



**Council**

**Agenda**

**Regular Meeting of Council**

**July 3, 2012**

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

# MEETINGS

**FOR THE WEEK OF  
JULY 3, 2012**

Tuesday, July 3, 2012

5:00 p.m.

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

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  
TUESDAY, JULY 3, 2012**

**PUBLIC PRESENTATIONS:**

**PUBLIC MEETING MINUTES:**

Monday, June 4, 2012  
Monday, June 18, 2012

**COMMITTEE REPORTS:**

Community Services Committee Report No. 2012-12  
Striking Committee Report No. 2012-01

**CORRESPONDENCE:**

1. Accounts for May 2012 (F14/2012/EOIR/GENERAL).
2. Report from S. McArthur dated June 12, 2012 re Removal of a Holding Zone Symbol - Carmichael Drive (D12/2012/KOLIO/CARMICHA).
3. Report from K. Lepoudre dated June 19, 2012 re Corporate Security Study (F05/2012/CITYH/3215GG).
4. Report from G. Love dated June 25, 2012 re Fire Vehicle & Equipment Replacement Program (F05/2012/FIRE/6063FD).
5. Report from D. Carvell dated June 25, 2012 re Governance Agreement for the Joint Procurement of Specialized Transit Buses (F05/2012/TRANS/6082TR).
6. Report from A. Lang dated June 15, 2012 re 2012 debt issue (F08/2012/DEBEN/GENERAL).
7. Report from A. Cox dated June 21, 2012 re Ski Club Road (Lakeside Drive to Johnston Road) (F05/2012/ENVIR/3063WS).
8. Email from Nicole Glanz dated June 27, 2012 re Resignation from the Municipal Accessibility Advisory Committee (C01/2012/APPTS/GENERAL).
9. Report from S. Kitlar dated July 3, 2012 re 2012 North Bay Summer in the Park (M02/2012/SPECI/SUMPARK).

10. Report from P. Valenti dated June 25, 2012 re RFQ 2012-50, Epoke 4900 spreader (9 cubic metres) (F05/2012/ROADS/6050SL).
11. Report from P. Valenti dated June 25, 2012 re RFQ 2012-49, Trackless tractor (F05/2012/ROADS/6050SL).
12. Report from P. Valenti dated June 25, 2012 re RFQ 2012-52, Epoke 4900 spreader (4 cubic metres) (F05/2012/ROADS/6050SL).
13. Report from P. Valenti dated June 25, 2012 re Tender No. 2012-46, Two crew cab trucks with field service crane (F05/2012/ROADS/6050SSWS).
14. Report from P. Valenti dated June 25, 2012 re Tender No. 2012-43, Three extended super cab pickup trucks (F05/2012/ROADS/6050SL).

**BY-LAWS FOR CONSIDERATION:**

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

By-Law No. 2012-160 to stop up, close and convey a portion of the laneway located in a block bounded by Douglas Street, Lorne Avenue, Galt Street and Lansdowne Avenue.

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

By-Law No. 2012-162 to confirm proceedings of the Meeting of Council on June 18, 2012.

By-Law No. 2012-164 to authorize the Transit Coach Replacement Program.

By-Law No. 2012-165 to authorize the Airport Road Resurfacing Program.

By-Law No. 2012-166 to authorize the College Drive - New Climbing Lane, Widening and Pathway Project.

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

By-Law No. 2012-147 to rezone certain lands on Perut Place (Steve Crea Homes Limited - Perut Place Subdivision).

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

By-Law No. 2012-101 to remove a Holding Zone symbol from lands zoned by By-Law No. 2006-66 (Carmichael Drive).

By-Law No. 2012-148 to designate a Site Plan Control area on certain lands on Perut Place (Steve Crea Homes Limited - Perut Place Subdivision).

By-Law No. 2012-163 to execute an Agreement with Read Jones Christoffersen Ltd. relating to engineering services for the McIntyre Street parking garage.

By-Law No. 2012-170 to amend By-Law No. 2002-105 to regulate fences and to require fences around swimming pools.

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

By-Law No. 2012-171 to execute an Agreement with First North Enterprise Inc. relating to the Sidewalk Replacement Program.

**MOTIONS:**

**MOTION TO ADJOURN IN-CAMERA:**

**IN-CAMERA CORRESPONDENCE:**

15. ***Confidential*** report from C.M. Conrad dated June 22, 2012 re Personnel matter.
16. ***Confidential*** report from P.E.G. Leckie / J. Severino dated June 26, 2012 re Solicitor / client privilege.

