



**Council**

**Agenda**

**Regular Meeting of Council  
July 29, 2013  
at 7:00 p.m.**

# MEETINGS

**FOR THE WEEK OF  
JULY 29<sup>TH</sup>, 2013**

Monday, July 29, 2013

6:00 p.m.

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

7:00 p.m.

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

**THE CORPORATION OF THE CITY OF NORTH BAY  
REGULAR MEETING OF COUNCIL HELD  
MONDAY, JULY 29<sup>TH</sup>, 2013**

**PUBLIC PRESENTATIONS:**

**PUBLIC MEETING MINUTES:**

Monday, July 15, 2013

Tuesday, July 16, 2013

**COMMITTEE REPORTS:**

Community Services Committee Report No. 2013-19

**CORRESPONDENCE:**

1. Report from Al Tomek dated July 1, 2013 re City of North Bay's Blue Box and Waste Diversion Plan (E07/2013/RECYC/3R'S MAX).
2. Report from Grant Love dated July 18, 2013 re Fire Marque Agreement (L04/2013/FIRE/FIREMA).
3. Report from Peter Carello dated July 19, 2013 re Proposed Radio Antenna Tower – 152 Booth Road (A12/2013/TELEC/GENERAL).
4. Report from Ron Mimee dated July 23, 2013 re 2012/2013 Dedicated Gas Tax Funds for Public Transportation Program (L04/2013/MTO/GASTAX).
5. Report from Alan Korell dated July 24, 2013 re 2013 Capital Budget Project No. 3304SS – Lakeshore Drive – Pinewood Park Drive Sanitary Sewer Extension (F05/2013/ROADS/3304SS).
6. Report from Paul Valenti dated July 22, 2013 re Tender No. 2013-50 Widdifield Station Road at North River Culvert Replacement (F05/2013/ROADS/6105RD).

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

By-Law No. 2013-175 to authorize the Jack Garland Airport Expansion Project.

By-Law No. 2013-176 to confirm proceedings of the Meeting of Council on July 15, 2013.

**General Government – First, second and third readings (continued):**

By-Law No. 2013-180 to authorize the execution of an agreement with Hyland Software Inc. relating to the acquisition and implementation of an Electronic Records and Document Management System.

By-Law No. 2013-182 to authorize the execution of an agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario relating to Dedicated Gas Tax Funds for Public Transportation Program.

**Community Services – First and second readings:**

By-Law No. 2013-154 to rezone certain lands on Greenwood Avenue (Greenwood Avenue Baptist Church – 312 Greenwood Avenue).

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

By-Law No. 2013-177 to designate a site plan control area on certain lands on Greenwood Avenue (Greenwood Avenue Baptist Church).

**Community Services – Third readings:**

By-Law No. 2013-170 to amend Zoning By-Law No. 28-80 (2190372 Ontario Inc. & 1340791 Ontario Ltd. – Johnston Road).

By-Law No. 2013-173 to rezone certain lands on Sunset Boulevard (1794504 Ontario Inc. – 2 Sunset Boulevard).

**Engineering & Works Services – First, second and third readings:**

By-Law No. 2013-179 to authorize the execution of an agreement with Pioneer Construction Inc. relating to the Asphalt Resurfacing Program.

By-Law No. 2013-183 to authorize the execution of an agreement with MX Constructors Inc. relating to Phase 2 of the Lakeshore Drive / Pinewood Park Drive Sanitary Sewer Extension.

**MOTIONS:**

Councillor Mendicino re National Dementia Strategy

**MOTION TO ADJOURN IN-CAMERA:**

**IN-CAMERA CORRESPONDENCE:**

7. ***Confidential*** report from Peter Leckie dated July 16, 2013 re Property Matter.

**MOTION TO RECONVENE:**

**MOTION FOR RECONSIDERATION:**

**GIVING NOTICE:**

**ADJOURNMENT:**

**MINUTES OF THE COMMITTEE MEETING  
OF CITY COUNCIL  
HELD MONDAY, JULY 15<sup>TH</sup>, 2013**

**PRESENT:** Mayor McDonald, Councillors Lawlor, Anthony, Marosis, Vaillancourt, Mendicino, Mayne, Campbell, Koziol.

**COMMUNITY SERVICES COMMITTEE:**

The following Item was dealt with:

CS-2013-19      Public Meeting held under the *Planning Act*.

Report from Peter Carello dated June 5, 2013 re: Rezoning Application by Ron Tambeau on behalf of Greenwood Avenue Baptist Church – 312 Greenwood Avenue

Councillor Mendicino explained the purpose of the Public Meeting.

The City Clerk advised that notice of the meeting was given by prepaid first class mail on the 18<sup>th</sup> day of June, 2013 to all owners of property within 120 metres of the subject property and by the posting of a placard on the subject property.

Peter Carello explained the purpose of the rezoning application.

Councillor Mendicino asked for public presentations in support of or objecting to the rezoning.

1. Dr. David Haist

- Asking Council to deny the application.
- The Official Plan is to protect areas from incompatible uses.
- He has lived in this neighbourhood for 30 years.
- This is not a transient neighbourhood.
- Province requires 3 staff per 7 children.
- There will be at least 40 vehicles with parents dropping off their children.
- Road is quite steep and very slippery in the winter.
- This is one of the last roads to be plowed in the winter.
- No sidewalks.
- Large increase in traffic will lead to more congestion.
- There are other available sites (2 schools) in this area.
- Asking Council to respect existing residential areas.
- On Sunday the Church parking lot overflows.
- No buffer zone – playground will be in the adjacent neighbour's backyard.
- The site will not be able to accommodate daycare parking.
- Snow removal – Where? When? At night?
- Property values will likely decrease.
- If this business fails – we will likely face a convenience store or retail store.

2. John Lariviere

- His property is 3 doors from the subject property.
- He has lived in this area for 54 years.
- He disagrees with the Planning staff.
- No respect is being shown to the residential property owners.
- Agrees with Dr. Haist.

3. Nicholas Waltenbury

- His intent was not to speak this evening but he was interested in seeing the process.
- Major concerns – the number of children, lack of parking, traffic congestion.
- Currently a quiet residential area.
- No drop off area currently at the front.
- Believes that parents would need to park their vehicles and then drop off or pick up children due to safety issues.
- Currently on Sunday mornings during the Church service cars are parked on both sides of the street.
- Winter conditions – steep hill and snow removal in the parking lot.
- Excess noise from the children playing outside – direct impact to abutting neighbours.
- Proposed playground – limited area available.
- There are no sidewalks in this area – safety issue.

Direction: Committee Report to be brought forward to Council

**ENGINEERING & WORKS COMMITTEE:**

No Items dealt with.

**GENERAL GOVERNMENT COMMITTEE:**

No Items dealt with.

cc. Committee Meeting of Council adjourned at 6:58 p.m.

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MAYOR ALLAN McDONALD

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

**MINUTES OF THE REGULAR MEETING  
OF CITY COUNCIL  
HELD MONDAY, JULY 15<sup>TH</sup>, 2013**

**PRESENT:** Mayor McDonald, Councillors Lawlor, Anthony, Maroosis, Vaillancourt, Mayne, Mendicino, Campbell, Koziol

**PUBLIC PRESENTATIONS:**

Don Curry re Municipal Elections

**CORRESPONDENCE:**

Neil and Wendy Luxton re Rezoning application – 165 Hughes Road (418)

**REPORTS FROM OFFICERS:**

Chirico, P.	re North Bay Jack Garland Airport Expansion	(423)
Conrad, C.	re 2014 Council and Standing Committees Meeting Schedule	(419)
Karpenko, M.	re Process Review – Capital Expenditure By-laws	(421)
Knox, J.	re KPMG Fleet Review	(422)
Valenti, P.	re Request for Proposal 2013-34, Decorative Street Light Fixtures	(420)

Res. #2013-415: Moved by Councillor Campbell, seconded by Councillor Maroosis That minutes for the public meetings held on:

- Tuesday, July 2, 2013

be adopted and presented.

"CARRIED"

Res. #2013-416: Moved by Councillor Mendicino, seconded by Councillor Mayne That Community Services Committee Report No. 2013-17 relating to:

- Rezoning application by 1794504 Ontario Inc. – 2 Sunset Boulevard

be adopted and presented.

"CARRIED"

**COMMUNITY SERVICES COMMITTEE REPORT NO. 2013-17**

July 15, 2013

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2013-17 and recommends:



- "That 1) the proposed Zoning By-law Amendment by Miller & Urso Surveying Inc. on behalf of 1794504 Ontario Inc. to rezone lands at 2 Sunset Boulevard from a "Tourist Commercial (C7)" zone to a "Residential Multiple Third Density (RM3)" zone, be approved; and
- 2) the subject property be placed under Site Plan Control pursuant to Section 41 of the Planning Act, R.S.O., 1990 as amended."

All of which is respectfully submitted.

<u>ASSENTS</u>	<u>DISSENTS</u>
MENDICINO	
MAYNE	
VAILLANCOURT	
MAYOR MCDONALD	

Res. #2013-417: Moved by Councillor Mendicino, seconded by Councillor Mayne That Community Services Committee Report No. 2013-18 relating to:

- Rezoning application by 2190372 Ontario Inc. & 1340791 Ontario Ltd. - Johnston Road

be adopted as presented.

"CARRIED"

**COMMUNITY SERVICES COMMITTEE REPORT NO. 2013-18**

July 15, 2013

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2013-18 and recommends:

- "That 1) the proposed Zoning By-law Amendment by Tunnock Consulting Ltd. on behalf of 2190372 Ontario Inc. and 1340791 Ontario Ltd. to rezone lands on Johnston Road from a "Neighbourhood Commercial Special 31A (C5 Sp.31A)" zone to an amended "Neighbourhood Commercial Special 31A (C5 Sp.31A)" zone, be approved; and
- 2) the subject property be placed under Site Plan Control pursuant to Section 41 of the Planning Act, R.S.O., 1990 as amended."

All of which is respectfully submitted.

<u>ASSENTS</u>	<u>DISSENTS</u>
MENDICINO	
MAYNE	
VAILLANCOURT	
MAYOR MCDONALD	

Res. #2013-418: Moved by Councillor Mendicino, seconded by Councillor Mayne That the Rezoning application by Neil and Wendy Luxton - 165 Hughes Road, be received.

"CARRIED"

Res. #2013-419: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That City Council adopt the "2014 Council and Standing Committees Meeting Schedule" attached to Report to Council No. CORP 2013-74, dated July 8, 2013.

"CARRIED"

Res. #2013-420: Moved by Councillor Koziol, seconded by Councillor Campbell  
That City Council approve the award of a contract to Nedco, a division of Rexel Canada Electrical Inc. in the amount of \$96,800.00 (HST extra), for the Supply of 80 Decorative Street Light Fixtures.

"CARRIED"

Res. #2013-421: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That Report to Council No. CORP 2013-75 from Margaret Karpenko dated July 9, 2013 re Process Review – Capital Expenditure By-Laws be received and referred to the General Government Committee.

"CARRIED"

Res. #2013-422: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That 1) Council accept KPMG's review of the City's Fleet Operation and direct staff to proceed with implementing the recommendations; and  
2) Council authorize staff to utilize 2013 capital funds dedicated to vehicle replacement for the hiring of a third party expert to assist with a formal assessment of vehicle and equipment requirements and the development of a Comprehensive Corporate Fleet Management Process.

"CARRIED"

Res. #2013-423: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That a Capital Expenditure By-Law be prepared for the consideration of City Council to authorize the North Bay Jack Garland Airport Expansion Project, being a pre-commitment to the 2014 Community Services Capital Budget, Project No. 3112AT, at a net debenture cost of \$500,000.00.

"CARRIED"

Res. #2013-424: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That the following by-law be read a first and second time:  
  
By-Law No. 2013-169 to confirm proceedings of the Meeting of Council on July 2, 2013.

"CARRIED"

Res. #2013-425: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That the following by-law be read a third time and passed:  
  
By-Law No. 2013-169 to confirm proceedings of the Meeting of Council on July 2, 2013.

"CARRIED"

Res. #2013-426: Moved by Councillor Lawlor, seconded by Councillor Maroosis  
That the following by-law be read a first and second time:

By-Law No. 2013-172 to amend By-Law No. 2012-97, being a By-Law to regulate smoking in public places and workplaces.

"CARRIED"

Res. #2013-427: Moved by Councillor Lawlor, seconded by Councillor Maroosis  
That the following by-law be read a third time and passed:

By-Law No. 2013-172 to amend By-Law No. 2012-97, being a By-Law to regulate smoking in public places and workplaces.

"CARRIED"

Res. #2013-428: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That the following by-laws be read a first and second time:

By-Law No. 2013-170 to amend Zoning By-Law No. 28-80 (2190372 Ontario Inc. & 1340791 Ontario Ltd. – Johnston Road).

By-Law No. 2013-173 to rezone certain lands on Sunset Boulevard (1794504 Ontario Inc. – 2 Sunset Boulevard).

"CARRIED"

Res. #2013-429: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That the following by-laws be read a first and second time:

By-Law No. 2013-171 to designate a Site Plan Control Area on certain lands on Johnston Road (2190372 Ontario Inc. & 1340791 Ontario Ltd. – Johnston Road).

By-Law No. 2013-174 to designate a Site Plan Control Area on certain lands on Sunset Boulevard (1794504 Ontario Inc. – 2 Sunset Boulevard).

"CARRIED"

Res. #2013-430: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That the following by-laws be read a third time and passed:

By-Law No. 2013-171 to designate a Site Plan Control Area on certain lands on Johnston Road (2190372 Ontario Inc. & 1340791 Ontario Ltd. – Johnston Road).

By-Law No. 2013-174 to designate a Site Plan Control Area on certain lands on Sunset Boulevard (1794504 Ontario Inc. – 2 Sunset Boulevard).

"CARRIED"

Res. #2013-431: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That the following by-law be read a third time and passed:

By-Law No. 2013-141 to rezone certain lands in the Highland Woods Subdivision (899430 Ontario Inc. & 2142727 Ontario Inc. – Highland Woods).

"CARRIED"

Res. #2013-432(a): Moved by Councillor Lawlor, seconded by Councillor Koziol  
WHEREAS the City of Toronto recently passed a motion requesting that the Province initiate an amendment to the *Municipal Elections Act* to allow permanent residents the right to vote in municipal and school board elections;

AND WHEREAS Mr. Don Curry, the Executive Director of the North Bay & District Multi-Cultural Centre, has made a presentation to the Council of the City of North Bay requesting it pass a motion, similar to the motion passed by the Council of the City of Toronto.

NOW THEREFORE BE IT RESOLVED that Council direct the Chief Administrative Officer to prepare a report to Council regarding the merits of this issue.

Record of Vote (*Upon request of Councillor Lawlor*)

Yeas: Lawlor, Campbell, Anthony, Mayne, Maroosis, Koziol, Vaillancourt, Mendicino, Mayor McDonald

Nays: Nil

"CARRIED"

Res. #2013-432(b): Moved by Councillor Vaillancourt and seconded by Councillor Anthony  
That the motion be amended as follows:

i) That the following be deleted:

"NOW THEREFORE BE IT RESOLVED that Council direct the Chief Administrative Officer to prepare a report to Council regarding the merits of this issue", and

ii) That the following be inserted in lieu thereof:

"NOW THEREFORE IT BE RESOLVED that the Council of the City of North Bay support permanent residents being allowed the right to vote in municipal elections".

"LOST"

Res. #2013-433: Moved by Councillor Maroosis, seconded by Councillor Vaillancourt  
That this Regular Meeting of Council do now adjourn at 7:50 p.m.

"CARRIED"

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MAYOR ALLAN McDONALD

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CITY CLERK CATHERINE CONRAD

**MINUTES OF THE SPECIAL COMMITTEE  
MEETING OF CITY COUNCIL  
HELD TUESDAY, JULY 16<sup>TH</sup>, 2013**

**PRESENT:** Mayor McDonald, Councillors Lawlor, Anthony, Bain, Marosis, Vaillancourt, Mayne, Mendicino, Campbell, Koziol.

**COMMUNITY SERVICES COMMITTEE:**

The following Item was dealt with:

CS-2013-19      Public Meeting held under the *Planning Act*

*Councillor Koziol declared a conflict of interest as her mother-in-law lives at the corner of Beattie and Vimy and left the Council table at 6:04 p.m.*

Report from Peter Carello dated June 6, 2013 re: Rezoning Subdivision and Condominium Application by Celia Teale on behalf of 1866409 Ontario Limited – 750 Scollard Street

Councillor Mendicino explained the purpose of the Public Meeting.

The City Clerk advised that notice of the meeting was given by prepaid first class mail on the 26<sup>th</sup> day of June, 2013 to all owners of property within 120 metres of the subject property and by the posting of a placard on the subject property.

Peter Carello explained the purpose of the rezoning application.

Alan Korell explained the infrastructure requirements.

Councillor Mendicino asked for public presentations in support of or objecting to the rezoning.

1. Celia Teale/Steve Vaccaro/Rick Miller  
Agents for the Developer

- Presentation regarding the developer's background and proposed development (former Civic Hospital Site).
- Copy of power point presentation provided (on file).
- Wishes to clear up misconception they will not be building a senior's home on this site.
- Canvassed the market to see what would best capture the needs of the area and feels their proposal is the "best fit".
- Strong market for maintenance free (condos) lifestyle.
- They value the comments of the neighbourhood.
- Option – replicate the past (re: surrounding homes most built in the 1950's) or a development that meets the needs of today.
- This project is low level intensification.
- Want to do the best thing for the developer, the community and the neighbourhood – in their opinion this is the best model.
- The development is based on sound planning principles.
- No discussions to-date regarding the parkland dedication – will be part of future discussions with the City.
- Staff is recommending payment in lieu of primarily based on the proximity of the Bourke Playground.
- Prior use – 80% hard service (buildings and parking lots)
- Development maximum hard service will be approximately 50%.
- Market analysis was completed but no "hard copy" to submit to Council.

- Market analysis was completed by way of interviews, canvassing and surveys.
- Development is a "North Bay solution" that is positive for the community.
- Aging population have different needs which will be met by this development.
- A new development is designed on what people are looking for today and that is a mix of types of ownership (detached/condos/semis)
- Lifestyle needs have changed since the neighbourhood homes were built in the 1950's.
- Today's trend is to smaller homes and smaller lots.
- Option of maintaining an institutional zoning (group homes, student residences) but felt that wasn't the best design for the neighbourhood.

2. Ernie Marasco

- Opposed to proposed development.
- Copy of presentation provided (on file).

3. Ellen Howard

- Opposed to proposed development.
- Copy of presentation provided (on file).

4. Cathy Klein

- There will still be ambulances.
- Currently Bourke playground is a field full of boulders and stones - is not a safe area for children
- Council should build a waterpark here and generate revenue and tourism for the City.

5. Mickey and Penelope Wallace

- Opposed to the proposed development.
- When he was asked about his background he advised that he has an undergraduate degree in urban planning from the University of Waterloo.
- Provided copy of presentation (on file).

6. Brian Velemirovich

- Did not come to make a presentation but to ask a question.
- He lives across the street from the proposed development.
- His question is regarding cost sharing for infrastructure how will that affect him?

7. Kirk Reid

- Opposed to the proposed development.
- Has concerns regarding the intensification.
- Great concern for our children's lifetime.
- Has concerns regarding extensive traffic, parkland dedication.

8. Celia Teale/Steve Vaccaro/Rick Miller  
Agents for the Developer

- Addressed some of the concerns raised.
- Plan 78 - Plan had 58 lots with 30' frontages in this block.
- Markets and needs are changing.

