00	2.00	12.00	8.00	18.00					98.0			
3.8 PIC Summary Report	4.00	16.00			3.00			2.00	2.00	2.00								29.0			
3.9 Selection of a Preferred Design	2.00				2.00			1.00	2.00			4.00						11.0			
3.10 Meeting with Stakeholders and Affected Property Owners Prior to PIC	8.00				5.00				2.00									15.0			
3.11 Follow-up meetings	3.00	4.00			3.00			8.00		1.00								19.0			
LEVEL OF EFFORT - TASK 3	74.0	45.0	7.0	15.5	45.0	20.0	39.0	28.0	47.0	8.0	67.5	8.0	68.0	\$0	\$0	\$0	\$0	472.0			
TOTAL COSTS - TASK 3	\$11,100	\$4,950	\$1,400	\$1,705	\$4,500	\$1,800	\$3,510	\$1,680	\$8,695	\$880	\$8,978	\$544	\$5,236	\$0	\$0	\$0	\$0	\$54,977.50			
TASK 4 - FINALIZATION OF PRELIMINARY DESIGN AND FILING OF ESR																					
4.1 Draft TESH	8.00	16.00		6.00	4.00	16.00	8.00	4.00	8.00	8.00	8.00	8.00	8.00					94.0			
- Refine Preliminary Design	2.00				4.00	3.00		3.00	4.00	4.00	32.00	2.00	22.00					84.0			
- Prepare Property Acquisition Plan	2.00				4.00			2.00	1.00									17.0			
- Finalize Preliminary Design	6.00		5.00	8.00	4.00	8.00	24.00	2.00	4.00	2.00	4.00	5.00	4180.00	10500.00				72.0			
4.2 Final TESH	4.00	8.00		12.50	4.00	8.00	8.00	8.00	4.00	8.00	8.00	18.00	8.00					96.5			
4.3 Notice of Completion	8.00	8.00			8.00			1.00	1.00									17.0			
4.4 Monitor / Address Inquiries During 30-Day Filing	8.00				8.00			2.00	2.00									24.0			
LEVEL OF EFFORT - TASK 4	23.0	38.0	5.0	24.5	16.0	46.0	51.0	22.0	24.0	22.0	60.0	18.0	53.0	\$4,180	\$10,500	\$0	\$0	404.5			
TOTAL COSTS - TASK 4	\$3,450	\$4,180	\$1,000	\$2,895	\$1,600	\$4,920	\$4,590	\$1,320	\$4,440	\$2,420	\$7,980	\$1,224	\$4,081	\$4,180	\$10,500	\$0	\$0	\$57,980.00			
TASK 5 - PROJECT MANAGEMENT & ADDITIONAL MEETINGS																					
5.1 Meetings with Client (6 in total - 1 accounted for above)	20.00	10.00			10.00			2.00	50.00	10.00	20.00							122.0			
5.2 Meetings with Agencies (3 utilities, partially included above)	15.00			9.00	10.00			2.00										30.0			
5.3 Meetings with businesses (2)	5.00				2.00			2.00										9.0			
5.4 Project Management	8.00				8.00			4.00	24.00		24.00							60.0			
LEVEL OF EFFORT - TASK 5	48.0	10.0	0.0	3.0	30.0	0.0	0.0	10.0	74.0	10.0	20.0	24.0	0.0	\$0	\$0	\$0	\$0	227.0			
TOTAL COSTS - TASK 5	\$6,800	\$1,100	\$0	\$330	\$3,000	\$0	\$0	\$600	\$13,690	\$1,100	\$2,660	\$1,632	\$0	\$0	\$0	\$0	\$0	\$31,012.00			
TOTAL LEVEL OF EFFORT - SEYMOUR ST.	167.0	134.0	20.0	61.0	140.0	92.0	114.0	79.0	228.0	123.0	217.5	59.0	281.0					1,715.5			
TOTAL COSTS - SEYMOUR ST. (Excludes HST)	\$25,050	\$14,740	\$4,000	\$6,710	\$14,000	\$8,280	\$10,260	\$4,740	\$42,180	\$13,530	\$28,928	\$4,012	\$21,637	\$6,930	\$17,200	\$1,300	\$1,800	\$225,296.50			

Deliverables (7%) \$15,770.76
 Sub-Total \$241,067.26
 HST \$31,938.74
 Total \$272,416.00

#14

CITY OF NORTH BAY

JUL 28 2011

CLERK'S DEPT.

City of North Bay

Report to Council

Report No: CSBU 2011 - 68

Date: June 26, 2011

Originator: Shawn Killins, Chief Building Official

Subject: Clean Yard By-Law on Residential Lands.

RECOMMENDATION

1. That Council receives and adopts the Clean Yard By-Law establishing standards for Exterior Property Maintenance and Grass Control on Residential Lands.
2. That the short form wording schedule for By-Law offences be adopted to enhance enforcement.

BACKGROUND

The City of North Bay has recognized a need within the community to more quickly and effectively deal with complaints received regarding the maintenance of residential property. The complaints typically are with respect to the storage of domestic waste, debris, refuse, garbage, discarded construction material, abandoned vehicles and uncut grass, etc on residential property. Recently there have been an increased number of complaints received from residents in the Thibeault Terrace area of the City. The attached Clean Yard By-law is intended to compliment the Rental Housing Licensing By-Law before Council as well as the current Property Standards By-Law.

The City of North Bay currently has a Property Standards By-Law No. 1999-06; being a By-Law to "provide standards and vital services for the maintenance of the physical condition and occupancy of property" within the community. This By-Law was enacted in 1999 through the City's Official Plan and provisions relating to property standards as provided in the Building Code Act, S.O. 1992, c.23. The Building Code Act Section 15. and Property Standards By-Law 1999-06 prescribe the legislated provisions relating to municipal property standards. Included in these provisions are the mandatory time lines associated with the compliance process, an appeal process and the enforcement component.

The current process followed when dealing with a property standards complaint is as follows. Upon receiving a written complaint, an inspection is conducted to determine if a violation exists. If a violation does exist the officer would issue a "Notice of Non –Conformance" giving the owner the opportunity to bring the property into compliance within a specified time frame. Depending on the nature of the violation the time frame will range from immediate to 30 days. A second inspection is conducted after the established deadline. If the property remains in contravention of the "notice" an Order to Remedy violation is issued pursuant to Section 15.2 of the Building Code Act. This Order carries with it a legislated time frame for compliance of 19 days. Within the 19 days the owner or occupant who may not be satisfied with the terms or conditions of the Order may file an appeal to be heard by the Property Standards Committee. The scheduling of the hearing involving the coordination of the three committee members, the secretary, the property standards officer, the City prosecutor and the appellant can often take up to 2 months. In total, the current time frames associated with the property standards process can be 25 – 50 days, notwithstanding the appeal process.