**MOTION TO RECONVENE:**

**MOTION FOR RECONSIDERATION:**

**GIVING NOTICE:**

**ADJOURNMENT:**

**MINUTES OF THE REGULAR MEETING  
OF CITY COUNCIL  
HELD MONDAY, JUNE 4<sup>TH</sup>, 2012**

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

**PUBLIC PRESENTATIONS:**

Paul Chapeski	re Bike Racks on Transit Coaches
Don Priebe	re Expansion of Gambling & Legalized Brothels
Katina Matheson & Michael Cullin	re United Way in North Bay & Nipissing

**CORRESPONDENCE:**

Amy Bennett	re Resignation from Municipal Heritage Committee	(356)
North Bay Jack Garland Airport	re 2012 Board Appointments	(357)

**REPORTS FROM OFFICERS:**

Acs, E.	re Airport Community Improvement Plan Application	(358)
Conrad, C.	re Resignation of Councillor Peter Chirico	(354)
Conrad, C.	re Appointment of Managing Director, Community Services	(355)
Conrad, C.	re Appointment of Sarah Campbell	(379)
Karpenko, M.	re 2011 Consolidated Financial Statements	(359)
Karpenko, M.	re Redevelopment of Cassellholme	(366)
Killins, S.	re Proposed Amendments to Fence By-Law No. 2002-105	(364)
Lang, A.	re 2012 Temporary Borrowing By-Law	(360)
McArthur, S.	re Final Approval to Draft Approved Plan of Subdivision – Airport Industrial Business Park – II	(363)
McArthur, S.	re Exemption from Condominium Approval Process – 2034 Drew St.	(365)
Valenti, P.	re Tender 2012-37, Supply of Water-works, Manhole and Sewer Supplies	(361)
Valenti, P.	re Tender 2012-38, Plant Cold Recycled Asphalt Pavement	(362)

Res. #2012-352: Moved by Councillor Vaillancourt, seconded by Councillor Maroosis That minutes for the public meetings held on:

- Monday, May 14, 2012; and
- Tuesday, May 22, 2012

be adopted as presented.

"CARRIED"

Res. #2012-353: Moved by Councillor Lawlor, seconded by Councillor Mendicino That Community Services Committee Report No. 2012-11 relating to:

- Rezoning application by North Bay Daycare on behalf of The Trustees of the Laurier Avenue North Bay Congregation of the United Church of Canada, 449 Laurier Avenue; and

- Official Plan Amendment and Rezoning application by Brian McLean, north of Highway #63 at Songis Road

be adopted as presented.

"CARRIED"

**COMMUNITY SERVICES COMMITTEE REPORT NO. 2012-11**

June 4, 2012

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2012-11 and recommends:

1. That a) the proposed Zoning By-Law Amendment application by North Bay Daycare on behalf of The Trustees of the Laurier Avenue North Bay Congregation of the United Church of Canada to rezone the property legally described as Registered Plan No. 56, Part Lot 38 (449 Laurier Avenue) from a "Residential Third Density (R3)" zone to a "Residential Third Density Special Zone No. 128 (R3 Sp.128), be approved; and
  - b) the subject property be placed under Site Plan Control pursuant to Section 41 of the *Planning Act*, R.S.O. 1990 as amended, in order to regulate parking, lighting, landscaping, stormwater, drainage, garbage, play space, ingress, egress and fencing as required.
2. That a) the proposed Official Plan Amendment from "Rural" to "Aggregate Extraction" by Brian McLean for the property legally described as Concession 4, North Part of Lot 2, Parcel 1631, on lands North of Highway #63 at Songis Road in the City of North Bay, be approved; and
  - b) the proposed Zoning By-Law Amendment from a "Rural (A)" zone to a "Rural Industrial Extractive (RME)" zone by Brian McLean for the property legally described as Concession 4, North Part of Lot 2, Parcel 1631, on lands North of Highway #63 at Songis Road in the City of North Bay, be approved.

All of which is respectfully submitted.

ASSENTS  
LAWLOR  
MENDICINO  
VAILLANCOURT  
McDONALD

DISSENTS

Res. #2012-354: Moved by Councillor Koziol, seconded by Councillor Anthony That Council accept the resignation of Councillor Peter Chirico from Council effective May 23, 2012 and declare the office to be vacant.

"CARRIED"

Res. #2012-355: Moved by Councillor Koziol, seconded by Councillor Anthony That Council appoint Peter Chirico as Managing Director of Community Services effective July 9, 2012.

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

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

Nays: Nil

"CARRIED"

Res. #2012-356: Moved by Councillor Lawlor, seconded by Councillor Mendicino That the resignation of Amy Bennett from the Municipal Heritage Committee be received and Mrs. Bennett be thanked for her involvement on the Committee.

"CARRIED"

Res. #2012-357: Moved by Councillor Koziol, seconded by Councillor Anthony That Council confirm the following appointments to the Board of Directors of the North Bay Jack Garland Airport Corporation for a term ending November 30, 2014:

John Severino  
Max Shapiro  
Bill Carswell  
Gord Cardwell  
Daryl Vaillancourt  
Ewen Cornick  
Ron Miller  
Peter Argue

"CARRIED"

Res. #2012-358: Moved by Councillor Lawlor, seconded by Councillor Mendicino That City Council approve the Airport Community Improvement Plan application by 1149011 Ontario Inc. (Barrie Hard Chrome Plating Inc.).