July 16<sup>th</sup>, 2013

- R1 Zoning can take on different forms.
- Feel their proposal is appropriate.
- Understand the concerns re: cost sharing – are also cost sharing with the City of Sudbury.
- Cost sharing is not part of the development on their site - it is to upgrade infrastructure on adjacent properties.
- Would like to receive copies of the presentations submitted at the Meeting this evening.
- Maintain their proposal is the best fit and best proposal for this site.

Direction: Item to remain on Committee. Supplemental Report to be brought forward at the Committee Meeting on Monday, August 12<sup>th</sup>, 2013.

cc Committee Meeting of Council adjourned at 9:01 p.m.

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MAYOR ALLAN McDONALD

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

**COMMUNITY SERVICES COMMITTEE REPORT NO. 2013-19**

July 29, 2013

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2013-19 and recommends:

- "That 1) the proposed Zoning By-law Amendment application by Ron Tambeau on behalf of the Greenwood Avenue Baptist Church, 312 Greenwood Avenue in the City of North Bay to rezone the property legally described as Lots 263-269, Plan No. 86, PIN No. 49159-0053 (LT) from "Residential First Density (R1)" and "Residential Third Density (R3)" zones to a "Neighbourhood Commercial Special (C5 Sp.)" zone, as shown on Schedules "A" & "B", attached to Planning Advisory Committee recommendation dated June 5, 2013, be approved; and
- 2) the subject property be placed under Site Plan Control pursuant to Section 41 of the Planning Act, R.S.O., 1990 as amended in order to regulate parking, lighting, landscaping, storm water, drainage, garbage, play space, ingress, egress and fencing as required."

All of which is respectfully submitted.

	ASSENTS	DISSENTS
MENDICINO (CHAIR)	_____	_____
MAYNE	_____	_____
VAILLANCOURT	_____	_____
MAYOR McDONALD	_____	_____



**City of North Bay  
Report to Council**

CLERK'S DEPT.

**Report No. EESW-2013-033****Date: July 1st, 2013****Originator: Al Tomek, Waste Management Co-ordinator****Subject: City of North Bay's Blue Box and Waste Diversion Plan****File No: P09 – Merrick Landfill Certificate of Approval**

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**RECOMMENDATION**

That the City of North Bay's Blue Box and Waste Diversion Plan prepared by Engineering Environmental Services be adopted and that a copy be forwarded to the Ministry of the Environment in compliance with Environmental Assessment Conditions of Approval for the Merrick Landfill site.

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**BACKGROUND**

Condition F-1 of the Environmental Assessment Act approval for the Merrick Landfill site stipulates:

F-1 "Within 180 days of the approval under the E.A. Act, the proponents shall complete and finalize a 3R's Maximization Plan which includes projections on program activities, costs and funding including an outline on implementation and a schedule for implementation of the plan. The plan will be reviewed in consultation with the WRLC and forwarded to the Regional Director. Upon approval of the Regional Director, the proponents will implement the plan. The plan will be reviewed and updated as necessary in consultation with the WRLC. A copy of the approved plan and any approved amendments is required for the public record".

In the past, staff, in consultation with the Waste Resources Liaison Committee reviewed this 3R's Plan and once accepted, the document is forwarded to City Council.

In 2010, City Council agreed to combine the 3R's Maximization Plan with The City of North Bay's Blue Box and Waste Diversion Plan, as both documents were similar in nature.

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**OPTIONS / ANALYSIS**

The City of North Bay's Blue Box and Waste Diversion Plan is attached. The plan has been prepared to reflect current practices and strategies used to determine program enhancement opportunities.

### **Option 1**

North Bay City Council can adopt the Blue Box and Waste Diversion Plan as presented. If adopted, the City will apply the information and update it accordingly. By adopting this plan, North Bay will be complying with Condition F-1 of the Environmental Assessment Act approval for the Merrick Landfill.

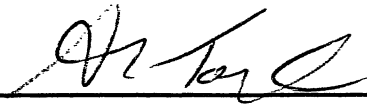
### **Option 2**

North Bay City Council can opt to not adopt the Blue Box and Waste Diversion Plan as presented. If not approved, the City would not be complying with condition F-1 of the Environmental Assessment Act approval for the Merrick Landfill.

### **RECOMMENDED OPTION**

That the Blue Box and Waste Diversion Plan prepared by Engineering Environmental Services be adopted and that a copy is forwarded to the Ministry of the Environment in compliance with Environmental Assessment Conditions of Approval for the Merrick Landfill site.

Respectfully submitted,



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**Al Tomek, Waste Management  
Coordinator**



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**John Severino, Manager of  
Environmental Services**

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



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



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**Jerry Knox  
Chief Administrative Officer**

**Personnel designated for continuance: Al Tomek**

# **NORTH BAY'S BLUE BOX AND WASTE DIVERSION REPORT**

## **HISTORY**

North Bay's Blue Box Program was launched in 1991. When first established, the City only collected blue box items required by the province. Since this time, the program has expanded over the years in order to collect most of the packaging material found on grocery store shelves. In 1994, the City moved to bi-weekly recycling collection to reduce operating costs.

In 1999, the City implemented bans on the collection and disposal of corrugated cardboard. In the past decade, the City has expanded the materials collected and extended the program to schools, multi-residential dwellings and the Downtown Improvement Area (weekly corrugated cardboard collection). The City's recycling contractors are permitted to process recyclables from other municipalities at the City's Material Recovery Facility. This shared resource approach is cost effective for all parties.

The purpose of the Waste Diversion Plan is to map out a strategy to continue with program expansion and enhanced participation to increase the amount of recyclables diverted from the City's waste stream. The Waste Diversion Plan is part of the City's overall waste diversion strategy which strives to direct all types of waste from the landfill.

Listed below are some of the more prominent waste diversion programs implemented in the City of North Bay:

- Blue Box Program
- Backyard Composting Program
- Corrugated Cardboard Ban
- Electronic Equipment Ban
- Electronic Drop-off Depot
- Grass Collection Ban
- Household Hazardous Waste Facility
- Leaf and Yard Waste Drop-off Depot
- Large Brush and Wood Waste Recycling Area
- Paint Exchange Facility
- Tire Recycling Program
- Scrap Metal Drop-off Areas
- Street Light Recycling Program

## **Waste Reduction Programs:**

### **Leaf and Yard Waste**

The City introduced a ban on the collection of grass clippings in 2001 and established an Organic Drop-off Depot a year later for all types of leaf and yard waste. This depot is extremely popular during the spring/summer and fall period; it sees approximately 50-100 vehicles per day during the slow periods and over 100-300 vehicles per day during the busy periods. The materials collected at this depot are shipped to the composting area at the Merrick Landfill then mixed with ground brush material and composted for 12 to 18 months. Once composted, the material is tested and sold to residents or used by City departments. In 2012, approximately 776 tonnes of organic material was composted at the landfill.

### **Electronic Waste**

The City's Electronic Drop-off Depot was established in 2001. The depot is adjacent to the Household Hazardous Waste Depot and operated by Hazardous Waste staff. In 2012, the depot diverted approximately 230 tonnes of materials from the landfill and generated approximately \$83,200.00 in revenue from a company specializing in processing electronic waste. In addition, approximately 10,000 vehicles delivered electronic waste to the depot that year.

### **Scrap Metal and White Goods**

The City operates two drop-off areas for scrap metal. The Merrick Landfill has a special area for large white goods such as refrigerators, freezers and air conditioners. Under provincial legislation, these appliances must have the refrigerants removed before any type of recycling/disposal. Once the refrigerants are removed, the scrap metal is sold off for recycling. A scrap metal container is also available at the Household Hazardous Waste Depot for smaller scrap metal items.

### **Household Hazardous Waste**

The City's Household Hazardous Waste Depot opened in 1999. For the first 9 years it was open 7 months of the year. As of 2009, the facility is open year round. Last year, the facility collected 270 tonnes of various types of hazardous waste from approximately 11,500 vehicles. The volumes of hazardous and electronic waste collected are shown on the next page.

## YEARLY AND MONTHLY TOTALS FOR 2012

<i>Regular Waste (In Litres)</i>	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEARLY TOTALS
Paint	4300	3400	8900	9000	14400	10400	10400	10900	10500	13600	11000	4800	111600
Motor Oil	800	600	1400	1800	3400	2600	3400	4400	3800	3800	3200	1200	30400
Flammables	1400	1100	3000	3700	5300	4400	6800	3800	3000	2400	1800	1000	37700
Aerosols	400	300	700	900	1200	1000	1100	1500	1000	1000	700	500	10300
Gasoline	200	0	300	400	800	1000	0	600	800	600	1200	200	6100
Bases	400	400	800	700	1400	1100	900	1100	1200	900	600	400	9900
Acids	0	0	200	100	100	100	100	200	100	200	0	100	1200
Oxidizers	0	0	100	0	100	100	200	100	100	0	100	0	800
Antifreeze	200	100	0	200	400	200	600	400	400	600	0	200	3300
HH Batteries	800	600	800	800	2800	300	2600	1000	800	1000	600	600	12700
Pharmaceuticals	100	0	200	0	200	0	200	100	100	0	100	0	1000
Oil Filters	100	0	200	500	300	100	400	400	100	300	200	100	2700
Pesticides	100	0	300	200	400	300	200	300	200	200	300	200	2700
1lb Propane Cylinders	0	100	200	200	300	300	200	300	300	300	300	100	2600
<b>TOTAL</b>	<b>8800</b>	<b>6600</b>	<b>17100</b>	<b>18500</b>	<b>31100</b>	<b>21900</b>	<b>27100</b>	<b>25100</b>	<b>22400</b>	<b>24900</b>	<b>20100</b>	<b>9400</b>	<b>233000</b>

<i>Other Waste</i>	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEARLY TOTALS
20lb Propane Cylinders (kg)	279	0	225	513	666	351	828	666	351	468	32	243	4622
Automotive Batteries (kg)	360	342	1134	2502	1908	3042	1620	1728	1584	1314	630	1836	18000
Fluorescent Tubes (boxes)	20	28	13	21	32	15	10	10	7	12	51	7	226
Syringes (kg)	105	100	60	75	120	30	45	30	90	15	60	60	790
Fire Extinguishers (kg)	0	0	0	117	0	0	72	108	0	198	0	76.5	571.5
Rechargeable Batteries (kg)	0	0	98.5	66	215	55	69.4	79	84	127	118	36	947.9
Estimated L Diverted (Paint and Related Materials)	0	0	0	756	1318	1117.5	1203	2299	1602	1286	0	0	9581.5
Electronic - Monitors (kg)	7258	8927	13351	9047	16292	12592	11524	13743	9432	6816	14224	14075	137281
Electronics - Processors (kg)	676	1098	1220	1462	2189	1228	1503	2169	1751	969	2160	2355	18780
Electronics - Other (kg)	3303	4751	4485	4351	7794	6379	7303	7974	6127	4846	5744	7784	70841

<i>Individual Units</i>	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEARLY TOTALS
20lb Propane Units	31	0	25	57	74	39	92	74	39	52	48	27	558
Automotive Battery Units	20	19	63	139	106	169	90	96	88	73	35	102	1000
Fire Extinguisher Units	0	0	0	26	0	0	16	24	0	44	0	17	127

<i>Facility Usage</i>	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEARLY TOTALS
Number of Vehicles (Haz. Waste)	409	547	822	902	1314	1222	973	1301	1120	1226	900	613	11349
Number of Vehicles (Electronics)	595	553	797	760	1082	1025	781	993	914	1117	948	468	10033

## Backyard Composting Program

Since 1990, the City has subsidized the sale of backyard composters to North Bay residents. Over this period of time, approximately 8100 composters have been sold.

## Waste Reduction Program

The City of North Bay promotes several types of waste reduction programs throughout the year. These include:

- Goods Exchange Day (twice a year)
- Educational services to schools, organizations and clubs
- Paint exchange area
- Tours of the recycling centre and other waste management facilities
- Waiving of tipping fees for organizations involved with recycling activities
- Waste audits

<b>2012 Municipal Waste Diversion Statistics</b>		
	<b>Tonnes</b>	<b>% of Total</b>
Blue Box Recycling All Products	3888*	58%
Tire Recycling	380	6%
Wood Waste Chipping	280	4%
Backyard Composting	767	11%
Organic Drop-Off/Landfill Organics	776	11%
White Goods and Steel	108	2%
Concrete and Boulder Separation	50	1%
Household Hazardous Waste	237	4%
Computer/Electronic Equipment	235	3%
<b>Total:</b>	<b>6721</b>	<b>100%</b>

\* indicates recyclables from only North Bay and Callander

## **North Bay's Blue Box Program**

North Bay's recycling program complies with Ontario Regulation 101/04 which mandates the type of Blue Box collection system as well as the types of materials required to be collected. Recyclables are collected on a bi-weekly basis from 18,910 single residential property households and 4396 multi-residential properties. All elementary and secondary schools are permitted to place up to 15 blue boxes at the curbside on a bi-weekly basis. Corrugated cardboard is collected in the Downtown Improvement Area once a week.

## **2012 Blue Box Recycling Statistics**

The City of North Bay currently collects a comprehensive list of materials which exceeds current provincial regulations including:

- Aluminum cans
- Aluminum foil, pie plates and trays
- Aseptic containers
- Aerosol cans (empty)
- Boxboard
- Corrugated cardboard
- High density polyethylene – small mouth containers (HDPE #2)
- Mixed household paper
- Magazines, catalogues and telephone books
- Newsprint including coloured flyers and inserts
- Clear and coloured glass
- Polycoat containers
- Polyethylene terephthalate – small mouth containers (PETE #1)
- Steel beverage and food cans
- Empty paint and stain cans
- Plastic tubs and lids
- All plastic food and beverage containers (1-7)



## Combination of Collected Depot, Curbside and Multi-Residential Recycled Materials

	2012 Tonnes	% of Total	2011 Tonnes
Old Corrugated Cardboard (Includes Boxboard) Includes Aseptic and Polycoat Containers	1632	42%	1500
Newsprint (Includes Magazines and Telephone Directories)	1451	37%	1505
Clear and Coloured Glass	295	8%	343
Steel	175	4%	162
PET #1 Plastic	153	4%	152
HDPE #2 Plastic	67	2%	71
Aluminum	41	1%	55
Mixed Plastics	75	2%	30
<b>Total:</b>	<b>3889</b>	<b>100%</b>	<b>3818</b>

## Current and Potential Diversion Based on 2012 Tonnages and Stewardship Ontario's Historic Waste Composition Study Conducted in 2005 and 2006

	Estimated Total Available in the Waste System (Tonnes)	Currently Recycled (Tonnes)	Percent Recycled	Potential Increase (Tonnes)
Newsprint, Magazines, Telephone Books, and Other Printed Paper	2538.86	1632	64%	906.86
Cardboard, Boxboard, Polycoat, and Aseptic Containers	1709.98	1451	85%	258.98
Food and Beverage glass (Including LCBO)	815.31	295	36%	520.31
Steel Cans, Aerosol Cans, and Paint Cans	323.88	175	54%	148.88
Plastic PET #1 Bottles	234.86	153	65%	81.86
Plastic HDPE #2 Containers	130.34	67	51%	63.34
Aluminum Cans and Foils	138.95	41	30%	97.95
Mixed Plastics	126	75	60%	51
<b>TOTAL</b>	<b>6018.18</b>	<b>3889</b>	<b>65%</b>	<b>2129.18</b>

- Stewardship Ontario's Waste Composition Study was conducted in 2005 and 2006 and is the average among municipalities with similar demographics.

### Factors that influence the above capture rates:

- Over the past 5 years, plastic has become the primary packaging material due to decreased manufacturing costs and low transportation costs. Many foods and beverages that were once packaged in glass are now packaged in plastic. Plastic paint cans have become more popular over the past 4 years.
- Newsprint is used abundantly in municipalities where many households have wood burning stoves/fireplaces which reduces the capture rate figure. Another factor is many people are now receiving their mail and bills electronically which also lessens the capture rate.
- Aluminum cans in North Bay are collected by numerous organizations that canvas the public for this material to raise funds for various projects.

## 2009-2012 Blue Box Financial Data Based on Cost per Household

	North Bay 2009	North Bay 2010	North Bay 2011	North Bay 2012
Gross cost per household	\$47.78	\$44.30	\$39.38	\$44.92
Revenue per household	\$13.43	\$27.17	\$23.03	\$17.11
Net cost per household	\$34.35	\$17.13	\$16.34	\$27.81

- The average net cost per household from 14 municipal programs is \$41.56.  
This figure is based on information within the Waste Diversion's Actuals for 2006-2008.

## 2012 Recycling Data from Waste Diversion Ontario

Program Name	Net Costs	Reported Net Cost per Marketed Tonne	Recycling Rate	Blue Box Tonnes Marketed	Performance Factor within Group	Tonnes Available for Collection
NORTH BAY, CITY OF	\$565,587	\$160.32	61.7%	3,528 T	80.7%	5,713 T
BRUCE AREA SOLID WASTE RECYCLING	\$768,179	\$198.87	50.9%	3,863 T	71.3%	7,589 T
CHATHAM-KENT, MUNICIPALITY OF	\$1,012,897	\$226.35	34.4%	4,475 T	50.7%	13,003 T
PETERBOROUGH, COUNTY OF	\$1,203,825	\$253.49	73.3%	4,749 T	75.2%	6,478 T
WELLINGTON, COUNTY OF	\$1,271,768	\$267.71	54.1%	4,751 T	61.1%	8,778 T
OXFORD, RESTRUCTURED COUNTY OF	\$1,307,433	\$188.74	52.9%	6,927 T	74.5%	13,097 T
NORFOLK, COUNTY OF	\$1,426,161	\$339.44	61.1%	4,202 T	56.1%	6,878 T
QUINTE WASTE SOLUTIONS	\$1,740,646	\$157.85	66.9%	11,027 T	81.7%	16,472 T
KINGSTON, CITY OF	\$1,764,379	\$198.54	64.1%	8,887 T	77.8%	13,855 T
NORTHUMBERLAND, COUNTY OF	\$2,235,343	\$391.27	58.6%	5,713 T	50.3%	9,745 T
MUSKOKA, DISTRICT MUNICIPALITY OF	\$2,761,439	\$444.86	84.0%	6,208 T	58.2%	7,391 T
KAWARTHA LAKES, CITY OF	\$3,007,287	\$494.77	69.9%	6,078 T	49.9%	8,693 T
BLUEWATER RECYCLING ASSOCIATION	\$3,893,248	\$350.34	62.2%	11,113 T	55.4%	17,879 T
GREATER SUDBURY, CITY OF	\$4,178,059	\$302.83	75.9%	13,797 T	70.5%	18,167 T

## **GOALS**

The Recycling Plan has 3 main goals:

1. Increase participation by those eligible to receive the service.
2. Expanding the scope of eligibility to more users.
3. Decrease residue at the recycling facility.

### **Increase Participation Rate**

In 2010, the City conducted a blue box participation survey. This survey was conducted with the assistance of summer students. Sixteen hundred single family properties were surveyed over a 4 week period. The definition of participation in this survey was that the resident placed the Blue Box to the curb at least once over the one month time period.

The survey concluded that 70.3% of those surveyed participated in the City's Blue Box Program.

Ideally, the survey should occur at different times of the year to get more accurate results. However, due to the lack of resources, this survey was conducted during the summer months.

It is the City's goal to increase the participation rate by 2% each year over the next 3 years.