It is important to note that the proposed Clean Yard By-Law is not intended to replace the existing Property Standards By-Law. The scope of each by-law, although similar in a few areas is different in most. For example, the proposed by-law deals only with the exterior yards of properties while the existing property standards by-law covers a larger, more complex area of maintenance including the interior of most buildings as well as commercial and industrial properties. By identifying our more common, minor complaints and addressing those in the proposed bylaw it is proposed that exterior property maintenance and grass control in the City will be dealt with more quickly and effectively.

The proposed by-law prescribes a number of offences related to the appropriate maintenance of the exterior of private property within the City. In order to effectively enforce such offences, short form wording is required as part of the process to issue a provincial offences "ticket". Please refer to the attached short form wording schedule.

The proposed Clean Yard By-Law was identified in Report to Council, CORP 2011-48, dated April 19, 2011 prepared by Michael B. Burke, City Solicitor.

Recommended Option

Option #1

1. That Council receives and adopts the Clean Yard By-Law establishing standards for Exterior Property Maintenance and Grass Control on Residential Lands.
2. That the short form wording schedule for By-Law offences be adopted to enhance enforcement.

Option #2

1. That Council does not receive and adopt the Clean Yard By-Law establishing standards for Exterior Property Maintenance and Grass Control on Residential Lands.
2. That the short form wording schedule for By-Law offences not be adopted to enhance enforcement.

Respectfully Submitted



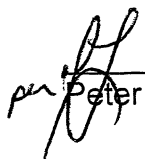
Shawn Killins, Chief Building Official



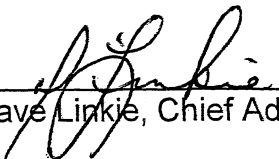
Ron Melnyk, By-Law Enforcement Officer



Jerry Knox, Managing Director Community Services



Peter Leckie, City Solicitor



Dave Linkie, Chief Administrative Officer

THE CORPORATION OF THE CITY OF NORTH BAY

By-law No. 2011- CLEAN YARD BY-LAW

BEING A BY-LAW TO ESTABLISH STANDARDS RESPECTING EXTERIOR PROPERTY MAINTENANCE AND GRASS CONTROL ON RESIDENTIAL LANDS.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25 provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 127 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may require the owner or occupant of land to clean and clear the land, not including buildings, or to clear refuse or debris from the land, not including buildings and for regulating when and how such matters shall be done and for defining "refuse";

AND WHEREAS Section 128 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS Section 131 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may prohibit and regulate the use of any land for the storage of used motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

AND WHEREAS Section 425 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws providing that any person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 435 of the *Municipal Act, 2001*, S.O. 2001, c.25 provides conditions governing the exercise of a power of entry for municipalities to enter onto lands to inspect for the purposes of this by-law;

AND WHEREAS Section 436 of the *Municipal Act, 2001*, S.O. 2001, c.25, provides that a municipality may enter on land at any reasonable time for the purpose of carrying out inspections to determine compliance with a by-law or an order under a by-law;

AND WHEREAS Section 446 (1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws directing or requiring that a matter or thing be done and that in default of it being done by the person directed or required to do it, such matter or thing shall be done at the person's expense. Section 446(2) provides that a municipality may enter upon land at any reasonable times for the above purpose and Section 446(3) provides that a municipality may recover the cost of doing a thing or matter required above and may recover the costs by action or by adding the costs to the tax roll and collecting them in the same manner as taxes;

AND WHEREAS the Council of The Corporation of the City of North Bay passed a resolution on _____, 2011, to approve the adoption of a Clean Yard By-Law to establish standards respecting exterior property maintenance and grass control on residential lands in the City of North Bay;

AND WHEREAS it is deemed expedient to pass this by-law;

NOW THEREFORE the Council of The Corporation of the City of North Bay enacts as follows:

PART 1 – DEFINITIONS

1. For the purposes of this By-law, the following definitions and interpretations shall govern.
 - 1) **“By-law Enforcement Coordinator”** means the By-law Enforcement Coordinator of the City or a person delegated by him for the purposes of this By-law;
 - 2) **“Chief Building Official”** means the Chief Building Official appointed by Council under Section 3 of the Building Code Act;
 - 3) **“Chief Property Standards Officer”** means the Chief Property Standards Officer appointed by Council under Section 15.1 of the Building Code Act;
 - 4) **“City”** means The Corporation of the City of North Bay;
 - 5) **“Compost”** means discarded organic material commonly referred to as compost and includes leaves, grass clippings and kitchen waste;
 - 6) **“Council”** means the Municipal Council of The Corporation of the City of North Bay;
 - 7) **“Clean or cleared”** shall include the removal of Debris and Refuse, Grass as defined and the removal of stock piles of soil or other aggregate material not required to complete the grading of the lot on which the stock pile is located;
 - 8) **“Debris”** means the same as Domestic Waste and Refuse;
 - 9) **“Domestic Waste”** shall mean any Debris, Refuse or rubbish, garbage, article, thing, matter or any effluent belonging to or associated with a residence, household or dwelling unit and includes but is not limited to the following:
 - a) grass clippings, weeds, tree and garden cuttings, brush, leaves and garden refuse except as may be placed in a composting container or piled on site in conformance with the Waste Management By-law;
 - b) all organic waste, of animal or vegetable origin resulting from the preparation or consumption of food except as may be placed in a composting container or piled on site in conformance with the Waste Management By-law;
 - c) paper, cardboard, clothing, fabrics or carpets;
 - d) cans, glass, plastic containers, except as may be placed in a recycling container for regular pickup;
 - e) used material resulting from or once used for the purpose of the construction, alteration, repair or demolition of any building or structure;
 - f) discarded or abandoned refrigerators, freezers, stoves or any other appliance or furniture or parts thereof;
 - g) discarded or abandoned furnaces, furnace parts, pipes, fittings to pipes, water or fuel tanks;