The Province has advocated a 60% diversion rate as a minimum goal for all recycling programs in Ontario. This capture rate is defined as the percentage of acceptable materials that end up in the blue box versus what ends up in the waste stream. It is the City's intention to reduce as many recyclables from the waste stream as possible and strive to meet the provincial target.

### **Institutions with the Focus on Schools, Businesses and Multi-Residential Buildings:**

#### **Schools**

The City now provides a curbside collection service to many participating schools with up to 15 blue boxes on a bi-weekly basis. The City also assists in providing guidance in setting up school recycling programs. Many schools take this on as a learning experience for the students. Also, with the newly completed renovations to the City's Recycling Center, tours of the facility can resume to assist in promoting the City's recycling program and helping tour groups visualize the large amounts of materials collected and processed in North Bay.

## **Multi-Residential Buildings**

The City provides free collection of recyclables from multi-residential buildings and each property can have up to 18 – 95 gallon (360 litre) carts. In 2011 and 2012, the City participated in a program implemented by Waste Diversion Ontario. The purpose of the funding was to increase the participation rate of multi-residential buildings in North Bay. This program has been quite successful and the participation rate is anticipated to increase.

Under Ontario Regulation 103/94, multi-residential building owners are mandated to provide a recycling service for their tenants, and the service must be equivalent to that offered by the municipality. The City of North Bay currently has no direct authority to enforce provincial legislation, and the City is left to encourage participation through persuasion. Currently, City staff meets with building owners or attends co-ops and tenant meetings to explain how the program works.

## **ICI (Industrial, Commercial, and Institutional)**

The City currently offers the ICI sector a 6 day per week drop-off depot for recyclables at its Recycling Centre. This service is heavily used by the ICI sector to divert corrugated cardboard which has been banned from the landfill. It is anticipated that more businesses will take advantage of the recycling drop-off services in the near future.

## **Residue at the Recycling Centre**

The City's residue percentage is 2.0%. Residue in this case is defined as the amount of waste mixed in recyclables collected at the curb and at the drop-off depot. In 2012, over 76.94 tonnes of non-recyclables had to be disposed of at the landfill.

Currently, any residue generated at the Recycling Centre is the responsibility of Miller Waste; however, through better education and signage, staff believe this figure can be decreased to 1%.

## **Monitoring and Reporting**

Since the commissioning of the Merrick Landfill in 1994, the City has reported annual volumes for waste landfilled and volumes diverted through various waste reduction programs.

One of the conditions of the Environmental Assessment Act for the approval of the Merrick Landfill states that a 3R's Maximization Plan (now referred to as the Blue Box and Waste Diversion Plan) will be reviewed and updated as necessary in consultation with the Waste Resources Liaison Committee.

**Estimated Quantity of Solid Waste and Waste Diverted in the City of North Bay**

Activity	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
<b>Total Solid Waste Landfilled</b>	<b>50000</b>	<b>48000</b>	<b>46000</b>	<b>45000</b>	<b>42000</b>	<b>46500</b>	<b>42762</b>	<b>40400</b>	<b>44922</b>	<b>42470</b>	<b>42296</b>	<b>44562</b>	<b>43444</b>	<b>44734</b>	<b>45553</b>	<b>42501</b>	<b>43821</b>	<b>46740</b>	<b>47650</b>	<b>46870</b>	<b>47594</b>	<b>41705</b>	<b>40221</b>	<b>42214</b>
Blue Box	0	0	1109	1672	770	2812	1844	2682	2823	3036	3092	2855	2540	2753	3112	3014	3079	3341	3520	3506	3559	3513	3535	<b>3670</b>
Tire Recycling	0	0	0	50	60	100	51	75	72	50	60	60	64	132	107	131	124	59	77	70	72	60	160	<b>380</b>
Wood Waste/ Brush Processed	0	0	0	90	150	1200	1000	1000	500	500	500	500	500	300	525	385	209	220	942	302	225	132	300	<b>280</b>
Leaves-Composting On-Site & Yard Waste	0	0	0	250	470	577	300	340	480	575	634	616	307	296	310	140	650	650	697	650	750	601	361	<b>724</b>
Grasscycling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	328	104	82	42	43	<b>52</b>
Home Composters	0	0	720	1220	1440	1521	1594	1637	1637	1637	1637	1680	1680	1700	723	730	737	744	752	759	767	767	767	<b>767</b>
White Goods & Steel	0	0	100	190	215	170	123	70	75	73	160	131	76	182	205	297	409	490	156	296	1554	190	200	<b>108</b>
Concrete & Boulder Separation	0	0	20	20	20	20	30	30	30	30	10	10	10	10	20	20	20	20	100	10	10	10	20	<b>50</b>
HHW	0	10	30	60	60	53	63	50	50	50	60	65	65	62	94	107	115	205	158	108	149	200	248	<b>237</b>
Computers/ Electronics	0	0	0	0	0	0	0	0	0	0	0	7	7	4	5	5	12	26	19	27	107	210	255	<b>235</b>
Private Initiatives	0	0	0	300	1000	3000	5000	5000	5000	5000	5000	5000	5000	1200	1500	2500	1500	1500	1500	1500	1500	1500	1500	<b>1500</b>
N. Himsworth Composting	0	0	0	0	0	72	79	79	79	79	79	79	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
N. Himsworth Recycling	0	0	0	0	0	0	0	0	0	75	75	75	0	0	0	0	231	199	228	223	221	226	221	<b>218</b>
Total Material Reduced	0	10	1979	3852	4185	9525	10084	10963	10746	11105	11307	11078	10249	6639	6601	7329	7086	7454	8477	7555	8996	7451	7610	<b>8221</b>
Total Material	50000	48010	47979	48852	46185	56025	52846	51363	55668	53575	53603	55640	53693	51373	52154	49830	50907	54194	56127	54425	56590	49156	47831	<b>50435</b>
Contaminated Fill & Sludge	0	0	0	1190	1580	3043	5448	2842	6830	3451	7627	5224	50009	21064	2911	22905	14804	94248	15882	8926	7689	4985	21416	<b>10019</b>

**CITY OF NORTH BAY**  
**REPORT TO COUNCIL**

JUL 23 2013

**Report No:** CSBU 2013 - 74**Date:** July 18, 2013**Originator:** Grant Love, Fire Chief**Subject:** Fire Marque Agreement

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**RECOMMENDATION**

That Council agrees to enter into an agreement with Fire Marque Inc. for the purpose of appointing them as an agent to submit claims and collect recoverable expenses, using Indemnification Technology®, with respect to insured perils resulting from the Fire Department's attendance at an incident site.

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**BACKGROUND**

In 2011 Mr. Chris Carrier, National Municipal Accounts Manager for Fire Marque Inc. contacted Chief Love regarding Fire Marque's Indemnification Technology program.

Fire Marque's Indemnification Technology program would provide the City of North Bay the opportunity to recover certain costs associated with fire responses through insurance companies. A draft agreement with Fire Marque Inc. is being presented to Council for consideration.

Fire Marque Inc. is a company that specializes in obtaining funds available to municipalities through homeowner insurance policies in the event of a fire incident. Currently the City has no means of tracking insurance policies for those involved in an incident, nor the manpower to invoice and follow up on payments.

Most building insurance policies will pay for reasonable fees or charges against the buildings being insured for fire services received. This has been in place for many years but municipalities did not have the staff or expertise to deal with the Insurance Company or the knowledge required for making the claim.

Fire Marque Inc. has the necessary staffing and programs in place to assist municipalities with this process. The Insurance Bureau of Canada requires all home policies carry a \$1,000 minimum coverage (peril insurance) for costs directly related to fighting a fire incident.

This coverage has been in place for years; however, municipalities have been unaware they are entitled to recover costs through this coverage.

These funds are above and beyond what the homeowner has for their insurance coverage.

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For example if you have \$300,000.00 coverage for fire protection and a claim is made, you still get the \$300,000.00 and the cost recovery bill is paid out separate from the claim. The claims are handled through the insurance companies and the homeowners would not be involved nor held accountable for any monies the insurance company does not cover. Only insurance companies providing coverage against this type of claim will be invoiced for cost recovery of Fire Department expenses. It should be noted the use of the monies is dictated by the insurance policy wording and must be used by the Fire Department in three areas: Training, Fire Prevention or Equipment Purchases.

In addition, an amendment to the City's 2013 Fees By-Law was updated to include the following: "Fire Response Fees – Indemnification Technology, \$410.00/hour per truck (the current MTO costing rate) and personnel plus any additional cost to the Fire Department or the City of North Bay for each and every call."

In July 2013 the Fire Chiefs for Kitchener and the City of Temiskaming Shores were contacted as their respective municipalities have entered into agreements with Fire Marque. Both Chief Beckett and Chief Utley recommended the service of Fire Marque.

During 2011 and 2012, CAO D. Linkie, CAO J. Knox, CFO M. Karpenko and Fire Chief G. Love met with Mr. Carrier and he presented their program. As a result of these meetings direction was given for the Fire Chief to include the information during the 2013 Budget Committee Meeting. The service level change was accepted and forms part of the 2013 Operating Budget with a net impact of zero.

It is recommended any recovered funds be utilized as a revenue source towards fire related items in accordance the Emergency Cost Recovery Proceeds stipulated in the insurance policy standard wording.

Fire Marque charges a 30% fee against any money recovered for the municipality. No expenses are incurred if Fire Marque is not successful in their efforts.

Staffing implications associated with the proposed agreement are limited to normal administrative functions and duties.

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## **OPTIONS / ANALYSIS**

### Option 1:

- Council could decide not to enter into an agreement with Fire Marque Inc. This alternative is not being recommended as this agreement will permit the City to recover costs for incident responses.

- Council could consider submitting claims and collecting funds using City Staff. This alternative is also not being recommended as the City does not have the staff resources and expertise necessary for the submission of the claims and the follow-up required with various insurance companies.

Option 2:

That Council agrees to enter into an agreement with Fire Marque Inc. for the purpose of appointing them as an agent to submit claims and collect recoverable expenses, using Indemnification Technology®, with respect to insured perils resulting from the Fire Department's attendance at an incident site; and

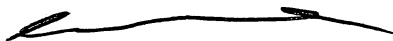
That Council directs Staff to prepare the necessary By-law to authorize the agreement with Fire Marque Inc. for consideration at the next Regular Meeting

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**RECOMMENDED OPTION**

That Council agrees to enter into an agreement with Fire Marque Inc. for the purpose of appointing them as an agent to submit claims and collect recoverable expenses, using Indemnification Technology®, with respect to insured perils resulting from the Fire Department's attendance at an incident site; and

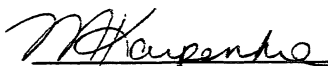
Respectfully submitted,

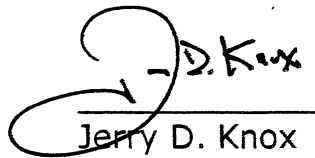
  
\_\_\_\_\_  
Grant Love  
Fire Chief

GL/dlb

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We concur in this report and recommendation.

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

  
\_\_\_\_\_  
Jerry D. Knox  
Chief Administrative Officer

Personnel designated for continuance: Chief Grant Love



This Agreement made the .....day of.....

## AGENCY AGREEMENT

(Herein after referred to as the 'Agreement')

The Agreement made

BETWEEN:

FIRE MARQUE INC.  
(herein after referred to as the "Agent")

AND

.....  
(Herein after referred to as the "Municipality")

**WHEREAS** the Municipality Fire Department attends, when required, at incident sites to provide emergency services;

**AND WHEREAS** the costs and expenses incurred by the Municipality Fire Department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the insurance policies of the owner or tenant of the Incident Site;

**AND WHEREAS** the Municipality wishes to appoint the Agent, as its agent for the purpose of filing claims ("Claims") on behalf of the Municipality and to recover, on their behalf, any insurance proceeds from the insurers of the affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites.

**AND WHEREAS** the Agent wishes to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

### 1. DEFINITIONS

- (a) "**Agreement**" is the mutual understanding with respect to the rights, duties and obligations with one another;

- (b) **"Agency Fee"** is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds excluding taxes;
- (c) **"Agency Fee Taxes"** are the HST or GST, and any other value added taxes as defined under the Tax Act;
- (d) **"Agent"** is Fire Marque Inc.;
- (e) **"Claims"** an amount requested for payment for an insured loss which falls under the terms of an insurance contract;
- (f) **"Emergency Cost Recovery Proceeds"** are the funds recovered by the Agent as a result of filing claims with insurers pursuant to the Insurance Policies of the owner or tenant of an Incident Site to recover the costs and expenses incurred by the Municipality Fire Department as result of attending and providing emergency services at an Incident site;
- (g) **"Fire Department"** means a group of firefighters authorized to provide fire protection Services by the .....
- (h) **"Incident Reports"** are the property statistical fire reports also called Standard Incident Reports;
- (i) **"Incident Sites"** is the municipal address or property location of the incident which is attended at by the Municipality's Fire Department in relation to which the Municipality's Fire Department incurs costs and expenses as a result of providing their emergency services;
- (j) **"Indemnification Technology®"** is the intellectual property owned and employed by the agent in making claims to recover costs and expenses of the Municipality's Fire Department incurred as result of providing emergency services at an Incident site and includes: incident reporting, data collection, and property insurance policy wording interpretation to maximize billing opportunities on behalf of the Fire Department by invoicing insurance companies for the costs of fire department attendance with respect to insured perils.
- (k) **"Indemnities"** means the Agent, its directors, partners, officers, agents, and employees and the Municipality, Party or Parties its employees, servants, agents, subcontractors or volunteers.
- (l) **"Initial Term"** A time commitment from the signing of this agreement.
- (m) **"Insurers"** as defined in the insurance act.
- (n) **"Insurance Policies"** is a system under which individuals, businesses and other entities, in exchange for a sum of money called the premium are guaranteed compensation for losses resulting from certain perils under specific conditions.
- (o) **"Intellectual Property"** is a distinct type of creation for which a set of exclusive rights are recognized, these rights include copyrights, trademarks, patents and trade secrets.
- (p) **"Losses"** are the basis for a claim for indemnity under the terms of an insurance policy.

- (q) **"Party"** or **"Parties"** is the Agent and the "Municipality".
- (r) **"Municipality"** is the municipality entering into the agreement.
- (s) **"Renewal Term"** a three year time commitment after the initial term.
- (t) **"Term"** is the Initial Term together with any subsequent Renewal Term;
- (u) **"Termination Date"** is the date the agreement ends.
- (v) **"Third Party Fire Departments"** is a fire department, fire brigade, persons and/or equipment that are not part of the Municipality Fire Department.

## 2. **TERM**

The term of this Agreement will begin as of the date hereof ..... and continue for a period of five years (the "Initial Term"). Until terminated in accordance with Section 14, this Agreement will automatically renew for successive three years (each a "Renewal Term") upon the expiry of the Initial Term or any preceding renewal period (the Initial Term and any subsequent Renewal Terms are hereinafter collectively referred to as the "Term").

## 3. **APPOINTMENT**

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement for the purpose of filing, on behalf of the Municipality, all claims with insurers and to recover from any insurers on their behalf, any proceeds of insurance which are recoverable in accordance with the terms of any policy agreement of an owner or the tenant at any Incident Site.

## 4. **AGENT OBLIGATIONS**

During the term of the Agreement, the Agent agrees:

- (a) To proceed diligently to prepare and file claims with the insurer of the incident sites on behalf of the Municipality upon receipt of the Incident Reports from the Municipality's Fire Department;
- (b) To establish and maintain an interest bearing trust account to receive and hold any actually recovered proceeds of insurance (the "Emergency Cost Recovery Proceeds") in trust on behalf of the Municipality (which proceeds may be comingled with the proceeds recovered for other municipalities and/or fire departments, for which Agent is providing similar services);

- (c) To remit on a quarterly basis or such period as agreed to between the Agent and the Municipality, the Emergency Cost Recovery Proceeds to the Municipality, less any Agency Fee, and Agency Fee Taxes deducted in accordance with Sections 6 and 7.
- (d) To deliver a statement to the Municipality providing reasonable details in regards to the amounts being remitted for the applicable period; and
- (e) To maintain complete, detailed and adequate books and records pertaining to claims and Emergency Cost Recovery Proceeds.

## **5. MUNICIPALITY'S OBLIGATIONS**

During the Term of the Agreement, the Municipality agrees:

- (a) on a monthly basis or such period as agreed to between the Municipality and Agent, to provide the Agent with all the completed Standard Incident Reports relating to its attendance at all Incident Sites during the period, setting forth in reasonable detail the services provided and the costs and expenses incurred by the Municipal Fire Department in attending such Incident Sites and providing information as to the applicable insured, the insurance company and the policy number of the Incident Site, if available;
- (b) In accordance with the insurance policies ensure that the Emergency Cost Recovery Proceeds that are remitted to the Fire Department are used by the Fire Department for its own purposes, which purposes may include but not be limited to the following:
  - (i) the purchase of equipment for the Fire Department; and/or
  - (ii) the provisions of training and education to the firefighters of the Fire Department; and/or
  - (iii) the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs and
- (c) If requested to provide the Agent with documentation evidencing that the Municipal Fire Department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4.

## **6. AGENCY FEE**

In consideration for the services provided by the Agent pursuant to the agreement, during the Initial Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds (the "Agency Fee"). The Agent will be entitled,

on a monthly basis, to invoice the Municipality for the Agency Fee accrued in respect of the previous month Emergency Cost Recovery Proceeds and to deduct the Agency Fee from the Emergency Cost Recovery Proceeds. The Agent shall not be entitled to any further consideration from the Municipality or the Municipality Fire Department. The amount of the Agency Fee shall be negotiated by the Parties for any Renewal Terms.

## **7. TAXES**

It is understood by the parties that the Agency Fee is exclusive of all taxes, duties and other charges (including any GST, HST or other value added taxes), ("Agency Fee Taxes"), applicable to the services provided by the Agent hereunder. The Agent shall withhold and deduct from the Emergency Cost Recovery Proceeds that are to be remitted to the Municipality's Fire Department, any Agency Fee Taxes, and all such Agency Fee Taxes will be remitted to the applicable government agency, as and when required.

## **8. INTELLECTUAL PROPERTY**

The Municipality agrees and acknowledges that any intellectual property of the Agent, including but not limited to any software, trade-names, trade-marks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology® are the property of the Agent, and the Municipality has no rights to this Intellectual Property as a result of this agreement or otherwise.

## **9. AUDIT**

The Municipality has the right to audit, at its own expense, the records and accounts, during reasonable business hours and on advance written notice to the Agent; and, for up to twenty-four (24) Months from the end of the calendar year to which the records and accounts relate.

## **10. UNRECOVERABLE EXPENSES**

No action will be undertaken by Fire Marque Inc. to collect any proceeds or file any claims on behalf of the Municipality. The Fire Department will only be entitled to receive Emergency Cost Recovery Proceeds actually recovered by Fire Marque Inc. on behalf of the Municipality. The Municipality, at its own discretion, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by Fire Marque through powers granted by their By-Laws or through litigation.