- h) Inoperative Motor Vehicles, vehicle parts and accessories, vehicle tires mounted or unmounted on rims, mechanical equipment, discarded bicycles, tricycles and their parts and accessories;
 - i) fill, sand, soil, rock or rubble, including concrete, bricks, asphalt, patio or sidewalk slabs;
 - j) Grasses and ground cover which exceeds 20 centimetres (8 inches) in height;
 - k) any article, thing, matter, substance or effluent that is or appears to be cast aside, discharged or abandoned, discarded from its usual and intended use, used up in whole or in part or is expended or worn out in whole or in part.
- 10) **“Grass”** means cultivated vegetation consisting of typically short various plants with long narrow leaves growing on lawns;
- 11) **“Inoperative Motor Vehicle”** shall mean a licensed or unlicensed vehicle having missing, damaged, deteriorated, or removed parts of, including but not limited to, wheels, motor transmissions, doors, glass or other parts or mechanical equipment necessary for its safe operation and includes a motor vehicle that is not licensed for the current year.
- 12) **“Motor Vehicle”** means an automobile, truck, motorcycle, snowmobile, trailer, recreational vehicle and any other vehicle propelled or driven by other than muscular power, but does not include the cars of electric or steam railways, or other motor vehicles running solely upon rails, or a traction engine, farm tractor, self-propelled implement of husbandry or road building machine within the meaning of the *Highway Traffic Act*, 1990, c.H.8 as amended.
- 13) **“Officer”** shall mean The Chief Building Official, Chief Property Standards Officer, By-Law Enforcement Coordinator a municipal law enforcement officer, and a Property Standards Officer or other person appointed or employed by the City for enforcement of by-laws.
- 14) **“Owner”** shall mean a registered owner, tenant, beneficial owner, lessee or occupant or another person having an interest in real property within the geographical boundaries of the City.
- 15) **“Perennial Gardens”** shall mean a yard or a portion of a yard containing an area deliberately implemented to produce ground cover, including wild flowers, shrubs, perennials ornamental grasses or combinations of them;
- 16) **“Refuse”** means the same as Domestic Waste and Debris.
- 17) **“Residential Land”** includes any private property, grounds, yards, driveways, areas beneath carports, areas on open decks, porches and verandahs and vacant lots designated as residential by the City's Zoning By-law 28-80;
- 18) **“Waste Management By-law”** shall mean the Corporation of the City of North Bay Waste Management By-law No. 2008-86 being a By-law to regulate the disposal of garbage by way of landfill bans, recycling and home composting systems;
- 19) **“Weed”** means any uncultivated, undesirable plant growing and competing with grass on lawns.
- 20) **“Zoning By-Law”** shall mean The Corporation of the City of North Bay Zoning By-Law No. 28-80 being a By-Law to regulate the use of Land, and the character, location and use of the buildings and structures in the City of North Bay.

PART 2 – GENERAL PROVISIONS AND ADMINISTRATIVE MATTERS

1. Administration of the By-law

This By-law shall be administrated by an Officer.

2. Application of By-law

This By-law shall apply to each Owner within the geographic boundaries of The City.

PART 3 – CLEAN AND CLEAR RESIDENTIAL LANDS

1. Domestic Waste

Every Owner shall ensure that their Residential Lands are kept free of Domestic Waste at all times.

2. Grass and Weeds

Every owner shall ensure that Grass and Weeds are trimmed or cut to a height of 20 centimetres (8 inches) or less at all times on Residential Lands.

Provisions relating to the trimming of Grass and Weeds above do not apply to Perennial Gardens as defined.

3. Inoperative Motor Vehicles

3.1 Storing of Inoperative Motor Vehicles

An Owner shall not keep an Inoperative Motor Vehicle or parts thereof upon their Residential Land. Vehicles lacking current valid licence plates shall be parked or stored only within a private garage or other building and in accordance with the Zoning By-law.

3.2 Motor Vehicle Salvage Prohibited

An Owner shall not use any Residential Land in the City for storing an Inoperative Motor Vehicle for the purpose of wrecking or dismantling them or salvaging parts thereof for sale or other disposal including for purposes of repairing other vehicles except in accordance with the Zoning By-law.

3.3 Exceptions

Articles 3.1 and 3.2 of Part 3 do not apply if the Zoning By-law permits the Land to be so used and the Owner holds a current and valid licence issued by the City for the Residential Land, permitting motor vehicle salvage or storage. Articles 3.1 and 3.2 of Part 3 do not apply to agricultural farm equipment upon Land that is a farm property falling within the definition of "agricultural operation" under the *Farming and Food Protection Act*, S.O. 1998, c.1, as amended.

4. Large Appliance Safety

4.1 Large Appliances – Remove or Secure Door

If a refridgerator, freezer, stove, washer, dryer or any other large appliance is Domestic Waste and has been set out on Residential Land pending immediate removal and disposal, the door of such appliance shall be removed or secured in such a way as to prevent the door from being open and shut so as to prevent any person from being trapped in such appliance.

PART 4 – ENFORCEMENT AND PENALTIES

1. Right to Enforce By-law

An officer is authorized to enforce this by-law pursuant to the provisions hereof, the Municipal Act, 2001, S.O., c.25, Section 9, as amended or any successor thereof, and the Provincial Offences Act, R.S.O. 1990 c. P. 33, as amended or any successor thereof.

2. Entry onto Land to Inspect

Subject to section 436 of the Municipal Act, 2001, an Officer may enter onto Residential Land at any reasonable time for the purpose of carrying out an inspection to determine whether or not:

- a) this by-law is being complied with;
- b) a direction or order of the City made pursuant to the Municipal Act, 2001 or any successor thereof or made pursuant to a by-law of the City is being complied with; or
- c) an order made pursuant to Section 431 of the Municipal Act, 2001 which prohibits the continuation of repetition of an offence is being complied with.

3. Non-Obstruction of city employee or agent

Subject to section 426 (1) of the Municipal Act 2001, no Owner or person shall hinder or obstruct an Officer employed to enforce this by-law from carrying out an inspection of Residential Land nor shall any Owner or person obstruct any employee or agent authorized by the City to carry out any work under authority of this by-law.

4. Entry to remedy

Subject to section 446(1) and 446(2) of the Municipal Act 2001, where the City proceeds with action under this By-law, an Officer appointed by the City may enter onto the Residential Land accompanied by any person(s) under his or her direction and with the appropriate equipment as required to bring the Residential Land into compliance with this by-law.

5. Offence

An owner who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine, penalty or order as provided for in the Provincial Offences Act, R.S.O. 1990. c.25, Section 426(a) as amended or any successor thereof.

6. Non-Compliance with Direction or Order

Subject to section 446(1) and (2) of the Municipal Act 2001, if an Owner fails to comply with an Officer's direction or order within five (5) days, the City;

- a) without further notice to the Owner shall have the right to remedy the contraventions at the Owner's expense and for this purpose the City with its servants and agents from time to time, to enter in and upon the Residential Land; and
- b) shall not be liable to compensate the Owner of the Residential Land by reason of anything done by or on behalf of the City.

7. Recovery of Expenses

Subject to section 446(3) of the Municipal Act 2001, if the City takes action under Part 4, Sentence 6(a) hereof to correct the contraventions, the costs of such action may be added to the tax roll and collected in the same manner as municipal taxes.

8. If the City undertakes the work to correct the contraventions, the Owner will be charged 100% of the cost of the necessary work, plus a further administrative fee of 25% of this cost.

PART 5 – SEVERABILITY

1. Where a court of competent jurisdiction declares any section or part of a section of this by-law invalid, the remainder of this by-law shall continue in force unless the court makes an order to the contrary.

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

CLEAN YARD BY-LAW NO. 2011-

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision or Defining Offence	COLUMN 3 Set Fine
1.	Owner fails to clean and clear residential yard.	Part 4 (4)	\$65.00
2.	Owner fails to comply with order.	Part 4 (4)	\$65.00

Note: The penalty provision for the offence indicated above is Part 4 of By-Law No. 2011- a certified copy of which has been filed

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-172

**A BY-LAW TO AUTHORIZE THE
2011 TRANSIT COACH REPLACEMENT 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 2011-529 at its Meeting held Monday, July 18, 2011, authorizing the 2011 Transit Coach Replacement Program, being 2011 Community Services' Capital Budget Line No. 100 (Project No. 6033TR), with a net debenture cost of \$693,000.00;

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

1. That the net expenditure of \$693,000.00 for the 2011 Transit Coach Replacement Program be hereby authorized:

Two Transit Coaches	\$796,026.00
One Parabus	\$101,762.00
Temporary Financing and Contingencies	<u>\$ 55,000.00</u>
Total Expenditure	\$952,788.00
Less:	
Provincial Dedicated Gas Tax	<u>\$259,788.00</u>
Net Amount to be Debentured	\$693,000.00

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 \$693,000.00 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 2ND DAY OF AUGUST, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-178

**BEING A BY-LAW TO CONFIRM PROCEEDINGS
OF THE MEETING OF COUNCIL ON
JULY 18, 2011**

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

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

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

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

1. That the actions of the Council of The Corporation of the City of North Bay at its meeting held on July 18, 2011 in respect of each motion, resolution and other action passed and taken by the Council at its said Meeting is, except where the prior approval of the Ontario Municipal Board or other authority is by law required, hereby adopted, ratified and confirmed.
2. That where no individual by-law has been passed with respect to the taking of any action authorized in or by the Council mentioned in Section 1 hereof or with respect to the exercise of any powers of the Council, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing the taking of any action authorized therein or thereby required for the exercise of any powers therein by Council.
3. That the Mayor and the proper officers of The Corporation of the City of North Bay are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required, and to execute all documents as may be necessary and directed to affix the corporate seal to all such documents as required.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-173

**BEING A BY-LAW TO AMEND BY-LAW 2011-130
(BEING A BY-LAW TO REGULATE OPEN AIR BURNING
IN THE CITY OF NORTH BAY)**

WHEREAS Council passed Resolution No. 2011-533 at its Meeting held Monday, July 18, 2011, authorizing that the Open Air Burning By-Law No. 2011-130 be amended.

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

1. That the Definition of (n) "Rural Zone" is hereby deleted and the following be inserted in lieu thereof:

"(n) "Rural Zone" means the following zones as contained in the City of North Bay's comprehensive Zoning By-Law: A, RRC, RRL, RME, RC, RMC, RN, RRE and associated Special Zones. The Rural Zone is further defined as containing all Holding (H) Zones and O, O1, and O2 Zones that satisfied the general provisions contained herein."
2. That the Definition of (o) "Urban Zone" is hereby deleted and the following be inserted in lieu thereof:

"(o) "Urban Zone" means the following zones as contained in the City of North Bay's comprehensive Zoning By-Law: R1, R2, R3, R4, R5, RM1, RM2, RM3, RM4, RM5, RM6, C1, C2, C3, C4, C5, C6, C7 (except as hereby expressed varied) M1, M2, M3, M4, MR, MBP, MAP and MC."
3. That the existing section 3.1 under Rural Burning Only is hereby deleted and the following be inserted in lieu thereof:

"3.1 No person shall set, maintain or cause to be set or maintained an Open Air fire in the Urban Zone except by permit for legal cottages and campgrounds within C7 Zones."
4. That the existing section 3.2 under Rural Burning Only is hereby deleted and the following be inserted in lieu thereof:

"3.2 No person shall set, maintain or cause to be set or maintained an Open Air Fire in a Rural Zone unless a permit has been issued by the Chief Fire Official."
5. That the existing section 4.3(a) under General Provisions is hereby deleted and the following be inserted in lieu thereof:

"4.3(a) shall be confined to an area of no less than fifteen (15) meters from any building, structure, property line, tree, hedge, fence, roadway, overhead wire or a distance as determined by a Fire Prevention Officer."
6. That the existing section 4.3(c) under General Provisions is hereby deleted and the following be inserted in lieu thereof:

"4.3(c) shall be permitted only between the hours of 0800 (8:00 a.m.) and 2400 (12:00 a.m.)."

7. That the existing section 4.4(a) under General Provisions is hereby deleted and the following be inserted in lieu thereof:

"4.4(a) be confined to an area of no less than twenty (20) meters from any building, structure, property line, tree, hedge, fence, roadway, overhead wire or a distance as determined by a Fire Prevention Officer."

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

cc

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN MCDONALD

CITY CLERK CATHERINE CONRAD

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THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-176

BEING A BY-LAW TO DEEM PLAN 23, PART LOTS 5 TO 7, 23 TO 26, AND PLAN M32 PART LOTS 167 TO 172, AND PLAN M5, PART BLOCK 1, AND PART OF ANN ST., GALT ST. AND CEDAR ST., AS NOT BEING SUBJECT TO PART LOT CONTROL PURSUANT TO SECTION 50(7) OF THE *PLANNING ACT*, (ALGONQUIN AVENUE, ANN STREET, GALT STREET, FRONT STREET, CEDAR STREET AND MCLAREN STREET IN THE CITY OF NORTH BAY)

WHEREAS Section 50(7) of the *Planning Act* authorizes the Council to pass By-Laws to deem lots as not being subject to the part lot control requirements of the *Planning Act*;

AND WHEREAS the Corporation of the City of North Bay is in the process of selling land for the development of low density residential units on the former CN Rail Right-of-Way Lands;

AND WHEREAS the Council resolved on August 2ND, 2011 to authorize a Part Lot Control Exemption By-Law;

AND WHEREAS Section 50(7.2) provides that Council may authorize such a By-Law;

AND WHEREAS notice of the passing of this By-Law shall be given within thirty (30) days to the owner of the subject lands.