## **11. INCIDENTS ATTENDED TO BY OTHERS**

It is acknowledged by the Parties that in certain instances, in addition to the Municipality Fire Department, other fire departments or other emergency personnel ("Third Party Fire Departments") may attend at an Incident Site and whose costs and expenses incurred as result of attending and providing emergency services at such Incident Site may also be recoverable under the Insurance Policies of the owner(s) or tenant(s) of such Incident Site. In such cases:

- (a) the Municipality acknowledges that the Emergency Cost Recovery Proceeds recovered in respect of such Incident Site may have to be shared with the Third Party Fire Departments, and Agent makes no representation and will not be required take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Municipality Fire Department and the Third Party Fire Departments.
- (b) the Municipality shall negotiate an appropriate allocation of the Emergency Cost Recovery Proceeds with the Third Party Fire Departments. If the Municipality and the Third Party Fire Departments are unable to agree to an appropriate allocation within a reasonable time, then Agent may, in its sole discretion but without obligation to do so, and on notice to Municipality, commence interpleader or a similar action or proceeding in connection with any dispute in relation to allocation of the Emergency Cost Recovery Proceeds and pay the Emergency Cost Recovery Proceeds into court, whereupon the Agent shall be released from any further obligations in respect of such Emergency Cost Recovery Proceeds and the Municipality shall indemnify and hold harmless the Agent from any dispute arising with respect to such Emergency Cost Recovery Proceeds whether the Agent is acting as agent on behalf of the Third Party Fire Departments to the dispute or otherwise.

## **12. LIMIT ON LIABILITY**

Other than Emergency Cost Recovery Proceeds actually recovered, the Agent will not be liable to the Municipality for any costs and expenses incurred as a result of the Municipality Fire Department attending and providing emergency services at an Incident Site which it was unable to recover through the insurance policy of the owner or tenant of such services

**13. INDEMNIFICATION**

The Municipality and the Agent agree to indemnify and save harmless each other from and against any loss, damage, claim, demand, cost, action, suit, expense or liability whatsoever whether in respect to losses suffered by a Party or in respect to claims by third parties that arise out of, or are attributed in any respect to, their involvement as Parties to this Agreement, that the other may incur, suffer or be required to pay pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding that may be made or asserted against or affect the party indemnified by reason of wrongful or negligent act or omission on the part of the indemnifying party, its employees, servants, agents, subcontractors or volunteers in the performance or rendering services. The obligation of either party to indemnify as set forth in this paragraph shall survive the termination of this Agreement for any reason.

**14. TERMINATION**

Notwithstanding Section 2, this Agreement will terminate with 30 days' written notice by either Party, provided that if this Agreement is terminated (other than as a result of a material breach of this Agreement by the Agent), the Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the Municipality Fire Department at Incident Sites which occurred prior to the date of the termination date of this Agreement, and such filings and recoveries shall remain subject to the terms and conditions of this Agreement. The Municipality or the Municipality Fire Department shall not make claims in respect of any incidents attended to by the Municipal Fire Department which occurred prior to the effective date of termination. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

**15. NOTICES**

All notices, communications, statements and payments which may be required or permitted under this Agreement will be in writing and sent by registered mail, courier services, or transmitted by facsimile or other electronic means which produces a physical copy. Any party may change its address by notice to the other parties.

The addresses of the parties pursuant to this Section 15 are as follows:

if to the Municipality,  
.....  
.....  
Phone: .....  
Fax: .....  
Attention:.....

if to the Agent  
Fire Marque Inc.,  
P.O. Box 2018, Thornton, ON L0L 2N0  
Phone: 1-855-424-5991 or 705-424-5991  
Fax: 705-424-5702  
Attention: Ted K. Woods

## 16. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

## 17. ARBITRATION

All disputes, controversies and disagreements with respect to this Agreement, or any matter arising under or in connection with this Agreement, shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) the reference shall be to a single arbitrator appointed in accordance with the *Arbitration Act, 1991*, S.O. 1991, C. 17 as amended;
- (b) the decision of the arbitrator shall be final, conclusive and binding upon all parties;
- (c) unless otherwise determined by the arbitrator, the Parties shall pay an equal portion of the fees and expenses of the arbitrator; and
- (d) the *Arbitration Act, 1991*, S.O. 1991, C. 17 shall apply to and govern each such reference to arbitration; and
- (e) All arbitrations shall be conducted in Barrie, Ontario

## 18. GOVERNING LAW

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province. Subject to Section 17, each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Ontario.



**19. WAIVER**

No waiver of any provision of this Agreement constitutes a waiver of any other provision.

**20. ENTIRE AGREEMENT**

Except as stated herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and, during the term hereof, supersedes all prior written or verbal agreements concerning such subject matter.

**21. AMENDMENTS**

Amendments to this agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this agreement an amendment shall form a part of this agreement.

**22. ASSIGNMENT**

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party, provided that nothing herein shall prevent The Agent from assigning this Agreement or any of its rights or obligations to an affiliate of The Agent, provided that the Agent agrees to remain liable to the Municipality for the obligations of such transferee affiliate.

**23. ENUREMENT**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

**24. COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or other electronic transmission) and all counterparts taken together constitute one and the same instrument.

**25. LEGAL RELATIONSHIP**

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality and Agent. The Parties expressly acknowledge that they are independent and neither an employer-employee relationship is intended or created by this Agreement.

**26. COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION**

Any information collected by the Agent and Principal pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of *the Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 as amended and the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

**27. LAWS**

The Municipality and Agent, its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.

**28. CONFIDENTIALITY**

The Agent shall hold confidential and not disclose or release to any person other than the Agent and Principal at any time during or following the term of this Agreement, except where required pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and/or the *Personal Information Protection & Electronic Documents Act (PIPEDA)*, any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such confidential information

**29. CONFLICT OF INTEREST**

The Agent shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this section by the Agent shall entitle the Principal to terminate this Agreement in addition to any other remedies that the municipality may have in law or equity.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written.

**MUNICIPALITY OF**

**FIRE MARQUE INC.**

\_\_\_\_\_  
....., Mayor

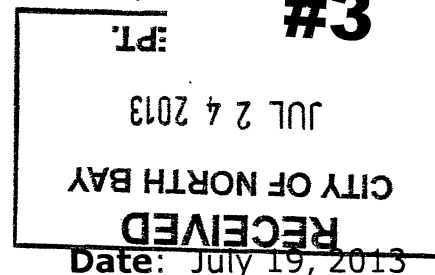
\_\_\_\_\_  
Ted K. Woods, President

\_\_\_\_\_  
....., Municipal Clerk

\_\_\_\_\_  
Witness

City of North Bay

Report to Council

**Report No:** CSBU 2013 - 75**Originator:** Peter Carello, Senior Planner, Current Operations**Subject:** Proposed Radio Antenna Tower - 152 Booth Road

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## RECOMMENDATION

That Council offer no objections to the telecommunication tower proposed to be located at 152 Booth Road.

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## BACKGROUND

Standard Land Company, on behalf of Bell Mobility, has applied to Industry Canada to construct a new radiocommunication tower measuring 40 metres in height. The location of the proposed tower would be 152 Booth Road, a property within the West Ferris industrial area commonly referred to as the Gateway Industrial Park. It is developed with an industrial operation (an HVAC business). The subject property is designated "General Industry" by the Official Plan and has split zoning, these being both "Light Industrial Two (M2)" and "Light Industrial Three (M3)". The proposed location for the tower would be within the M3 portion of the property. The tower is proposed to be a monopole, which would be located at the rear of the property.

Under the City of North Bay's Zoning By-law 28-80 radio, television or similar telecommunication towers regulated by CRTC or Industry Canada are exempt from the Zoning By-law, provided that the tower and associated structures located on the property meet the setbacks in the zone they are located.

All immediately neighbouring properties are identified for industrial use by the Official Plan and Zoning By-law. Lands approximately 200m west of the subject property are designated residential. However, at the time of this report, these properties are mostly sparsely developed with low density residential units on large land holdings.

The minimum required side yard setback in an M3 zone is 4.5m and the rear yard setback is 12m. The proposed location of the tower will meet these minimum setbacks.

In 2008, the City of North Bay amended its Radiocommunication and Broadcasting Antenna Systems Policy to reflect the fact that the Federal Government is ultimately the approval authority for these types of applications. The City's Radiocommunication and Broadcasting Antenna Systems Policy outlines a consultation process requiring proponents to host a neighbourhood public meeting.

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Neighbours within 120 metres of the subject property are to be notified and the proponent is to place an advertisement in the North Bay Nugget to notify the larger community of this meeting.

The applicant was advised of the City of North Bay's Radiocommunication Tower Consultation Policy. As part of the fulfillment of the requirements of this policy, the applicants scheduled a public meeting held on July 4<sup>th</sup>, 2013. No attendees participated during this public meeting. Standard Land Company also placed a notice in the North Bay Nugget on June 26<sup>th</sup>, 2013. With the completion of these consultation activities, the proponents have met the City's Radiocommunication and Broadcasting Antenna Systems Policy requirements.

The intent of this Report to Council is to allow Council to comment on the proposed tower. However, as the Federal Government is the approval authority for radiocommunication towers, Council does not have the ability to approve or deny the application.

A schedule showing the proposed location of the tower is attached for Council's consideration.

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### **OPTIONS ANALYSIS / FINANCIAL IMPLICATIONS**

#### Option 1:

Not support the proposed Radio Communication Tower.

#### Option 2:

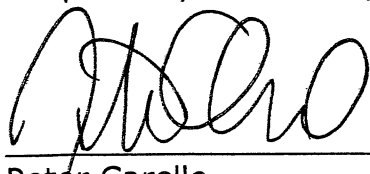
That Council offer no objections to the proposed telecommunication tower. In the review of the proposed tower it will appear to have minimal impact on the surrounding properties, or on the aesthetic appearance of the surrounding property.

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### **RECOMMENDED OPTION**

Option 2 is the recommended option, that Council offer no objections to the telecommunication tower proposed to be located at 152 Booth Road. In the review of the application, the proposed tower would appear to have minimal impact on the surrounding industrial properties or on the aesthetic appearance of the area.

Respectfully submitted,



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Peter Carello  
Senior Planner, Current Operations

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PC/dlb

W:\PLAN\RMS\C00\2013\CSBU\RTC\0074-RadioTower-BoothRd.docx

We concur in this report and recommendation.



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Beverley Hillier, MCIP, RPP  
Manager, Planning Services



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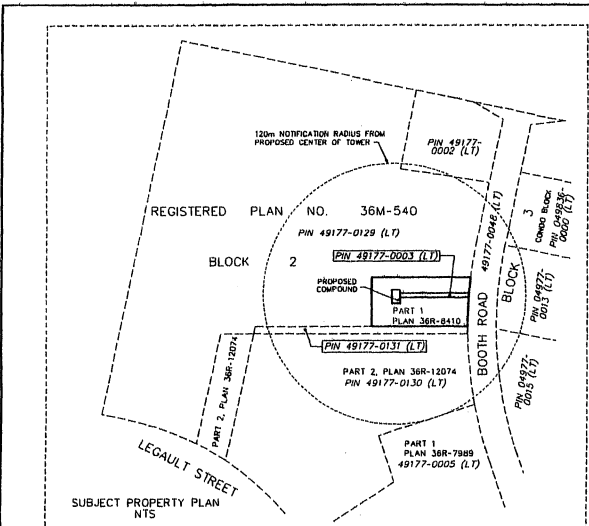
Peter Chirico  
Managing Director, Community Services



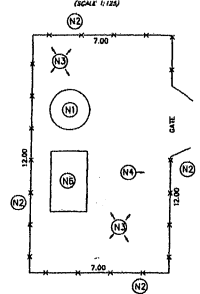
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Jerry D. Knox  
Chief Administrative Officer

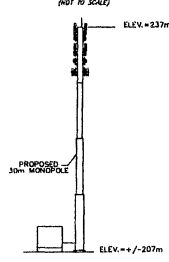
Personnel designated for continuance: Peter Carello, Senior Planner



PROPOSED COMPOUND DETAIL (SCALE 1:250)



TYPICAL TOWER PROFILE (NOT TO SCALE)



NOTES:

N1. PROPOSED 30m MONOPOLE TOWER.

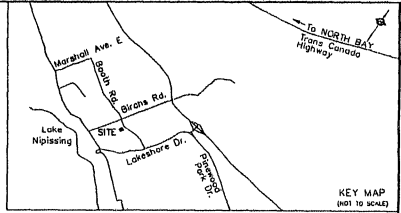
N2. PROPOSED 1.8m HIGH CHAIN LINK SECURITY FENCE C/W BARBED WIRE COMPOUND.

N3. LAND CLEARING, STRIPING OF TOPSOIL & 300mm GRANULAR A GRAVEL ACCESS COMPOUND AREA.

N4. HYDRO CONNECTION AS SPECIFIED IN CONSULTATION WITH LOCAL HYDRO AUTHORITY.

N5. GATE TO BE PROVIDED.

N6. PROPOSED PRE-FAB GALVANIZED STEEL EQUIPMENT SHELTER 1.82m x 3.05m MIN. SHELTER FOUNDATIONS DESIGN PER GEOTECHNICAL REPORT CRITERIA.



PROPOSED SITE PLAN FOR ANTENNA LOCATION

PART OF BLOCK 2  
REGISTERED PLAN NO. 36M-540  
CITY OF NORTH BAY  
DISTRICT OF NIPISSING

SCALE 1 : 400

J. D. BARNES LIMITED

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

LEGEND

○ DENOTES GROUND ELEVATION

△ DENOTES HYDRO POLE

□ DENOTES CONTROL POINT

— DENOTES CHAIN LINK FENCE

— DENOTES PROPOSED HYDRO CONNECTION

BEARING NOTE

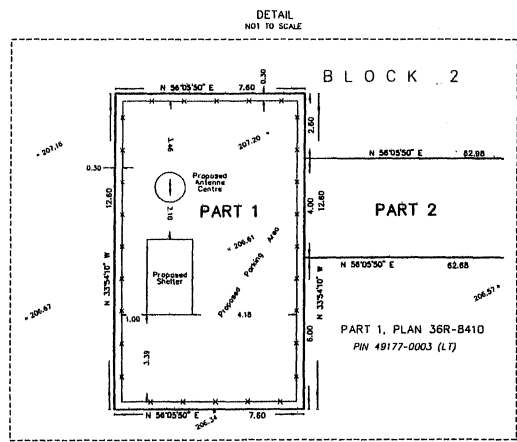
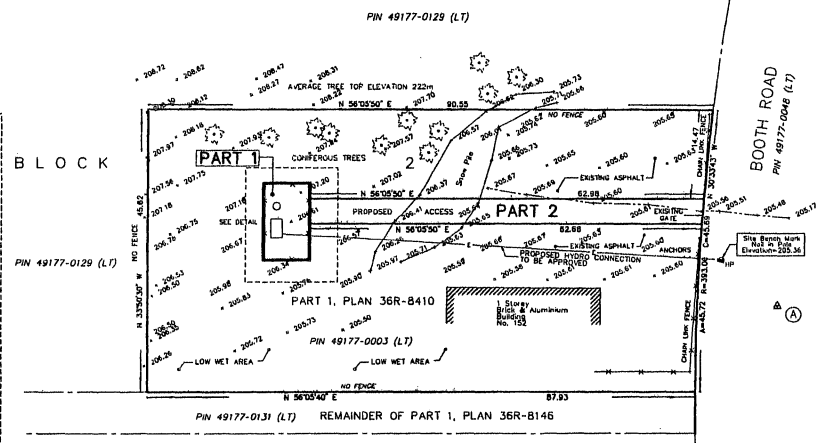
BEARINGS SHOWN HEREON ARE TRUE BEARINGS AND ARE DERIVED FROM GPS OBSERVATION AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 17 OF THE UTM COORDINATE PROJECTION AND ARE BASED ON THE CANADIAN SPATIAL REFERENCE SYSTEM.

ELEVATION NOTE

ELEVATIONS SHOWN ON THIS PLAN ARE RELATED TO GEODETIC DATUM AND ARE DERIVED FROM THE GEODETIC BENCH MARK/S NO. 0011663201 HAVING A PUBLISHED ELEVATION OF 208.7 METRES.

PROJECT:	4819 Booth Road
PROPERTY IDENTIFICATION NUMBER:	49177-0003 (LT)
ADDRESS:	152 Booth Road
CLIENT:	BELL MOBILITY
OWNER:	HOLL CLIMATE CONTROL LTD.
PROPOSED PARTS:	PART 1 IS FOR THE PROPOSED ANTENNA LOCATION PART 2 IS FOR THE REMAINDER OF PART 1
DESCRIPTION:	CENTRE OF ANTENNA
LATITUDE:	N 46° 00' 00" W
LONGITUDE:	W 79° 22' 34.34" W
GEODETIC GROUND ELEVATION:	+/- 207
AREA:	PART 1 25.5 sq.m. PART 2 1.0 sq.m.
POINT:	PROJECT CONTROL POINT
A:	3147725.191
B:	3147772.455

REGISTERED PLAN NO. 36M-540



DATE	DESCRIPTION
APRIL 11, 2013	APPROVED BY CLIENT MARCH 28TH 2013
MAY 27, 2013	SUBMITTED FOR CLIENT REVIEW
MAY 23, 2013	DESIGN AND REVISIONS
04/20/17	NOTES AND REVISIONS

SURVEYOR'S CERTIFICATE

I CERTIFY THAT  
1. THE SURVEY WAS COMPLETED ON JUNE 20TH, 2013.  
DATE: APRIL 11, 2013

J. D. B.

LAND INFORMATION SYSTEMS

3000 HIGHWAY 61

DRUMMONVILLE, QUEBEC

DECEMBER 02

TEL: (514) 251-3333

SCHEDULE A

## What about health & safety?

Health and Safety are paramount to Bell Mobility. Health Canada has established electro-magnetic exposure guidelines, known as Safety Code 6, to ensure the safe operation of wireless antenna installations. Bell ensures that all of its facilities operate well below the allowable limits measured, taking into account all pre-existing sources and combined effects of additional carrier co-locations; in fact, this site will be thousands of times below the allowable limits.

Bell Mobility attests that the radio antenna system described in this notification package will be constructed in compliance with the National Building Code of Canada which includes all applicable CSA Radio Communications Regulations.

Regulatory and consultative procedures for telecommunications antennas can be found in Industry Canada's CPC 2-0-03 (2008).

Bell Mobility attests that the radio antenna system described in this notification package will comply with Transport Canada / NAV Canada aeronautical safety requirements. Bell Mobility has made all necessary applications to Transport Canada and NAV Canada and will undertake to provide these requirements when they are made available.

The proposed facility would include one locked, alarmed and electronically monitored mechanical equipment shelter. Fencing would be installed around the base of the tower and equipment shelter and would include one locked gate access point.