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

1. Part Lots 5, 6, 7 and 23, 24, 25, 26, Plan 23, and Part Lots 167, 168, 169, 170, 171, 172, Plan M32, and Part Block 1, Plan M5 and parts of Ann Street, Galt Street, and Cedar Street in the City of North Bay, District of Nipissing, being lots fronting on Ann Street, Galt Street and Front Street, are hereby deemed to be exempt from the Part Lot Control Provisions of Section 50 of the *Planning Act*.
2. This By-Law comes into force and effect upon being registered pursuant to Section 50(28) of the *Planning Act*.
3. This By-Law shall be deemed to expire as of January 1, 2013.

READ A FIRST TIME IN OPEN COUNCIL THE 2ND DAY OF AUGUST, 2011.

READ A SECOND TIME IN OPEN COUNCIL THE 2ND DAY OF AUGUST 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED 2ND DAY OF AUGUST 2011.

pt

MAYOR ALLAN MCDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-180

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AMENDING AGREEMENT WITH NORTH BAY
YOUTH SOCCER CLUB RELATING TO FUNDING
CONTRIBUTIONS FOR THE OUTDOOR SPORTS
COMPLEX**

WHEREAS the Amending Agreement with North Bay Youth Soccer Club for funding contributions for the Outdoor Sports Complex was approved by Resolution No. 2011-480 passed by Council on the 20th day of June, 2011;

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

1. That The Corporation of the City of North Bay enter into an Amending Agreement dated the 20th day of June, 2011 with North Bay Youth Soccer Club relating to funding contributions for the Outdoor Sports Complex.

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 North Bay Youth Soccer Club and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

cc READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-181

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF A CONDOMINIUM AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF NORTH BAY,
SATURNIA REAL ESTATE HOLDINGS INC. AND THE
ROYAL BANK OF CANADA RELATING TO PREMIER
ROAD CONDOMINIUMS**

WHEREAS the Condominium Agreement with Saturnia Real Estate Holdings Inc. and the Royal Bank of Canada for the Premier Road Condominiums was approved by Resolution No. 2011-537 passed by Council on the 18th day of July, 2011;

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

1. That The Corporation of the City of North Bay enter into a Condominium Agreement dated the 28th day of July, 2011 with Saturnia Real Estate Holdings Inc. and the Royal Bank of Canada relating to the Premier Road Condominiums.
2. That the Mayor and Clerk of The Corporation of the City of North Bay are hereby authorized to execute that certain Condominium Agreement between The Corporation of the City of North Bay and Saturnia Real Estate Holdings Inc. and the Royal Bank of Canada and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

cc READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-182

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT WITH HER MAJESTY THE
QUEEN IN RIGHT OF ONTARIO AS REPRESENTED
BY THE MINISTER OF NORTHERN DEVELOPMENT,
MINES AND FORESTRY AND THE BUSINESS
CENTRE NIPISSING PARRY SOUND INC.
RELATING TO THE SMALL BUSINESS ENTERPRISE
CENTRE PROGRAM**

WHEREAS the Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Northern Development, Mines and Forestry and The Business Centre Nipissing Parry Sound Inc. for the Small Business Enterprise Centre Program was approved by Resolution No. 2011-____ passed by Council on the 2nd day of August, 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 as of April 1, 2011 with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Northern Development, Mines and Forestry and The Business Centre Nipissing Parry Sound Inc. relating to the Small Business Enterprise Centre Program.
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 Her Majesty the Queen in Right of Ontario, as represented by the Minister of Northern Development, Mines and Forestry and The Business Centre Nipissing Parry Sound Inc. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

cc READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-138

A BY-LAW TO AMEND ZONING BY-LAW NO. 28-80
TO REZONE CERTAIN LANDS ON FRONT STREET
FROM A "RESIDENTIAL THIRD DENSITY (R3)" ZONE
TO A "GENERAL COMMERCIAL OUTER CORE SPECIAL ZONE NO. 79 (C2 Sp. 79)"

(NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD – 1140 FRONT STREET)

WHEREAS the owner of the subject property has initiated an amendment to the Zoning By-law;

AND WHEREAS the Council of The Corporation of the City of North Bay has ensured that adequate information has been made available to the public, and has held at least one public meeting after due notice for the purpose of informing the public of this By-law;

AND WHEREAS it is deemed desirable to amend the zone designation shown on Schedule "B-43" of By-law Number 28-80 pursuant to Section 34 of the Planning Act R.S.O. 1990, as amended.

AND WHEREAS Council passed a resolution on July 4th, 2011 to approve this rezoning.

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

1) Schedule "B-43" of By-law Number 28-80 is amended by changing the zoning designation of the property shown on Schedule "A" attached hereto (more particularly known as Plan M-28, Lots 361 to 363, Lots 452 to 454, Parts Lots 364 & 451, Part Lane in the former Township of Widdifield - 1140 Front Street in the City of North Bay) from a "Residential Third Density (R3)" zone to a "General Commercial Outer Core Special Zone No. 79 (C2 Sp. 79)".

2) Section 11 of the By-law Number 28-80 is amended by inserting at the end thereof the following Section 11.3.79:

"11.3.79 General Commercial Outer Core Special Zone No. 79 (C2 Sp. 79)

11.3.79.1 The property description of this General Commercial Outer Core Special Zone No. 79 (C2 Sp. 79) is Plan M-28, Lots 361 to 363, Lots 452 to 454, Parts Lots 364 & 451, Part Lane in the former Township of Widdifield - 1140 Front Street in the City of North Bay, as shown on the attached Schedule "A" and on Schedule "B-43".

11.3.79.2 The regulations for this General Commercial Outer Core Special Zone No. 79 (C2 Sp. 79) are as follows:

i) The permitted uses shall be limited to the following:

- animal hospitals;
- apartment dwellings;
- automobile sales, service and leasing establishments;
- boarding and rooming houses;
- broadcast studios or newsrooms;

- business offices;
- converted dwellings;
- data processing firms;
- day nursery;
- double duplex dwellings;
- duplex dwellings;
- dwelling groups;
- farmer's market;
- financial institutions;
- funeral homes;
- group home type 2;
- homes for the aged;
- local retail stores;
- maisonette dwellings;
- multiple dwellings;
- nursing homes;
- personal service establishments;
- pet day care facility;
- professional offices;
- public and private parks;
- public and private parking areas;
- retirement homes/residences;
- retail stores;
- townhouse dwellings;
- semi-detached dwellings;
- single detached dwellings;
- service establishments that are not obnoxious;
- triplex dwellings;
- wholesale uses; and
- institutional uses such as:
 - places of worship;
 - public hospitals or private hospitals; and
 - private schools.

11.3.79.3 The use of land or building in this General Commercial Outer Core Special Zone No. 79 (C2 Sp. 79) shall conform to all other regulations of this By-law except as hereby expressly varied.”