## How do I get involved?

Bell Mobility is committed to public consultation. You are invited to provide comments to Bell Mobility about this proposal by telephone, mail, electronic mail or fax. **Public comment is invited at an open house information meeting scheduled for >DAY AND DATE< from >TIME< at the >LOCATION AND ADDRESS<.**

In order to ensure your comments are considered you must respond by close of business >DATE< to:

Omar Lababidi  
Standard Land Company Inc.  
Agents for Bell Mobility  
Suite 600, 366 Bay Street  
Toronto, ON M5H 4B2  
Phone: 416-598-1116 Ext: 506  
Fax: 416-598-1139  
Email: [commentsONT@standardland.com](mailto:commentsONT@standardland.com)

## Your Industry Canada contact

ATTENTION: Antenna/Tower Issue –  
Bell Site Reference: **W4879 – Booth Street**

Eastern and Northern Ontario District  
2 Queen Street East  
Sault Ste. Marie, ON, P6A 1Y3  
Phone: 705-941-4139  
Fax: 705-941-4607  
Email: [spectrum.sault-ste-marie@ic.gc.ca](mailto:spectrum.sault-ste-marie@ic.gc.ca)

## Your land use authority contact

Peter Carello  
Senior Planner – Current Operations  
City of North Bay  
200 McIntyre Street East  
PO Box 360  
North Bay, ON, P1B 8H8  
Phone: 705-474-0626 Ext: 2409  
Fax: 705-474-5928

## For more information

General information from Industry Canada:  
<http://strategis.ic.gc.ca/antenna>

Health Canada's Safety Code 6:  
[http://www.hc-sc.gc.ca/ewh-smrt/pubs/radiation/radio\\_guide-lignes\\_direct-eng.php](http://www.hc-sc.gc.ca/ewh-smrt/pubs/radiation/radio_guide-lignes_direct-eng.php)

# Bell

## Public Open House

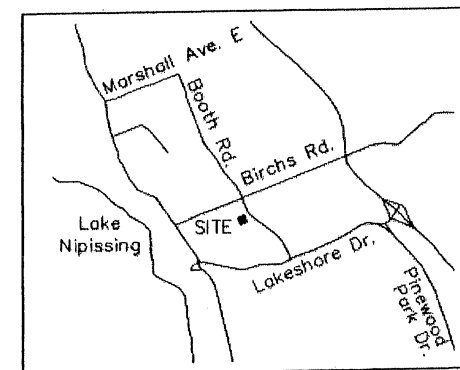
>DATE<

40  
~~30~~  
metre  
Monopole

Telecommunications  
Wireless & Internet Services

Location:

152 Booth Road, North Bay, ON  
PCL 2-7 SEC 36M540; PT BLK 2 PL  
36M540 WEST FERRIS PT 1 36R8410;  
NORTH BAY



Bell Site Code: **W4879**  
Booth Street



## Your local land use authority

While antenna siting falls under the Federal Government's exclusive jurisdiction, Industry Canada's policy is to seek meaningful local input with respect to antenna siting. In an attempt to promote balance, Industry Canada requires that proponents of telecommunication facilities consult with the public, either through the local land use authority's existing public consultation process, or through the Industry Canada Default Process, as part of their regulatory obligations.

The requirement to consult can be found in Industry Canada's document, Client Procedure Circular (CPC) 2-0-03 (2008). The purpose of consultation, as outlined in CPC 2-0-03 (2008), is to ensure that the public are aware of significant antenna structures and/or installations proposed within their communities and that local authorities can make known to the proponent, and Industry Canada, factors which may have bearing on ensuring that antenna systems are deployed in a manner which consider local surroundings.

While the Federal Government's exclusive jurisdiction does not give a municipality the right to veto the proposal, Industry Canada expects proponents to consider constructive comments brought forth by the public and land use authorities with a view to allowing a site to proceed, while ensuring a proposed site accommodates local concerns for which solutions can be found. While the site is not bound by local zoning by-laws, the proponent must provide (when requested) supporting information to the land use authority so that comments may be provided to assist the proponent in developing a site plan which reflects as closely as is reasonable the intent of the zoning plan.

Notwithstanding the Federal Government's requirements for public consultation, Bell Mobility is committed to working with the local land use authority (The City of North Bay). This public notification has been designed to provide all the necessary information as required by both The Municipality and Industry Canada to those properties that fall within the **notification radius of 120 metres from the proposed tower.**

## Why is a new tower required?

A radio antenna and tower are the two most important parts of a radio communication system. The antenna is needed to send and receive signals for the radio station. The tower raises the antenna above obstructions such as trees and buildings so that it can send and receive these signals clearly. Each radio station and its antenna system (including the tower) provide radio coverage to a specific geographic area, often called a cell. The antenna system must be carefully located to ensure that it provides a good signal over the whole cell area, without interfering with other stations. In areas where there are many cells, the antennas do not need to be very high. Where the cells are larger, the antennas must be higher above the ground level in order to provide good radio coverage for the whole area.

In this case, Bell Mobility has determined the need for new antennas in the area in order to adequately provide continuous coverage and service to our existing and future customer base in the North Bay area. Currently, our network is burdened by a combination of poor voice and data quality in these areas. In some cases, the coverage is such that a handset would be unable to place a mobile call at all in the subject location and surrounding area. The result of this situation is on-going customer complaints, high "dropped call" rates, and in extreme circumstances, the potential inability to place a mobile call that may be absolutely critical in an emergency situation.

## Where will it be located?

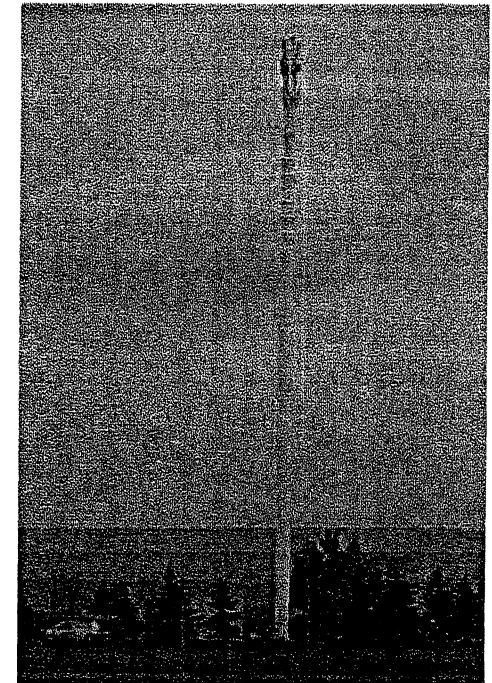
The proposed location is at the Municipal Address  
152 Booth Road, North Bay, ON, P1B 8Z4  
Property Identifier: 49177-0003 (LT)  
PCL 2-7 SEC 36M540; PT BLK 2 PL 36M540 WEST  
FERRIS PT 1 36R8410; NORTH BAY; DISTRICT OF  
NIPISSING

The geographic coordinates for the site are:  
Latitude (NAD 83) **N 46° 15' 53.6"**  
Longitude (NAD 83) **W 79° 25' 14.3"**

Bell Mobility strongly supports co-location on existing towers and structures. The use of existing structures minimizes the number of new towers required in a given area and is generally a more cost effective way of doing business. Unfortunately in this case, there were no existing structures in the area to be considered.

## What will it look like?

Bell is proposing a 30 metre Monopole to improve the overall Wireless and Internet coverage in your area.

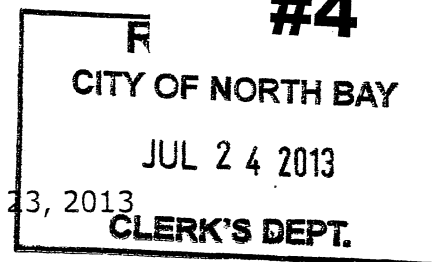


Above is a rendering of the proposed tower.

## What about the environment

Bell Mobility attests that the radio antenna system described in this notification package will comply with the *Canadian Environmental Assessment Act*, as this facility is excluded from assessment.

REPORT TO COUNCIL



Report No: CORP 2013-81

Date: July 23, 2013

Originator: Ron Mimee

Subject: 2012/2013 Dedicated Gas Tax Funds for Public Transportation Program

---

**RECOMMENDATIONS:**

1. That the Mayor and the Chief Financial Officer be authorized to sign the Letter of Agreement on behalf of the City of North Bay related to funding provided by the Province of Ontario to the City of North Bay under the Dedicated Gas Tax Funds for Public Transportation Program, and;
2. That the execution by-law be presented for three readings on July 29, 2013 permitting the Corporation of the City of North Bay to enter into a Letter of Agreement with the Province of Ontario related to funding under the Dedicated Gas Tax Funds for Public Transportation Program.

---

**BACKGROUND:**

On July 8, 2013 the Ministry of Transportation announced its continued commitment to providing a long-term, stable and predictable transit funding source for Ontario municipalities by providing 2 cents per litre of provincial gas tax to improve and expand public transit.

To support increased public transportation ridership in the City of North Bay, and in recognition of the City's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the City of North Bay in an amount up to \$992,218 in accordance with and subject to the terms set out in the Letter of Agreement and the guidelines and requirements, with \$496,109 payable on receipt of this signed Letter of Agreement and related execution municipal by-law, and remaining payments payable thereafter.

Together with those stated in the attached Letter of Agreement, the following requirements for all dedicated gas tax funding received in 2013 also apply:

- The Municipality shall use these funds as follows:
  - Public transportation capital expenditures that promote increased transit ridership, and are above a municipality's baseline spending;
  - Public transportation operating expenditures that are above a municipality's baseline spending;

- Capital expenditures for the replacement of any transportation vehicles, and are above a municipality's baseline spending;
  - Capital expenditures that provide improvements to transit security and passenger safety, and are above a municipality's baseline spending; and
  - Major refurbishment on any fully accessible, or to be made fully accessible, public transportation vehicle, and are above a municipality's baseline spending
  - Baseline spending is defined as: a municipality's spending level, which equals the average municipal own spending on public transportation for the years 2001 to 2003 and includes a rate of 2% per year for inflation.
- 

**ANALYSIS / OPTIONS:**

**Option #1**

Not to authorize the preparation of the by-law and forfeit an allocation of \$992,218 for 2013. This option is not recommended.

**Option #2**

Authorize the signing of the Letter of Agreement and present the authorizing by-law for three readings on July 29, 2013. This would comply with the program requirements and result in the receipt of the full amount of \$992,218 for 2013.

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**RECOMMENDED OPTIONS / FINANCIAL IMPLICATIONS:**

Option # 2 is recommended.

- 1. That the Mayor and the Chief Financial Officer be authorized to sign the Letter of Agreement on behalf of the City of North Bay related to funding provided by the Province of Ontario to the City of North Bay under the Dedicated Gas Tax Funds for Public Transportation Program, and;**
- 2. That the execution by-law be presented for three readings on July 29, 2013 permitting the Corporation of the City of North Bay to enter into a Letter of Agreement with the Province of Ontario related to funding under the Dedicated Gas Tax Funds for Public Transportation Program.**

From 2004 to 2012, the City of North Bay has received \$8,157,022 in dedicated gas tax funds. A total of \$3,446,940 has been used to offset transit operating expenses with the remaining funds used for transit capital purchases most notably being new transit coaches and the new transit terminal.

The City of North Bay has included dedicated gas tax funding of \$462,000 in its 2013 capital budget to fund transit capital projects and \$510,000 in its 2013 operating budget for transit operating purposes. These total budgeted amounts are over the announced allocation by \$25,982.

At the end of 2013 actual eligible expenditures will be compared to the City's baseline spending levels to determine the amount of dedicated gas tax that can be utilized. Any unused funds will remain in the dedicated gas tax reserve fund.

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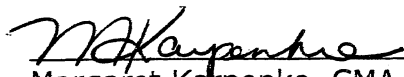
Respectfully submitted,



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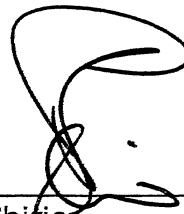
Ron Mimee  
Manager of Accounting and Budgets

We concur with this report and recommendation.



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Margaret Karpenko, CMA.  
Chief Financial Officer/Treasurer



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Peter Chiffo  
Managing Director, Community Services



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Jerry Knox  
Chief Administrative Officer

Personnel designated for continuance: Director of Financial Services/Transit Manager

Attachment: Letter of Agreement (4 copies)

Ministry of  
Transportation

Office of the Minister

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

Ministère des  
Transports

Bureau du ministre

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



July 8, 2013

His Worship Alan McDonald  
Mayor  
City of North Bay  
PO Box 360, 200 McIntyre Street East  
North Bay ON P1B 8H8

Dear Mayor McDonald,

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

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

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

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

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

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program in an amount up to \$992,218 in accordance with, and subject to, the terms set out in this Letter of Agreement, and the guidelines and requirements, with \$496,109 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law, and any remaining payment(s) payable thereafter.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements, including those related to annual appropriations or dedication, as applicable, of funds by the Legislative Assembly of Ontario.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds only in accordance with the guidelines and requirements.

5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program, and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2012/2013 Program year.
7. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose, and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. If the Legislature fails to appropriate sufficient funds for the Program, the Ministry may terminate this Letter of Agreement immediately by giving written notice to the Municipality. In such instance, the Ministry may cancel all further dedicated gas tax fund payments.
9. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.
10. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

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

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

Once the Ministry has received the signed copies, the last signature of which shall be the effective date of this Letter of Agreement, together with a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Glen Murray  
Minister of Transportation

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

**The Corporation of the City of North Bay**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Financial Officer/Treasurer



#5  
JUL 24 2013  
CLERK'S DEPT.

**CITY OF NORTH BAY**  
**REPORT TO COUNCIL**

**REPORT NO:** EESW-2013-057

**DATE:** July 24, 2013

**ORIGINATOR:** Alan Korell  
Managing Director Engineering,  
Environmental Services and Works

**SUBJECT:** 2013 Capital Budget Project 3304SS - Lakeshore Drive -  
Pinewood Park Drive Sanitary Sewer Extension

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**RECOMMENDATION:**

- That 1) a by-law be prepared for Council's consideration to authorize sanitary sewage connection rates and to prescribe the amount of such rates for the Lakeshore Drive/Pinewood Park Drive Sanitary Sewage Extension Project;
- 2) Council approve the reserve transfer from the Completed Capital Projects Reserve #99537 of an amount up to \$1,825,300 upon completion of the Lakeshore Drive/Pinewood Park Drive Sanitary Sewage Extension Project #3304SS; and
- 3) Council approve the repayment of the Completed Capital Projects Reserve #99537 to be upon connection to the sanitary sewage main and that annual interest be charged to the sanitary sewer operations.

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**BACKGROUND:**

This project provides for the completion of the extension of a primary trunk sewer along Lakeshore Drive and Pinewood Park Drive to service the south end of the City.

Project funding as detailed below provides for funding from other sources including land owners in the immediate area.

Prior to passing the proposed by-law, Notice of the intention to impose sanitary sewage connection rates will be circulated to all property owners within the designated area as outlined in Schedule A attached. The sanitary sewage connection rates cited in the correspondence are outlined in Schedule B. Both schedules will form part of the by-law.

The by-law provides for the following:

- The sanitary sewage connection rates will be adjusted for inflation based on the City's bank prime lending rate plus 1%, compounded annually, commencing January 1, 2014.
- Property owners may pay the sanitary sewage connection rate in full at the time they connect to the service or they can elect to pay the rate over a 10 year term at an interest rate of the City's bank prime lending rate plus 1% compounding annually.
- If for any reason property owners default in making payment, the Treasurer shall add the sanitary sewage connection rate to the collectors roll (property owner's tax account) and collect in the same manner as municipal taxes. If added to the roll, penalty for non-payment of 1.25% per month will apply.

Based on construction contracts awarded to date, other incurred costs, the costs of this program are as follows:

**Project Costs:**

Lakeshore/Pinewood Park Drive SS Extension Phase 1	\$4,143,215
Lakeshore/Pinewood Park Drive SS Extension Phase 2a	\$186,251
Lakeshore/Pinewood Park Drive SS Extension Phase 2b	\$1,419,124
Sewer Component of Lavase Bridge Contract	\$119,000
City Financing costs	<u>\$132,410</u>
Total Project Costs	\$6,000,000

Funding for this program is as follows:

NOHF and FedNor Grants	\$2,300,000
Transfers from Other Projects (Cedar Heights) <sup>1</sup>	\$808,033
Previously approved for debenture	\$1,066,667
Third Party Contributions (Property Owners) <sup>2</sup>	<u>\$1,825,300</u>
Total Funding	\$6,000,000

**Notes:**

1. Due to the importance of this project for economic development and growth previous by-laws have approved transferring \$1,633,333 from the Cedar Heights project because the funding grants were not yet known. As a result of the grant approvals there is a potential to return funds up to \$825,300 to the Cedar Heights project upon completion of the Lakeshore drive Pinewood Park extension. Administration is not recommending these funds be returned at this time because there is a potential that there will be a delay in collection of the third party contributions. Retaining the dollars in this project will reduce financing costs to the project.

2. To be collected from by-law being recommended within this report. This amount will be collected over a period of time and interim financing will be required between the General Completed Capital Reserve #99537 and the Sanitary Sewer reserve #99575. Annual interest charges will apply and the General Completed Capital Reserve will be replenished as property owners connect to the main.

## **ANALYSIS/OPTIONS:**

### **Option 1 – Proceed with the Authorizing By-Law and Reserve transfer**

That a by-law be prepared for Council's consideration to authorize sanitary sewage connection rates and to prescribe the amount of such rates for the Lakeshore Drive/Pinewood Park Drive sanitary sewage extension.

The Sanitary Sewer Capital Reserve #99575 does not have sufficient funds to carry the financing of the third party contributions therefore it is necessary to borrow the funds from the Completed Capital Projects Reserve #99537. Imposing an annual interest rate to sanitary sewage operations is in keeping with our City policy to have the sanitary sewage system be full cost recovery.

Repayment of the Complete Capital Projects Reserve #99537 upon connection to the sewage main ensures that the reserve will be replenished over time.

This option is recommended.

### **Option 2 – Not Proceed with the Authorizing By-Law and Reserve transfer**

Should Council not approve an authorizing by-law the City would have no legal authority to charge for the third party contributions therefore the project would be underfunded.

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## **RECOMMENDED OPTION**

- That 1) a by-law be prepared for Council's consideration to authorize sanitary sewage connection rates and to prescribe the amount of such rates for the Lakeshore Drive/Pinewood Park Drive Sanitary Sewage Extension Project;
- 2) Council approve the reserve transfer from the Completed Capital Projects Reserve #99537 of an amount up to \$1,825,300 upon completion of the Lakeshore Drive/Pinewood Park Drive Sanitary Sewage Extension Project #3304SS; and

- 3) Council approve the repayment of the Completed Capital Projects Reserve #99537 to be upon connection to the sanitary sewage main and that annual interest be charged to the sanitary sewer operations.

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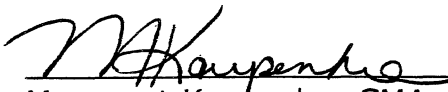
Respectfully Submitted,



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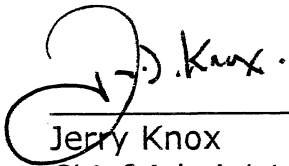
Alan Korell, P.Eng., MCIP  
Managing Director, Engineering, Environmental Services & Works

We concur in this report and recommendation.



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Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer

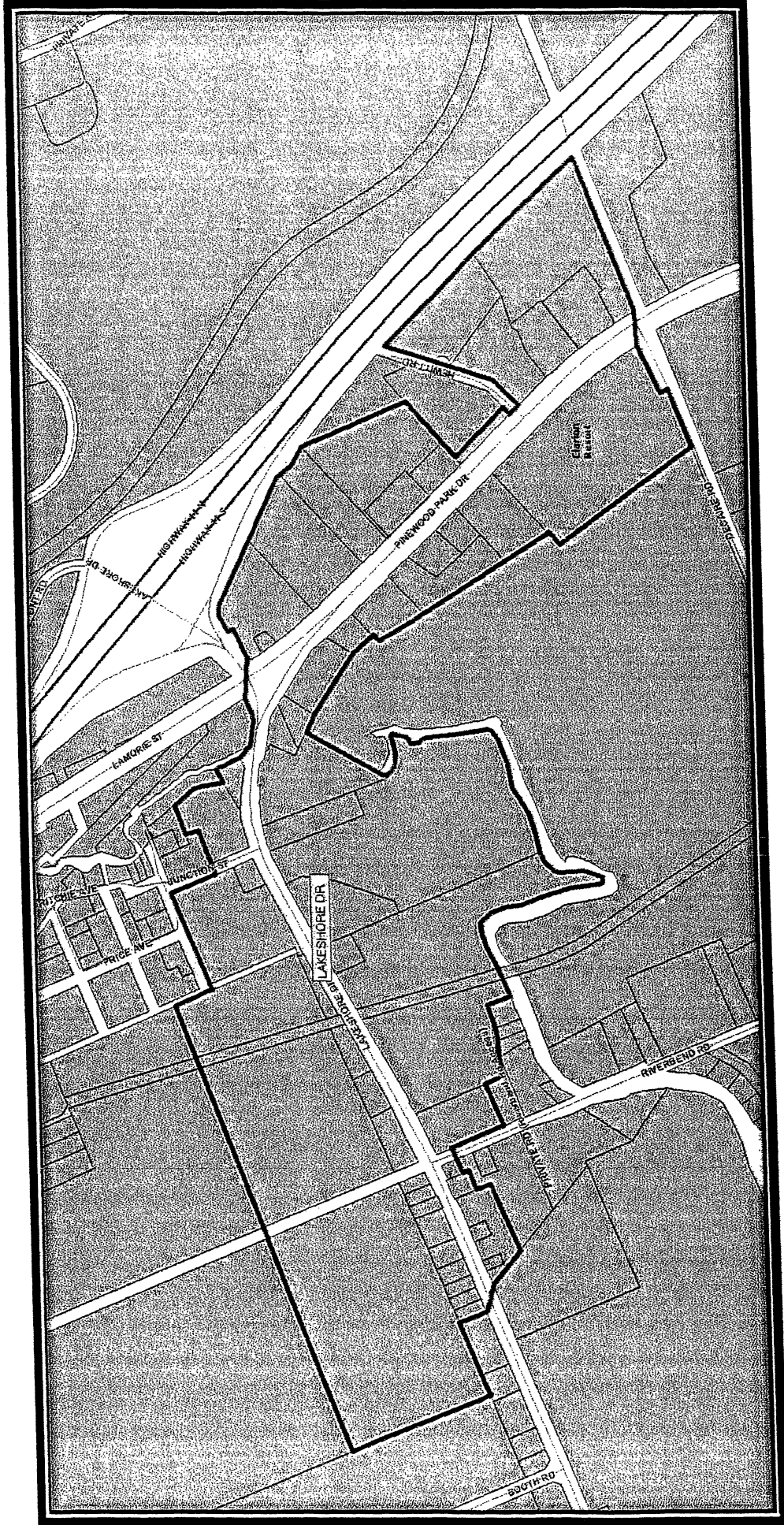


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Jerry Knox  
Chief Administrative Officer

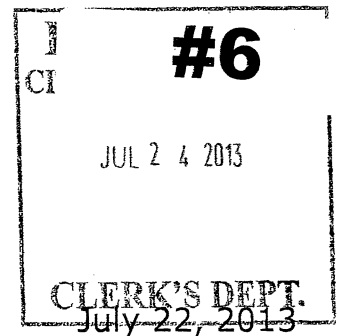
Person designated for continuance: Alan Korell  
Attachments: Schedule A - Map of designated area

SCHEDULE A



Lakeshore/Pinewood Drive Sanitary Sewer Cost Distribution Map

**CITY OF NORTH BAY**  
**REPORT TO COUNCIL**



Report No: CORP 2013-79

Originator: Paul Valenti

Subject: Tender No. 2013-50 Widdifield Station Road at North River Culvert Replacement

**RECOMMENDATION:**

That City Council approves the award of a contract to Bruman Construction Inc. in the amount of \$117,690.24 (HST extra) for the Widdifield Station Road at North River Culvert Replacement.

**BACKGROUND:**

A new box culvert is required to replace the existing corrugated steel pipe culvert that is in poor condition and at risk for collapse. The width of the existing road is narrowing and washing away due to the existing culvert condition. The work for this contract will include the removal of the existing culvert and installation of a new box culvert. The new box culvert was purchased by the City under a separate contract as approved by Resolution No. 2013-385.

A Tender was publicly advertised in accordance with the Purchasing By-law. The Tender closed on July 17, 2013. Six bids were received and evaluated for compliance by the Manager of Purchasing, the Director of Public Works and the Supervisor of Roads and Traffic.

The results are as follows:

<b>Bidder</b>	<b>Pricing (excluding HST)</b>
Bruman Construction Inc.	\$132,376.82
2089871 Ontario Ltd.	\$163,216.00
Lacroix Construction Co. (Sudbury) Ltd.	\$210,943.00
MX Constructors Inc.	\$218,112.85
R.M. Belanger Limited	\$282,072.00
Miller Paving North Bay a division of Miller Paving Limited	\$288,552.00

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The tender includes for provisional items that may be removed at the discretion of the City. A guide rail system in the amount of \$14,686.56 will not be included as part of the contract. As such, the total contract amount being recommended for award is \$117,690.24 plus HST.

The tender amount provided by Bruman Construction is considered fair and reasonable.

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**ANALYSIS / OPTIONS:**

1. Award a contract to Bruman Construction Inc.
  2. Do not award a contract. This option is not recommended. If the culvert is not replaced it will eventually collapse resulting in the road washing away.
- 

**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

Option 1 is recommended as follows:

That City Council approves the award of a contract to Bruman Construction Inc. in the amount of \$117,690.24 (HST extra) for the Widdifield Station Road at North River Culvert Replacement.

Sufficient funding for this contract is available in the following 2013 Engineering, Environmental Services and Works Capital Budgets:

- Project No. 6109RD, Bridge Rehabilitation; authorized with By-law No. 2013-76 dated April 2, 2013.
  - Project No. 6105RD, Road Culvert Replacement; authorized with By-law No. 2013-74 dated April 2, 2013.
- 

Respectfully submitted,



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Paul Valenti  
Manager of Purchasing

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We concur in this report and recommendation.



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Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting



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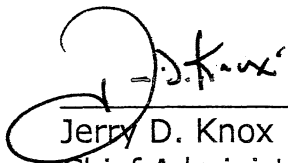
Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer



for/

---

Alan Korell  
Managing Director of Engineering,  
Environmental Services and Works



---

Jerry D. Knox  
Chief Administrative Officer

Personnel designated for continuance: Supervisor of Roads and Traffic

Attachments: Tenders



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

**BY-LAW NO. 2013-175**

**A BY-LAW TO AUTHORIZE THE  
JACK GARLAND AIRPORT EXPANSION PROJECT**

**WHEREAS** the *Municipal Act, 2001* (S.O. 2001, c-25), Section 10 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 2013-423 at its Meeting held Monday, July 15, 2013, authorizing the Jack Garland Airport Expansion Project, being 2014 Community Service Capital Project No. 3112AT, with a net debenture cost of \$500,000.00;

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

1. That the expenditure of \$500,000.00 for the Jack Garland Airport Expansion Project for the following be hereby authorized:

Estimated Project Costs	\$1,875,000.00
Financing Costs	<u>125,000.00</u>
Total Project Costs	\$2,000,000.00
Less - Other Funding Sources	(1,000,000.00)
By-Law 2012-139	<u>( 500,000.00)</u>
Net Amount to be Debentured	\$ 500,000.00

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(s) and/or 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 \$500,000.00 limited in this by-law.
3. Any promissory note(s) 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.

cc. READ A FIRST TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

READ A SECOND TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 29<sup>TH</sup> DAY OF JULY, 2013.

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

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

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

**BY-LAW NO. 2013-176**

**BEING A BY-LAW TO CONFIRM PROCEEDINGS  
OF THE MEETING OF COUNCIL ON  
JULY 15, 2013**

**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 15, 2013 in respect of each motion, resolution and other action passed and taken by the Council at its said Meeting is, except where the prior approval of the Ontario Municipal Board or other authority is by law required, hereby adopted, ratified and confirmed.
2. That where no individual by-law has been passed with respect to the taking of any action authorized in or by the Council mentioned in Section 1 hereof or with respect to the exercise of any powers of the Council, then this by-law shall be deemed for all purposes to the by-law required for approving and authorizing the taking of any action authorized therein or thereby required for the exercise of any powers therein by Council.
3. That the Mayor and the proper officers of The Corporation of the City of North Bay are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required, and to execute all documents as may be necessary and directed to affix the corporate seal to all such documents as required.

READ A FIRST TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

READ A SECOND TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

*cc* READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS THIS 29<sup>TH</sup> DAY OF JULY, 2013.

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

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

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

**BY-LAW NO. 2013-180**

**BEING A BY-LAW TO AUTHORIZE THE  
EXECUTION OF AN AGREEMENT WITH  
HYLAND SOFTWARE, INC. RELATING TO  
THE ACQUISITION AND IMPLEMENTATION  
OF AN ELECTRONIC RECORDS AND  
DOCUMENT MANAGEMENT SYSTEM**

**WHEREAS** the Agreement with Hyland Software, Inc. (formerly SIRE Technologies, Inc.) for the acquisition and implementation of an Electronic Records and Document Management System (ERDMS) was approved by Resolution No. 2013-151 passed by Council on the 4<sup>th</sup> day of March, 2013;

**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 29<sup>th</sup> day of July, 2013 with Hyland Software, Inc. relating to the acquisition and implementation of an Electronic Records and Document Management System (ERDMS).
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 Hyland Software, Inc. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

READ A SECOND TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

cc  
READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 29<sup>TH</sup> DAY OF JULY, 2013.

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

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

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

**BY-LAW NO. 2013-182**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO RELATING TO DEDICATED GAS TAX FUNDS FOR PUBLIC TRANSPORTATION PROGRAM**

**WHEREAS** the Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for Dedicated Gas Tax Funds for Public Transportation Program was approved by Resolution No. 2013-\_\_\_\_\_ passed by Council on the 29<sup>th</sup> day of July, 2013;

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

1. The Corporation of the City of North Bay enter into an Agreement dated the 8<sup>th</sup> day of July, 2013 with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario relating to Dedicated Gas Tax Funds for Public Transportation Program.
2. The Mayor and Chief Financial Officer of The Corporation of the City of North Bay are hereby authorized to execute that certain Agreement between The Corporation of the City of North Bay and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

cc. READ A SECOND TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 29<sup>TH</sup> DAY OF JULY, 2013.

\_\_\_\_\_  
MAYOR ALLAN McDONALD  
W:\CLERK\RMS\LO4\2013\MTO\GASTAX\0001.doc

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

PL  
THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2013-154

**A BY-LAW TO AMEND ZONING BY-LAW NO. 28-80 TO  
REZONE CERTAIN LANDS ON GREENWOOD AVENUE FROM "RESIDENTIAL  
FIRST DENSITY (R1)" AND "RESIDENTIAL THIRD DENSITY (R3)" ZONES  
TO A "NEIGHBOURHOOD COMMERCIAL SPECIAL NO. 82 (C5 SP. 82)" ZONE**

**(Greenwood Avenue Baptist Church – 312 Greenwood Avenue)**

**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 zoning designation shown on Schedule "B-42" of By-law No. 28-80 pursuant to Section 34 of the Planning Act R.S.O. 1990, as amended.

**AND WHEREAS** Council passed a resolution on July 29, 2013 to approve this rezoning.

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

- 1) Schedule "B-42" of By-law No. 28-80 is amended by changing the zoning designation of the property shown on Schedule "A" attached hereto (which property is more particularly described as Lots 263-269, Plan No. 86, PIN No. 49159-0053 (LT), North Bay, District of Nipissing) along Greenwood Avenue in the City of North Bay from "Residential First Density (R1)" and "Residential Third Density (R3)" zones to a "Neighbourhood Commercial Special No. 82 (C5 Sp.82)" zone.
- 2) All buildings or structures erected or altered and the use of land in such "Neighbourhood Commercial Special No. 82 (C5 Sp.82)" zone shall conform to all applicable provisions of By-law No. 28-80 of The Corporation of the City of North Bay.
- 3) Section 11 of By-law No. 28-80 is amended by inserting at the end thereof the following Section 11.2.82:  

"11.2.82 "Neighbourhood Commercial Special No. 82 (C5 Sp.82)"

11.2.82.1 The property description of this "Neighbourhood Commercial Special No. 82 (C5 Sp.82)" is Lots 263-269, Plan No. 86, PIN No. 49159-0053 (LT), along Greenwood Avenue in the City of North Bay as shown on the attached Schedules and on Schedule "B-42".

11.2.82.2 The regulations for this "Neighbourhood Commercial Special No. 82 (C5 Sp.82)" are as follows:

- i) minimum front yard setback shall be 7.47 metres;
- ii) minimum parking required shall be 25 parking spaces.

11.2.82.3 The use of land or building in this "Neighbourhood Commercial Special No. 82 (C5 Sp.82)" shall conform to all other regulations of this By-law, except as hereby expressly varied."

- 4) Section 11 of By-law No. 28-80 is further amended by inserting "Neighbourhood Commercial Special No. 82 (C5 Sp.82)" as shown on Schedule "B" to this By-law.
- 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 6 of O.Reg. 545/06 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 29<sup>TH</sup> DAY OF JULY 2013.**

**READ A SECOND TIME IN OPEN COUNCIL THE 29<sup>TH</sup> DAY OF JULY 2013.**

**READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS DAY OF  
2013.**

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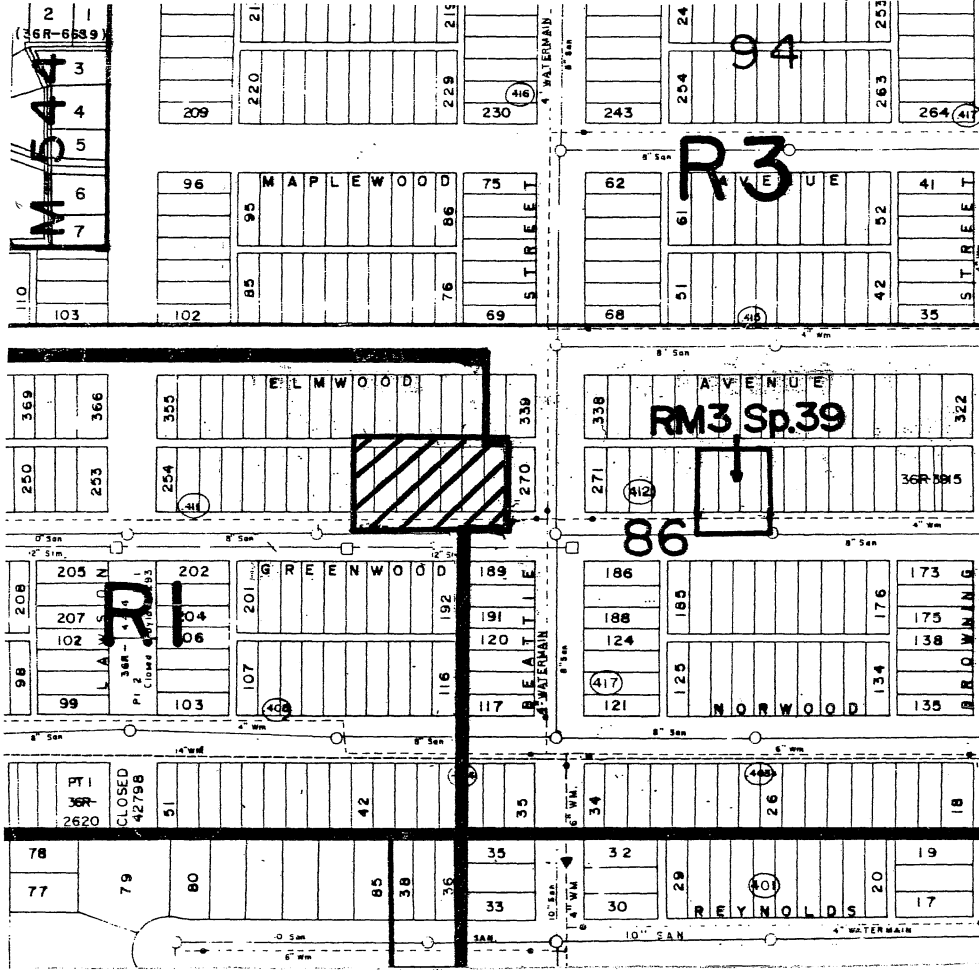
MAYOR, ALLAN MCDONALD

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CITY CLERK, CATHERINE CONRAD

Mayor Allan McDonald

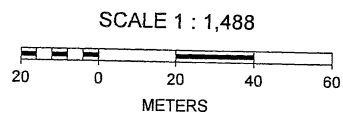
City Clerk Catherine Conrad




Zoning By-law Amendment  
From: "Residential First Density (R1) & "Residential  
Third Density (R3)"  
To: "Neighbourhood Commercial Special No. 82  
(C5 Sp. 82)

Mayor Allan McDonald

City Clerk Catherine Conrad

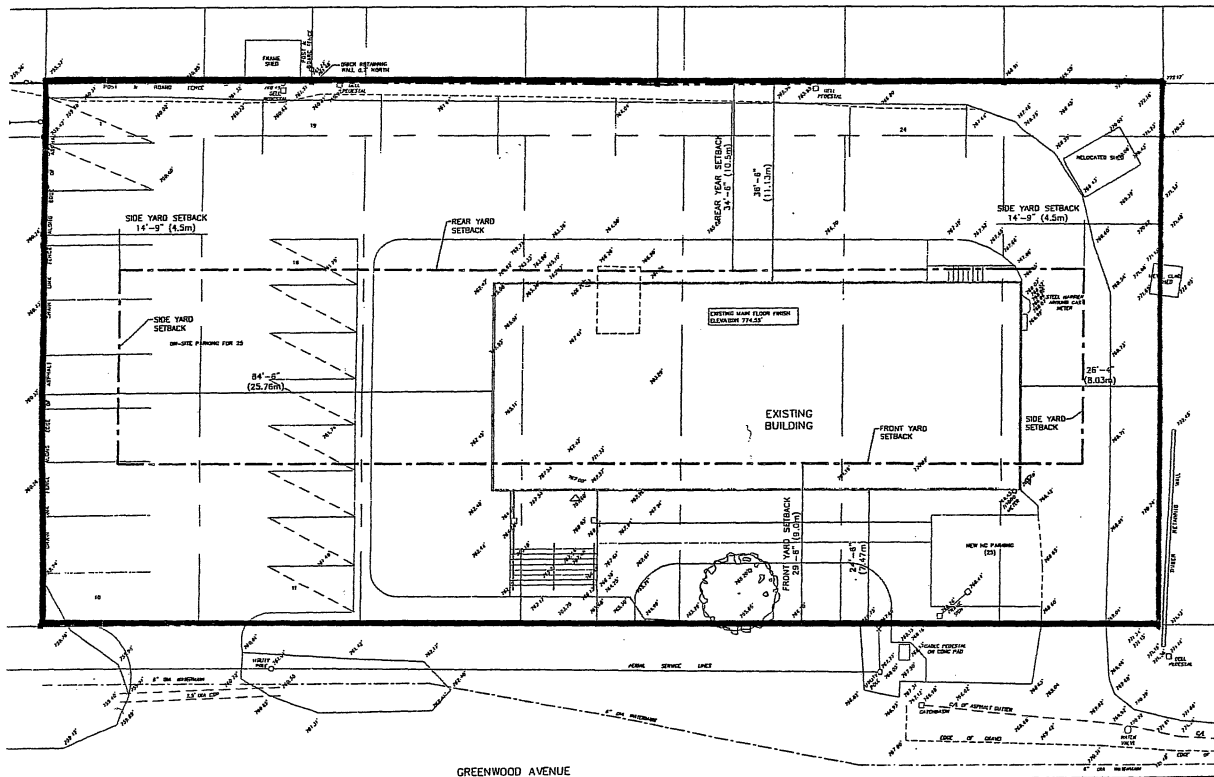


 Zoning By-law Amendment  
From: "Residential First Density (R1) & "Residential  
Third Density (R3)"  
To: "Neighbourhood Commercial Special No. 82  
(C5 Sp. 82)



Mayor Allan McDonald

City Clerk Catherine Conrad



GREENWOOD AVENUE

EXISTING SITE PLAN  
SCALE N.T.S.