- 3) Section 11 of By-law Number 28-80 is further amended by inserting "General Commercial Outer Core Special Zone No. 79 (C2 Sp. 79)" as shown on Schedule "B" to this By-law.
- 4) Pursuant to Section 41 of the Planning Act, R.S.O, 1990 as amended, those lands shown as hatched on Schedule "B" attached hereto are hereby designated a Site Plan Control Area.
- 5)
 - a) Notice of this By-law shall be given by the Clerk in the manner and form and to the persons prescribed by Section 4 of Reg. 254/06, as amended.
 - b) Where no notice of appeal is filed with the Clerk of The Corporation of the City of North Bay within twenty (20) days after the day that the giving of written notice as required by the Act is completed, then this By-law shall be deemed to have come into force on the day it was passed.
 - c) Where one or more notices of appeal are filed with the Clerk of The Corporation of the City of North Bay within twenty (20) days after the day that the giving of written notice as required by the Act is completed, setting out the objection to the By-law and the reasons in support of the objection, then this By-law shall not come into force until all appeals have been finally disposed of, whereupon the By-law shall be deemed to have come into force on the day it was passed.

READ A FIRST TIME IN OPEN COUNCIL THE 4TH DAY OF JULY, 2011.

READ A SECOND TIME IN OPEN COUNCIL THE 4TH DAY OF JULY, 2011.

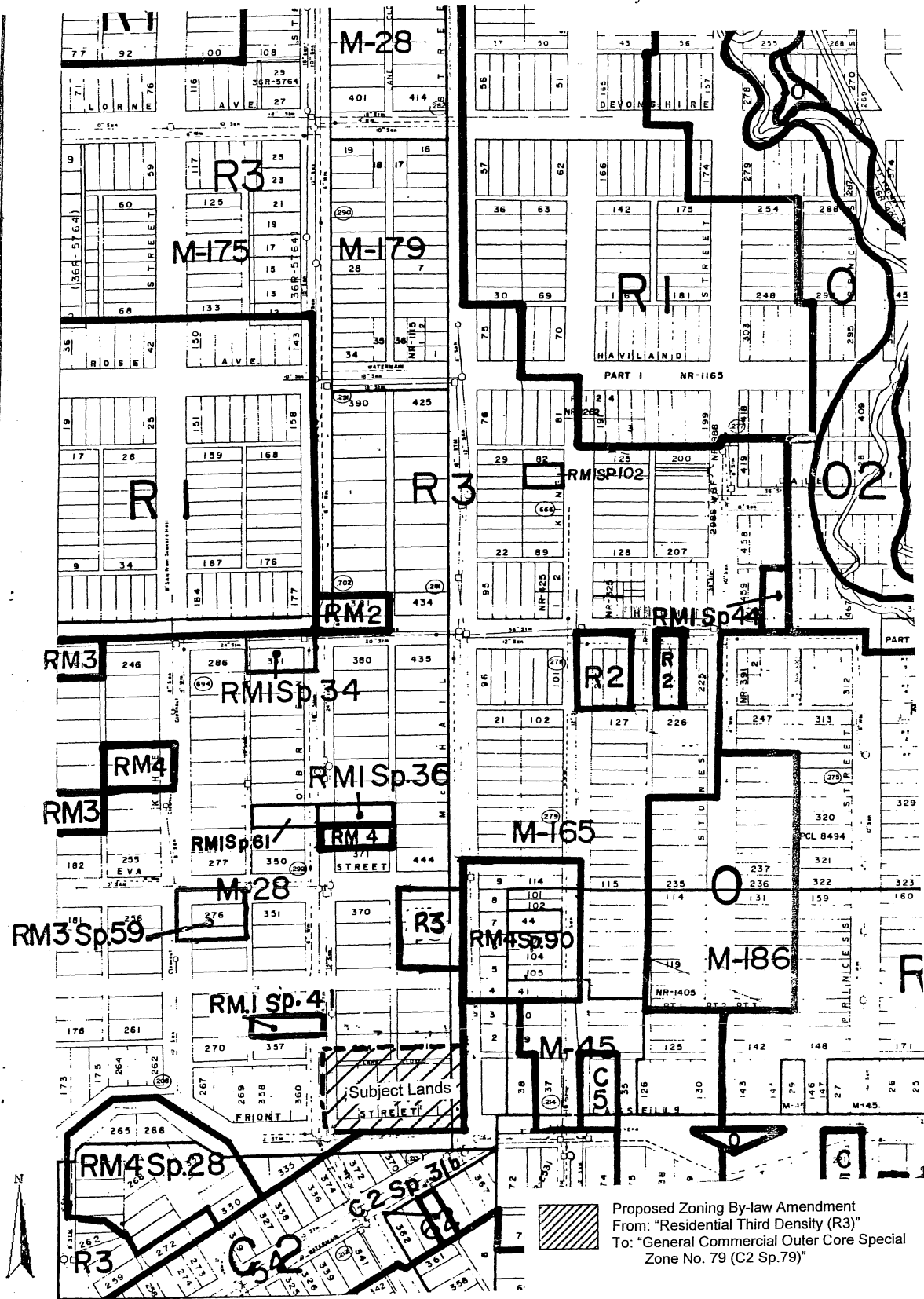
READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN MCDONALD