Sketch to Accompany  
ZONING BY-LAW AMENDMENT APPLICATION  
Greenwood Baptist Church  
Greenwood Avenue  
City of North Bay  
  
Legal Description  
All of Lots 263 to 269, Both Inclusive  
And  
Part of Lane Bounded on the North by  
Lots 339 to 355, Both Inclusive  
and on the South by Lots 254 to 270,  
Both Inclusive  
and on the West by Lawson Street and  
on the East by Beattie Street  
Registered Plan No. 96  
CITY OF NORTH BAY  
District of Nipissing

Existing Zone Category - Residential (R3)  
Proposed Zone Category - Neighbourhood  
Commercial (C5) Day Nursery  
  
SITE CHARACTERISTICS  
Lot Area - 1951 sq. metres (21,000 sq. feet)  
Total Parking and Driveways - 345 sq. metres  
(10,167 sq. feet)  
Decks & Steps - 29 sq. metres (314 sq. feet)  
Building Footprints  
Main Church - 349.50 sq. metres (3,762 sq. feet)  
2 stories  
Shed - 8.9 sq. metres (96 sq. feet)  
Total Footprint 358.4 sq. metres (3856 sq. feet)

ZONING BYLAW REQUIRES  
Lot Coverage - 25% / Existing & Proposed - 19.8%  
Front Yard Setback - 9 metres / Existing &  
Proposed - 7.32 metres  
Side Yard Setback - 4.5 metres / Existing &  
Proposed - West 25.75 metres, East 8.03 metres  
Rear Yard Setback - 10.5 metres / Existing &  
Proposed - 11.13 metres  
Parking - 1 parking spaces per 18.6 sq. feet of 80%  
of the total building area or 30 spaces. One of the  
30 spaces is required to be accessible parking /  
Existing & Proposed presently 25 parking existing /  
which one is accessible parking.



Zoning By-law Amendment  
From: "Residential First Density (R1)" & "Residential  
Third Density (R3)"  
To: "Neighbourhood Commercial Special No. 82  
(C5 Sp. 82)"

**THE CORPORATION OF THE CITY OF NORTH BAY****BY-LAW NO. 2013-177****A BY-LAW TO DESIGNATE A SITE PLAN CONTROL AREA  
ON CERTAIN LANDS ON GREENWOOD AVENUE  
(Greenwood Avenue Baptist Church)**

**WHEREAS** the Council of The Corporation of the City of North Bay, hereinafter referred to as the "City", deems it desirable to designate a Site Plan Control Area in the City of North Bay pursuant to Section 41 of the Planning Act R.S.O. 1990 as amended;

**AND WHEREAS** the Council deems it desirable to delegate to the Chief Administrative Officer the authority to enter into an agreement respecting the matters referred to herein;

**AND WHEREAS** Council intends to pass By-law No. 2013-177 to rezone the subject lands to a "Neighbourhood Commercial Special No. 82 (C5 Sp.82)" zone to permit the conversion of an existing church into a day nursery.

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

- 1) That certain parcel of land composed of Lots 263-269, Plan No. 86, PIN No. 49159-0053 (LT) in the City of North Bay, which lands are more particularly described on Schedule "A" attached hereto, is hereby designated as a Site Plan Control Area.
- 2) As a condition approval, all buildings or structures and parking facilities shall be provided and maintained in a location that is satisfactory to the City of North Bay.
- 3) As a condition of approval the owner agrees to provide a storm water management plan which shall include a lot grading plan for the subject property. Said storm water management plan and any resulting alteration to the subject lands shall occur to the satisfaction of the City Engineer and at no expense to the City of North Bay.
- 4) As a condition of approval the owner agrees to provide adequate water for fire fighting purposes to the satisfaction of, and at no expense to, the City of North Bay.
- 5) As a condition of approval of buildings and structures referred to in Section 2 hereof, no building or structure shall be erected, constructed, or placed on said Site Plan Control Area until the owner of the Site Plan Control Area has entered into an agreement with The Corporation of the City of North Bay respecting the provisions, to the satisfaction of and at no expense to the City of the following matters:
  - a) Parking facilities and access driveways and the surfacing of such areas and driveways;
  - b) walkways and the surfacing thereof;
  - c) facilities for lighting, including floodlighting;

- d) walls, fences, hedges, trees or shrubs, or other groundcover or facilities for the landscaping of the lands;
  - e) collection areas and other facilities and enclosures for the storage of garbage and other waste material;
  - f) grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon;
  - g) adequate water supply for fire fighting purposes; and
  - h) play space development, location and equipment installation.
- 6) a) The Chief Administrative Officer is hereby authorized to enter into, under Corporate Seal, one or more agreements on behalf of The Corporation of the City of North Bay with the owner of the subject lands herein to ensure the provision of all the facilities mentioned in this By-law, and to impose a fee of \$1,300 upon the owner for preparation.
- b) The said Agreement may be registered against the lands to which it applies and the City may enforce the provisions of the Registry Act or any successor legislation thereto and The Land Titles Act or any successor legislation thereto against any and all subsequent owners of the land.
- 7) a) The said Agreement shall be binding on the owner, its successors, assigns and heirs.
- b) The owner shall authorize the City to exercise the provisions of Section 446 of The Municipal Act, 2001 (S.O. 2001, c.25), as amended or any successor legislation thereto in the event of a breach by the owner of a condition of this agreement.
- 8) This By-law comes into force and effect upon being finally passed.

**READ A FIRST TIME IN OPEN COUNCIL THE 29<sup>TH</sup> DAY OF JULY 2013.**

**READ A SECOND TIME IN OPEN COUNCIL THE 29<sup>TH</sup> DAY OF JULY 2013.**

**READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 29<sup>TH</sup> DAY OF JULY 2013.**

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**MAYOR, ALLAN MCDONALD**

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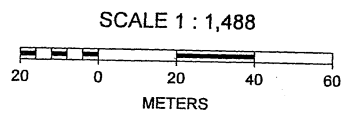
**CITY CLERK, CATHERINE CONRAD**


This is Schedule "A"  
To By-law No. 2013-177

Passed the 29<sup>th</sup> day of JULY 2013

Mayor Allan McDonald

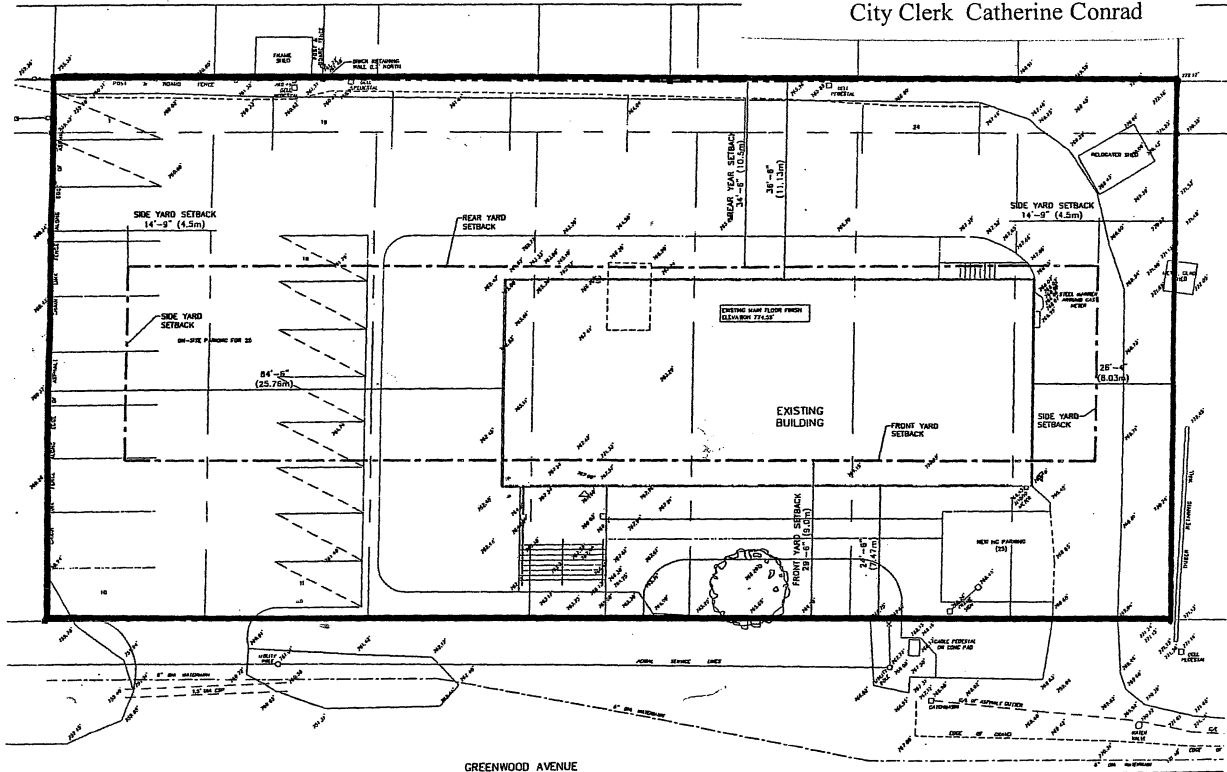
City Clerk Catherine Conrad



 Zoning By-law Amendment  
From: "Residential First Density (R1) & "Residential  
Third Density (R3)"  
To: "Neighbourhood Commercial Special No. 82  
(C5 Sp. 82)

Mayor Allan McDonald

City Clerk Catherine Conrad



EXISTING SITE PLAN  
 SCALE N.T.S.

Sketch to Accompany  
 ZONING BY-LAW AMENDMENT APPLICATION  
 Greenwood Baptist Church  
 Greenwood Avenue  
 City of North Bay

Legal Description  
 All of Lots 263 to 269, Both Inclusive  
 And  
 Part of Lots Bounded on the North By  
 Lots 339 to 355, Both Inclusive  
 and on the South by Lots 254 to 270,  
 Both Inclusive  
 and on the West by Lawson Street and  
 on the East by Seattle Street  
 Registered Plan No. 86  
 CITY OF NORTH BAY  
 District of Nipissing

Existing Zone Category - Residential (R3)  
 Proposed Zone Category - Neighbourhood  
 Commercial (C5) Day Nursery

SITE CHARACTERISTICS  
 Lot Area - 1951 sq. metres (21,000 sq. feet)  
 Total Parking and Driveways - 945 sq. metres  
 (10,167 sq. feet)  
 Decks & Steps - 29 sq. metres (314 sq. feet)  
 Building Footprints  
 Main Church - 349.50 sq. metres (3,762 sq. feet)  
 2 stories  
 Shed - 8.9 sq. metres (96 sq. feet)  
 Total Footprint 358.4 sq. metres (3858 sq. feet)

ZONING BYLAW REQUIRES  
 Lot Coverage - 25% / Existing & Proposed - 19.8%  
 Front Yard Setback - 9 metres / Existing &  
 Proposed - 7.32 metres  
 Side Yard Setback - 4.5 metres / Existing &  
 Proposed - West 25.76 metres, East 8.03 metres  
 Rear Yard Setback - 10.5 metres / Existing &  
 Proposed - 11.13 metres  
 Parking - 1 parking spaces per 10.6 sq. metres of 80%  
 of the total building area or 30 spaces. One of the  
 30 spaces is required to be accessible parking /  
 Existing & Proposed presently 23 parking existing of  
 which one is accessible parking.

Zoning By-law Amendment  
 From: "Residential First Density (R1)" & "Residential  
 Third Density (R3)"  
 To: "Neighbourhood Commercial Special No. 82  
 (C5 Sp. 82)"

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

**BY-LAW NO. 2013-170**

**A BY-LAW TO AMEND ZONING BY-LAW NO. 28-80 TO AMEND THE  
"NEIGHBOURHOOD COMMERCIAL SPECIAL NO. 31A  
(C5 Sp.31A)" ZONE**

**(2190372 Ontario Inc. and 1340791 Ontario Ltd. – Johnston Road)**

**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-45" of By-law No. 28-80 pursuant to Section 34 of the Planning Act R.S.O. 1990, as amended.

**AND WHEREAS** Council passed a resolution on July 15, 2013 to approve this rezoning.

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

- 1) Schedule "B-45" of By-law No. 28-80 is amended by changing the zoning regulations of the property shown on Schedule "A" attached hereto (which property is more particularly described as Concession C, Registered Plan No. M-85, Part of Lots 19-32 and Part of Lindsay Street in the City of North Bay), shown as hatched on Schedule A.
- 2) All buildings or structures erected or altered and the use of land in such "Neighbourhood Commercial Special No. 31A (C5 Sp.31A)" zone shall conform to all applicable provisions of By-law No. 28-80 of The Corporation of the City of North Bay.
- 3) Section 11 of By-law No. 28-80 is amended by replacing section 11.2.31A with the following:
  - "11.2.31 "Neighbourhood Commercial Special Zone No. 31 A (C5 Sp. 31A)"
  - 11.2.31.1 The property description of this "Neighbourhood Commercial Special Zone No. 31 A (C5 Sp. 31A)" is Concession C, Registered Plan No. M-85, Part of Lots 19-32 and Part of Lindsay Street along Johnston Road in the City of North Bay as shown on the attached Schedule and on Schedule "B-45".

11.2.31.2 (a) No person shall use land, or use, erect, or construct any building or structure in this "Neighbourhood Commercial Special Zone No. 31A (C5 Sp. 31A)" except for the following uses:

- day nursery;
- dry cleaning depots;
- local retail stores;
- personal service establishments;
- professional offices & business offices;
- restaurants;
- satellite postal outlet
- dwelling units connected to and forming an integral part of the commercial building provided that they do not exceed the floor area of the commercial portion of the use and the access to the dwelling units is separate from the access to the commercial portion of the building, and the dwelling units are located above or at the rear of the business premises; and
- All other uses permitted in a standard "Neighbourhood Commercial (C5)" zone.

11.2.31.2(b) The regulations for this "Neighbourhood Commercial Special Zone No. 31A (C5 Sp. 31A)" are as follows:

- i) The maximum lot coverage shall be 25%;
- ii) The minimum front yard setback shall be six (6) metres from Johnston Road;
- iii) The minimum interior side yard setback shall be three (3) metres from City owned property at the corner of Johnston Road and Giroux Street; and
- iv) The minimum rear yard setback shall be three (3) metres from Trout Lake Road.

11.2.31.3 The use of land or building in this "Neighbourhood Commercial Special Zone No. 31A (C5 Sp. 31A)" shall conform to all other regulations of this By-law, except as hereby expressly varied."

- 4) Section 11 of By-law No. 28-80 is further amended by inserting "Neighbourhood Commercial Special Zone No. 31A (C5 Sp. 31A)" as shown on Schedule "B" to this By-law.
- 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 6 of O. Reg. 545/06 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 15<sup>TH</sup> DAY OF JULY, 2013.**

**READ A SECOND TIME IN OPEN COUNCIL THE 15<sup>TH</sup> DAY OF JULY, 2013.**

**READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 29<sup>TH</sup> DAY OF  
JULY, 2013.**

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Mayor, Allan McDonald

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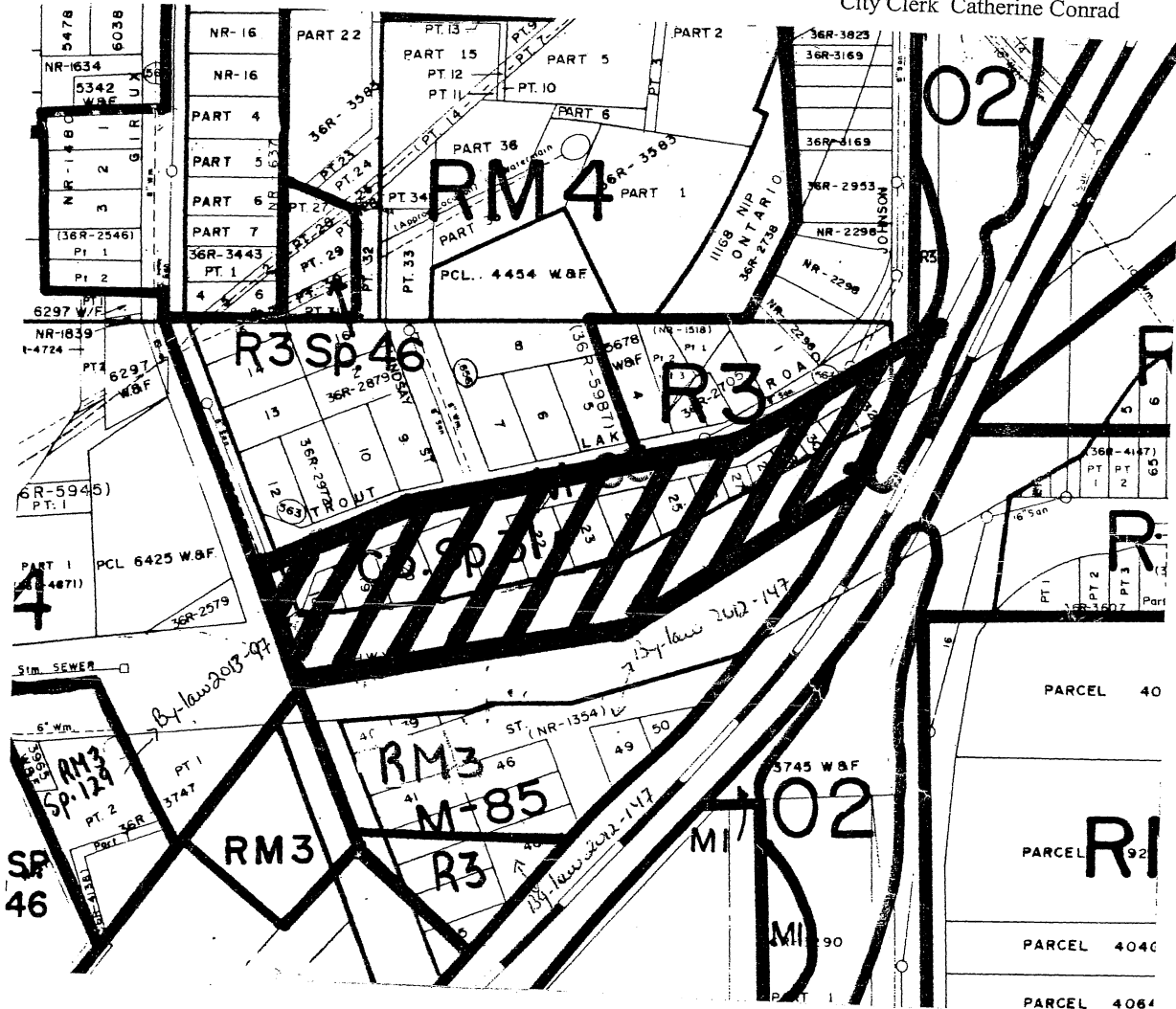
City Clerk, Catherine Conrad




Passed the 29<sup>th</sup> day of JULY, 2013

Mayor Allan McDonald

City Clerk Catherine Conrad



 Zoning By-law Amendment  
From: "Neighbourhood Commercial Special No. 31A (C5 Sp. 31A)"  
To: "Neighbourhood Commercial Special No. 31A (C5 Sp. 31A)"

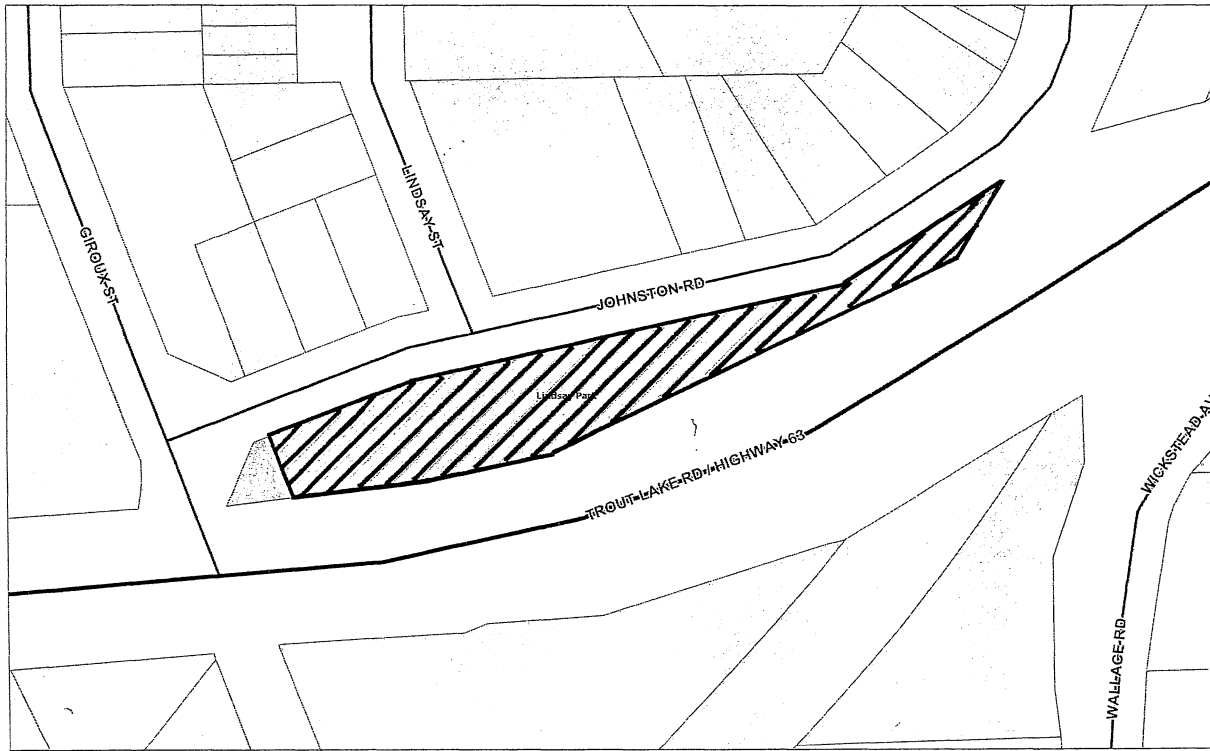
This is Schedule "B"

To By-law No. 2013-170

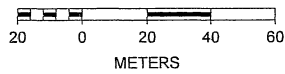
Passed the 29<sup>TH</sup> day of JULY, 2013

\_\_\_\_\_  
Mayor Allan McDonald

\_\_\_\_\_  
City Clerk Catherine Conrad



SCALE 1 : 1,806



 Zoning By-law Amendment  
From: "Neighbourhood Commercial Special No. 31A (C5 Sp. 31A)"  
To: "Neighbourhood Commercial Special No. 31A (C5 Sp. 31A)"

This is Schedule "C"

To By-law No. 2013-170

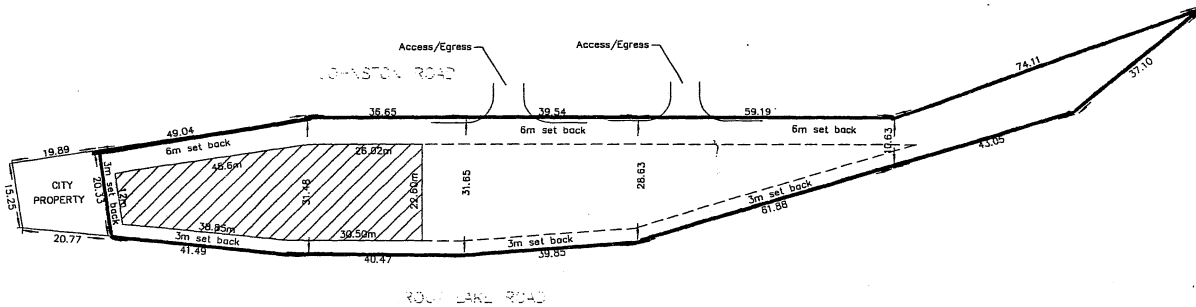
Passed the 9<sup>th</sup> day of JULY, 2013

Mayor Allan McDonald

City Clerk Catherine Conrad



SKETCH FOR PROPOSED LOTS  
PART OF LOTS 19-32 AND PART OF LINDSAY STREET  
REGISTERED PLAN M-85  
CITY OF NORTH BAY



**COMMERCIAL BLOCK**

Site Total Area = 5,420 sq.m  
25% (of 5,420 sq.m) = 1,355 sq.m  
Site Building Area (inside setbacks) = 2,500 sq.m  
West Building Hatch = 1,355 sq.m

REVISED: JAN.  
exp - REA



Zoning By-law Amendment  
From: "Neighbourhood Commercial Special No. 31A (C5 Sp. 31A)"  
To: "Neighbourhood Commercial Special No. 31A (C5 Sp. 31A)"

pc

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

**BY-LAW NO. 2013-173**

**A BY-LAW TO AMEND ZONING BY-LAW NO. 28-80 TO REZONE  
CERTAIN LANDS ON SUNSET BOULEVARD FROM A "TOURIST COMMERCIAL  
(C7)" ZONE  
TO A "RESIDENTIAL MULTIPLE THRID DENSITY (RM3)" ZONE**

**(1794504 Ontario Inc. - 2 Sunset Boulevard)**

**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-80" of By-law No. 28-80 pursuant to Section 34 of the Planning Act R.S.O. 1990, as amended.

**AND WHEREAS** Council passed a resolution on 15 July, 2013 to approve this rezoning.

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

- 1) Schedule "B-80" of By-law No. 28-80 is amended by changing the zoning designation of the property shown on Schedule "A" attached hereto (which property is more particularly described as Registered Plan No. M-203, Lots 88-94 & 101-107, PINs #49175-0308 (LT), 49175-0307 (LT) and 49175-0306 (LT) in the City of North Bay), shown as hatched on Schedule A attached hereto from a "Tourist Commercial (C7)" zone to a "Residential Multiple Third Density (RM3)" zone.
- 2) All buildings or structures erected or altered and the use of land in such "Residential Multiple Third Density (RM3)" zone shall conform to all applicable provisions of By-law No. 28-80 of The Corporation of the City of North Bay.
- 3) a) Notice of this By-law shall be given by the Clerk in the manner and form and to the persons prescribed by Section 6 of O. Reg. 545/06 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 15 DAY OF JULY 2013.**

**READ A SECOND TIME IN OPEN COUNCIL THE 15 DAY OF JULY 2013.**

**READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 29<sup>TH</sup> DAY OF**

**JULY, 2013.**

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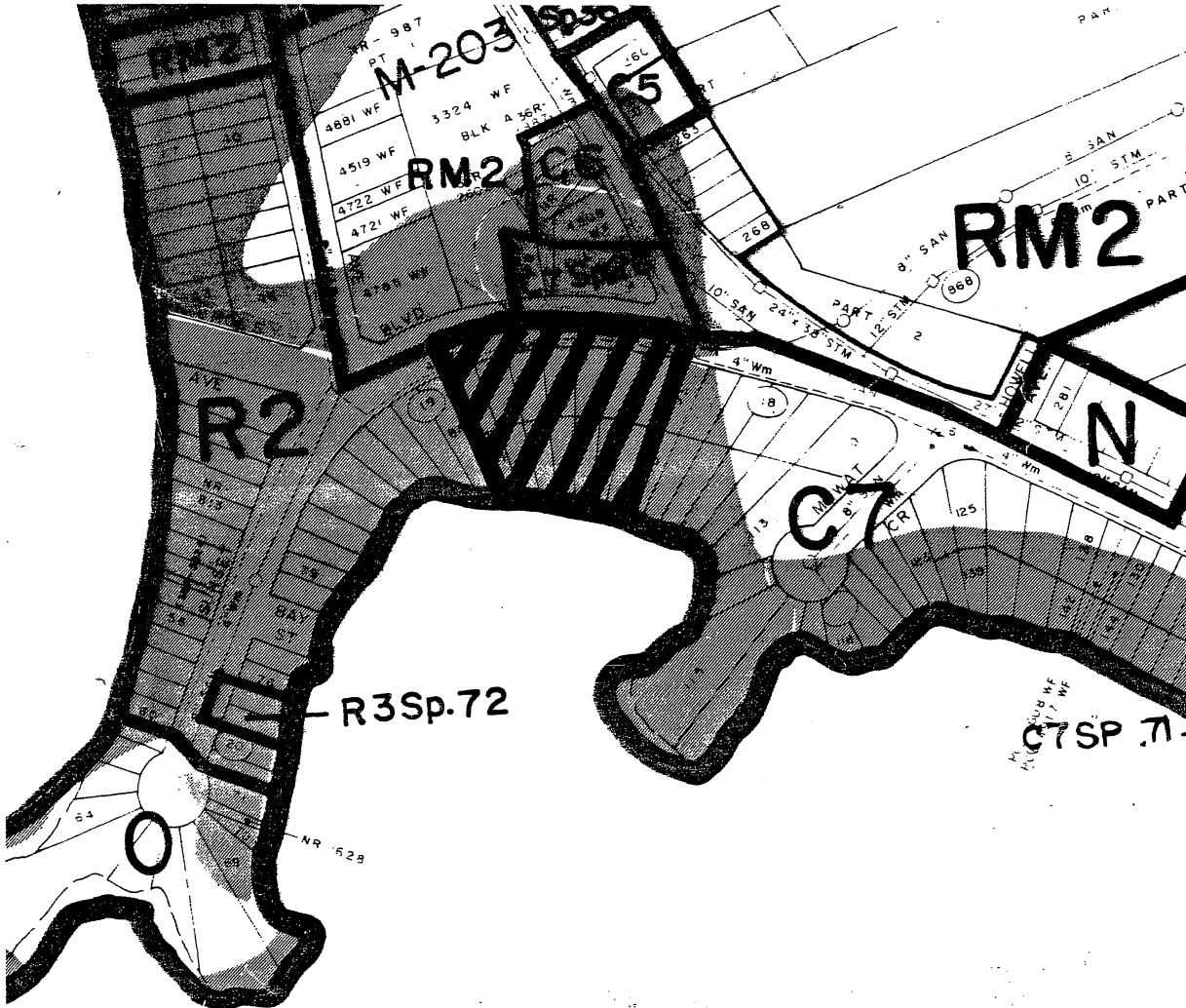
Mayor, Allan McDonald


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City Clerk, Catherine Conrad

Mayor Allan McDonald

City Clerk Catherine Conrad



 Zoning By-law Amendment  
From: "Tourist Commercial (C7)"  
To: "Residential Multiple Third Density (RM3)"

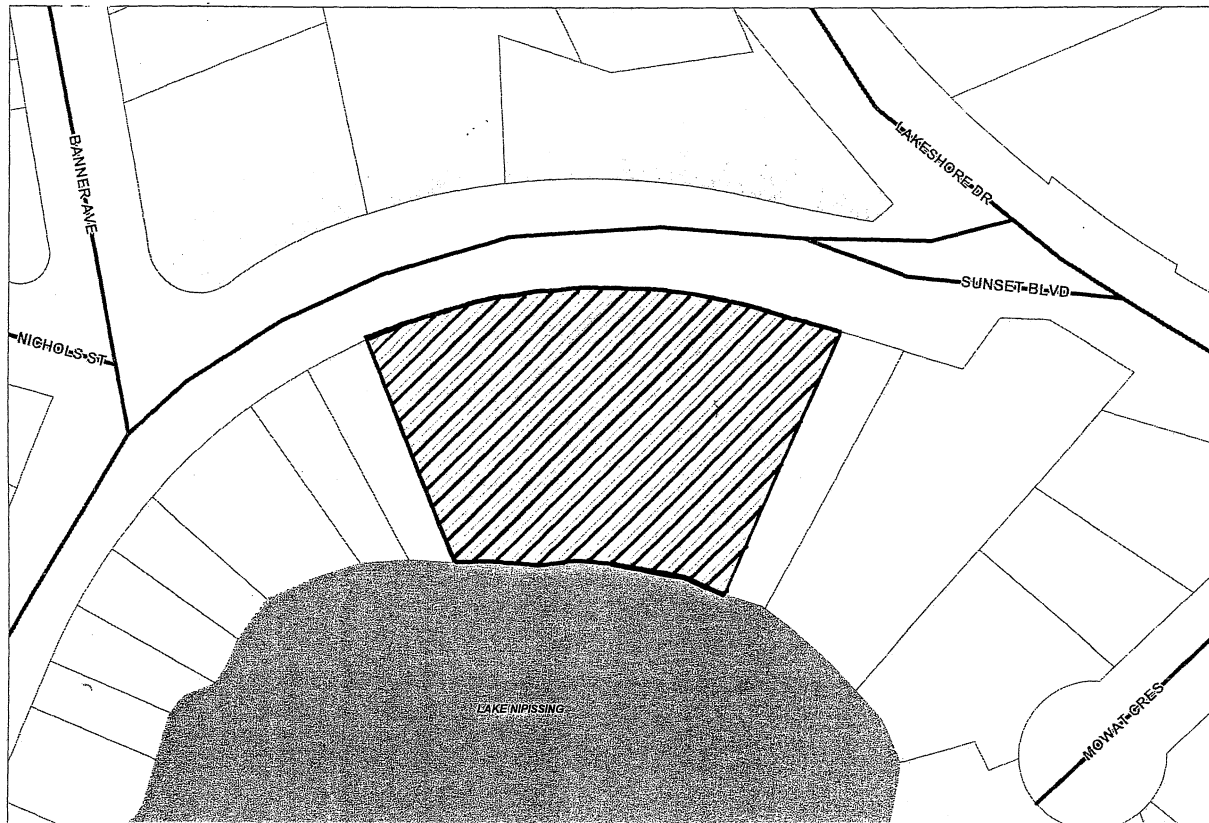
This is Schedule "B"

To By-law No. 2013-173

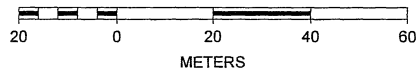
Passed the 29<sup>TH</sup> day of JULY, 2013

\_\_\_\_\_  
Mayor Allan McDonald

\_\_\_\_\_  
City Clerk Catherine Conrad




SCALE 1 : 1,194



N



 Zoning By-law Amendment  
From: "Tourist Commercial (C7)"  
To: "Residential Multiple Third Density (RM3)"

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

**BY-LAW NO. 2013-179**

**BEING A BY-LAW TO AUTHORIZE THE  
EXECUTION OF AN AGREEMENT WITH  
PIONEER CONSTRUCTION INC. RELATING  
TO THE ASPHALT RESURFACING PROGRAM**

**WHEREAS** the Agreement with Pioneer Construction Inc. for the Asphalt Resurfacing Program was approved by Resolution No. 2013-384 passed by Council on the 17th day of June, 2013;

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

1. The Corporation of the City of North Bay enter into an Agreement dated the 26<sup>th</sup> day of June, 2013 with Pioneer Construction Inc. relating to the Asphalt Resurfacing Program.
2. 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 Pioneer Construction Inc. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

*cc.* READ A SECOND TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 29<sup>TH</sup> DAY OF JULY, 2013.

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

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



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

**BY-LAW NO. 2013-183**

**BEING A BY-LAW TO AUTHORIZE THE  
EXECUTION OF AN AGREEMENT WITH MX  
CONSTRUCTORS INC. RELATING TO PHASE  
2 OF THE LAKESHORE DRIVE /PINEWOOD  
PARK DRIVE SANITARY SEWER EXTENSION.**

**WHEREAS** the Agreement with MX Constructors Inc. for Phase 2 of the Lakeshore Drive/Pinewood Park Drive Sanitary Sewer Extension was approved by Resolution No. 2013-369 passed by Council on the 3<sup>rd</sup> day of June, 2013;

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

1. The Corporation of the City of North Bay enter into an Agreement dated the 7<sup>th</sup> day of June, 2013 with MX Constructors Inc. for Phase 2 of the Lakeshore Drive/Pinewood Park Drive Sanitary Sewer Extension.
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 MX Constructors Inc. and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

READ A SECOND TIME IN OPEN COUNCIL THIS 29<sup>TH</sup> DAY OF JULY, 2013.

*cl.* READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 29<sup>TH</sup> DAY OF JULY, 2013.

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

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

**MOTION**

North Bay, Ontario July 29, 2013

**Subject:** National Dementia Strategy

**File No.** S08\2013\GEN\GENERAL

**Res. No.** 2013 - \_\_\_\_\_

**Moved by Councillor:** MENDICINO

**Seconded by Councillor:** KOZIOL

WHEREAS Alzheimer's disease and other dementias are progressive, degenerative diseases of the brain that cause thinking and memory to become seriously impaired;

AND WHEREAS Alzheimer's disease and other dementias most often occur in people over the age of 65 but can strike adults at any age;

AND WHEREAS Alzheimer's disease and other dementias affect more than 500,000 Canadians currently and that this figure is projected to reach 1.1 million within a generation;

AND WHEREAS Alzheimer's disease and other dementias also takes their toll on hundreds of thousands of families and care partners;

AND WHEREAS an estimated further three million Canadians face the burden and challenges of providing care for those suffering with Alzheimer's disease and other dementias;

AND WHEREAS there is no known cause or cure for this devastating illness;

AND WHEREAS the cost related to the health care system is in the billions and only going to increase, at a time when our health care system is already facing enormous financial challenges;

AND WHEREAS Canada, unlike many countries, does not have a national dementia strategy;

AND WHEREAS there is an urgent need to plan and raise awareness and understanding about Alzheimer's disease and other dementias for the sake of improving the quality of life of the people it touches;

AND WHEREAS MP Claude Gravelle Nickel Belt has introduced Bill C-356, *An Act respecting a National Strategy for Dementia*, as he works for broad, all party and non- partisan support for an issue that touches us all. His legislation calls for a national plan that includes the development of strategies in primary health care, in health promotion and prevention of illness, in community development, in building community capacity and care partner engagement, investments in research and other (advisory board, objectives, investment in research, and caregivers and more).

NOW THEREFORE BE IT RESOLVED THAT the City of North Bay calls on all levels of government and the Federation of Municipalities to adopt a national dementia strategy, and urges all citizens of our communities to become more aware and engaged concerning the far-reaching effects of this devastating disease;

AND BE IT FURTHER RESOLVED THAT a copy of this motion be forwarded to the Right Honourable Prime Minister Stephen Harper; the Honourable Rona Ambrose, Minister of Health; the Leaders of the Federal Opposition; Jay Aspin MP for Nipissing-Timiskaming; Claude Gravelle, MP for Nickel Belt; the Honourable Premier Kathleen Wynne; the Honourable Deborah Matthews, Minister of Health and Long Term Care; the Leaders of the Provincial Opposition; Victor Fedeli, MPP for Nipissing; the Federation of Municipalities; the Association of Municipalities of Ontario; and to the Federation of Northern Ontario Municipalities.

Carried

Carried as amended

Lost

Conflict \_\_\_\_\_

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

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

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