CITY CLERK CATHERINE CONRAD

Mayor Allan McDonald

City Clerk Catherine Conrad



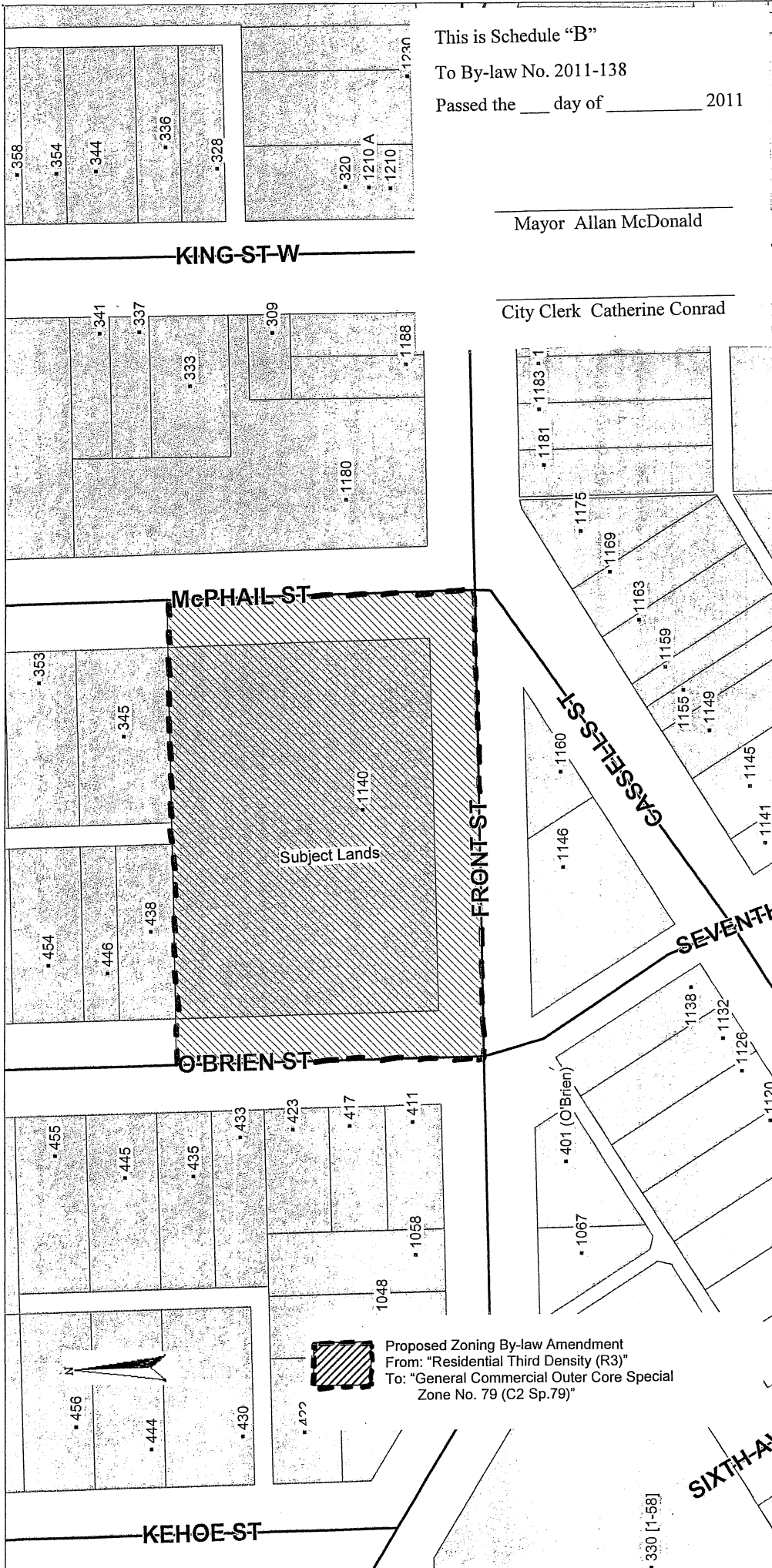
This is Schedule "B"

To By-law No. 2011-138

Passed the ___ day of _____ 2011

Mayor Allan McDonald

City Clerk Catherine Conrad



Proposed Zoning By-law Amendment
 From: "Residential Third Density (R3)"
 To: "General Commercial Outer Core Special
 Zone No. 79 (C2 Sp.79)"

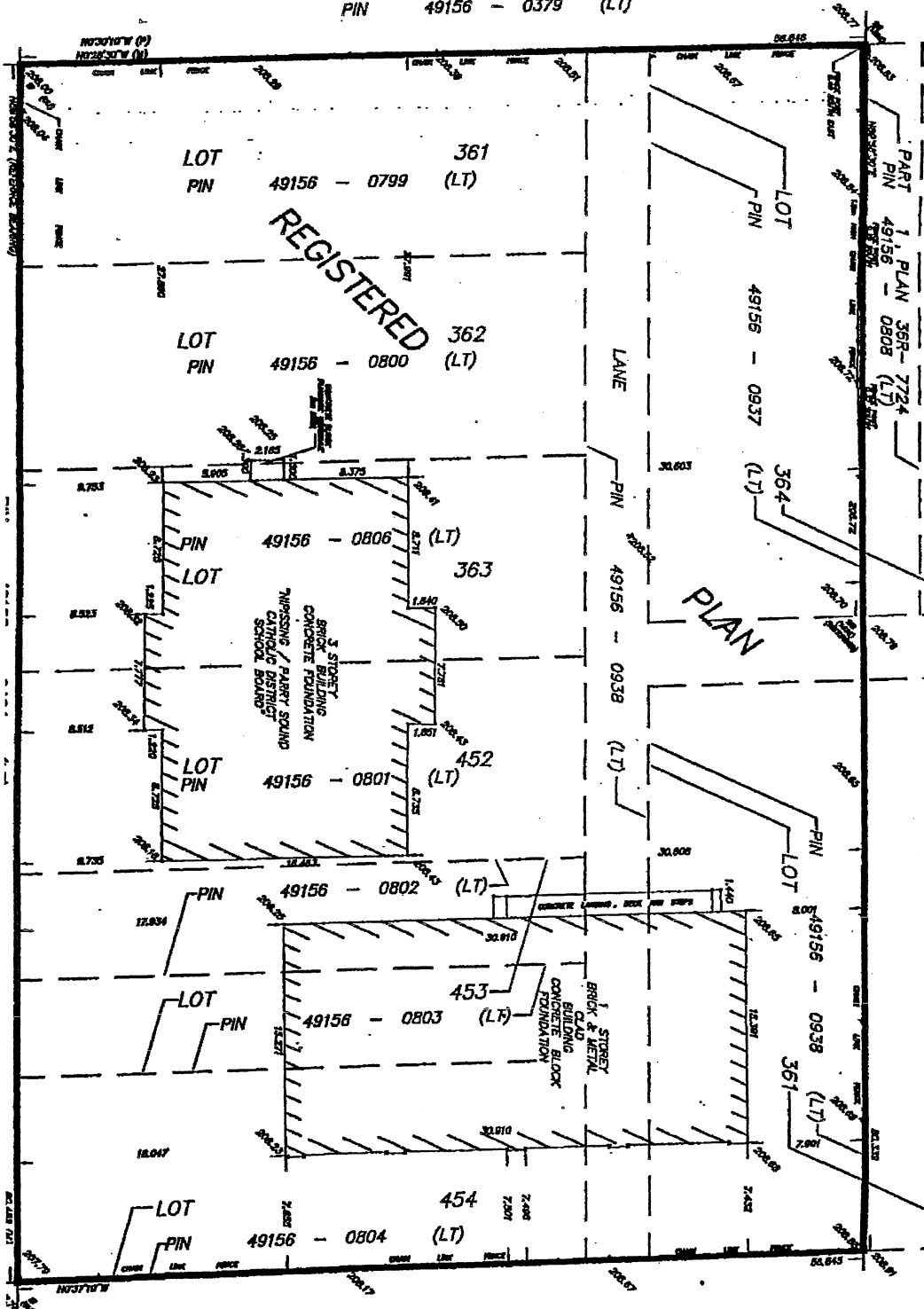
Mayor Allan McDonald

City Clerk Catherine Conrad

O'BRIEN

STREET

REGISTERED PLAN M-28
PIN 49156 - 0379 (LT)



THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-174

**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 AND PLACEMENT OF
PLANT COLD RECYCLED ASPHALT PAVEMENT**

WHEREAS the Agreement with Miller Paving North Bay, a division of Miller Pavement Limited for the supply and placement of plant cold recycled asphalt pavement was approved by Resolution No. 2011-426 passed by Council on the 6th day of June, 2011;

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

1. That The Corporation of the City of North Bay enter into an Agreement dated the 6th day of June, 2011 with Miller Paving North Bay, a division of Miller Paving Limited relating to the supply and placement of plant cold recycled asphalt pavement.
2. That the Mayor and Clerk of The Corporation of the City of North Bay are hereby authorized to execute that certain Agreement between The Corporation of the City of North Bay and Miller Paving North Bay, a division of Miller Paving Limited and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY AUGUST, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-175

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT WITH MONTEITH BUILDING
GROUP LTD. RELATING TO THE DESIGN AND
CONSTRUCTION OF THE BUILDING EXTENSION OF
THE PUBLIC WORKS MAINTENANCE GARAGE**

WHEREAS the Agreement with Monteith Building Group Ltd. for the design and construction of the building extension of the Public Works Maintenance Garage was approved by Resolution No. 2011-321 passed by Council on the 3rd day of May, 2011;

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

1. That The Corporation of the City of North Bay enter into an Agreement dated the 18th day of May, 2011 with Monteith Building Group Ltd. relating to the design and construction of the building extension of the Public Works Maintenance Garage.

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 Monteith Building Group Ltd. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY AUGUST, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-177

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT WITH BATTANO
CONSTRUCTION LIMITED RELATING TO THE
SIDEWALK REPLACEMENT PROGRAM**

WHEREAS the Agreement with Battano Construction Limited for the Sidewalk Replacement Program was approved by Resolution No. 2011-462 passed by Council on the 20th day of June, 2011;

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

1. That The Corporation of the City of North Bay enter into an Agreement dated the 27th day of June, 2011 with Battano Construction Limited relating to the Sidewalk Replacement Program.

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 Battano Construction Limited and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY AUGUST, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

2 READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 2ND DAY OF AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2011-179

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT WITH J.L. RICHARDS &
ASSOCIATES LIMITED RELATING TO
INTERSECTION IMPROVEMENTS AT THE
SEYMOUR STREET AND HIGHWAY 11/17 BY-PASS**

WHEREAS the Agreement with J.L. Richards & Associates Limited for Professional Consulting Services relating to the Environmental Assessment of proposed intersection improvements at the Seymour Street and Highway 11/17 By-Pass was approved by Resolution No. 2011-_____ passed by Council on the 2nd day of August, 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 2nd day of August, 2011 with J.L. Richards & Associates Limited relating to intersection improvements at the Seymour Street and Highway 11/17 By-Pass.
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 J.L. Richards & Associates Limited and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST, 2011.

cc

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 2ND DAY AUGUST, 2011.

MAYOR ALLAN McDONALD

CITY CLERK CATHERINE CONRAD

MOTION

North Bay, Ontario August 2, 2011

Subject: Poet Laureate

File No.

Res. No. 2011-_____

Moved by Councillor: Bain _____

Seconded by Councillor: _____

WHEREAS several communities in Canada, large and small, have created a honorary position of Poet Laureate;

AND WHEREAS members of the North Bay poetry, language and arts community wish to have an advocate;

BE IT THEREFORE RESOLVED THAT the City of North Bay create a Poet Laureate position; the Poet Laureate serves as the City's literary ambassador. As an advocate for poetry, language and the arts, he or she will attend events across the city to promote and attract people to the literary world. The term of the Poet Laureate is three years;

AND FURTHER BE IT RESOLVED THAT a selection committee be created with membership from the North Bay Public Library Board, the Capital Center Board and the members of the community.

Carried

Carried as amended

Lost

Conflict _____

Endorsement of Chair _____

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

Signature of Clerk _____

MOTION

North Bay, Ontario August 2, 2011

Subject: Healthy Food Supplement

File No.

Res. No. 2011-

Moved by Councillor: MAROOSIS

Seconded by Councillor: ANTHONY

WHEREAS arbitrarily setting social assistance rates does not ensure that people receive adequate incomes to meet the basic necessities of life;

AND WHEREAS inadequate levels lead to monthly cycles of chronic hunger among recipients creating health consequences with both personal and economic costs to us all;

AND WHEREAS it is important that there be accountability for providing or failing to provide adequate income supports for people who must be on social assistance;

AND WHEREAS the basics of food and shelter are out of reach on current assistance levels, forcing people who are on assistance to make impossible choices between paying rent and buying food;

AND WHEREAS the purchasing power of social assistance benefits is now 60% of what it was 15 years ago, when social assistance for individuals was reduced by 22% and the cost of nutritious eating has continued to increase every year since then;

AND WHEREAS the increasing number of people relying on social assistance and food banks has grown as a result of the current economic crisis;

AND WHEREAS the existence of widespread food insecurity and chronic illness related to poor nutrition is the result of public policy choices, not the responsibility of people living on inadequate incomes;

NOW BE IT THEREFORE RESOLVED THAT the City of North Bay supports a clear and transparent process to set social assistance rates – rates that are set on the real cost of living a healthy, dignified life in Ontario; and calls on the government of Ontario to immediately introduce and fully fund a \$100.00 per month Healthy Food Supplement for all adults on social assistance as a first step towards meeting basic needs;

AND THAT a copy of this resolution be forwarded to the Premier of Ontario; The Honourable Dwight Duncan, Minister of Finance; the Honourable Madeleine Meilleur, the Minister of Community and Social Services; the Honourable Deb Mathews, Minister of Health; Monique Smith, MPP for Nipissing; and to the Leaders of the Provincial Opposition;

AND FURTHER THAT a copy of this resolution be forwarded to the Association of Municipalities of Ontario; the Ontario Municipal Social Services Association; the District of Nipissing Social Services Administration Board and its member municipalities, requesting their support and endorsement of the \$100.00 Healthy Food Supplement.

Carried Carried as amended Lost

Conflict _____ Endorsement of Chair _____

Record of Vote (Upon Request of Councillor _____)

Signature of Clerk _____