"CARRIED"

Res. #2012-359: Moved by Councillor Koziol, seconded by Councillor Anthony That 1) the 2011 Consolidated Financial Statements be received; and  
2) the Mayor and Chief Financial Officer of the City of North Bay be authorized to approve the 2011 Consolidated Financial Statements.

"CARRIED"

Res. #2012-360: Moved by Councillor Koziol, seconded by Councillor Anthony That 1) City Council authorize temporary borrowing from time to time of the amounts that the municipality considers necessary to meet expenses of the municipality for the fiscal year 2012; and  
2) the by-law be presented to Council for three (3) readings on June 18, 2012.

"CARRIED"



- Res. #2012-361: Moved by Councillor Vrebosch, seconded by Councillor Mayne  
That 1) North Bay City Council approve a contract be awarded to Wamco Waterworks Northern Inc. for Parts A, B, C, D, E and G of Tender No. 2012-37, in the amount of \$114,914.85 (excluding HST), to supply waterworks, manhole and sewer supplies on an as and when requested basis from the date of contract until June 30, 2013; and
- 2) North Bay City Council approve a contract be awarded to Corix Water Products East Inc. for Part F of Tender No. 2012-37 in the amount of \$31,436.50 (excluding HST) on an as and when requested basis from the date of contract until June 30, 2013.

"CARRIED"

- Res. #2012-362: Moved by Councillor Vrebosch, seconded by Councillor Mayne  
That North Bay City Council approve a contract be awarded to Miller Paving North Bay, a division of Miller Paving Limited in the amount of \$405,532.00 (excluding HST), for the supply and placement of plant cold recycled asphalt pavement on various City roads.

"CARRIED"

- Res. #2012-363: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That 1) Council grant Final Approval to Phase II of the Draft Approved Plan of Subdivision by The Corporation of the City of North Bay, Airport Industrial Business Park - Phase II, representing five (5) Blocks and two (2) Streets on 49.4 hectares in the southeast area of the North Bay Jack Garland Airport, being Roundel Road and Voodoo Crescent in the City of North Bay - File No. 48T-09104 and as shown on the M-Plan prepared by Rick Miller, OLS dated April 12, 2012 and attached as Schedule "C" to Report to Council CSBU 2012-49; and
- 2) Staff be directed to prepare a Declaration of Terms of Subdivision for signing by the Mayor and City Clerk.

"CARRIED"

- Res. #2012-364: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That Council authorize the City Clerk to amend Fence By-Law No. 2002-105, as set out in Report to Council CSBU 2012-50.

"CARRIED"

- Res. #2012-365: Moved by Councillor Maroosis, seconded by Councillor Vrebosch  
That the report from Steve McArthur dated May 29, 2012 re Request for Exemption from the Condominium Approval Process for the property located at 2034 Drew Street be referred to the Community Services Committee.

"CARRIED"

- Res. #2012-366a: Moved by Councillor Mayne, seconded by Councillor Vrebosch  
That the report from Margaret Karpenko dated May 30, 2012 re Redevelopment of Cassellholme be referred to the General Government Committee.

"LOST"

- Res. #2012-366b: Moved by Councillor Koziol, seconded by Councillor Anthony
- That 1) the Municipality of North Bay supports the redevelopment of Cassellholme East Nipissing District Home for the Aged (Cassellholme), including the addition of 32 beds for a total of 272 beds; and supports the proposal for the Board of Management to borrow the funds necessary to complete the project directly from Infrastructure Ontario, and repay the debt using a combination of Capital Subsidy payments by the Ministry of Health and Long-Term Care (25 years), as well as revenue from operations and annual levy to the municipalities in proportion; and
- 2) City Council **not** support the redevelopment should Cassellholme be unsuccessful in obtaining debt directly from Infrastructure Ontario, the debt load required by the Municipality would then be too significant and would cause financial hardship to the services provided by the Municipality and the rate payers of the community.

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

Yeas: Councillors Koziol, Mendicino, Vrebosch, Mayne, Lawlor, Anthony, Marosis, Vaillancourt, Mayor McDonald

Nays: Nil

"CARRIED"

Res. #2012-367: Moved by Councillor Koziol, seconded by Councillor Anthony  
That the following by-law be read a first and second time:

By-Law No. 2012-142 to stop up, close and convey a portion of the laneway in a block bounded by Maher Street, Regina Street, Hardy Street and Laurier Avenue.

"CARRIED"

Res. #2012-368: Moved by Councillor Koziol, seconded by Councillor Anthony  
That the following by-laws be read a first and second time:

By-Law No. 2012-145 to authorize the Steve Omischl Sports Field Complex Rehabilitation and Development Program.

By-Law No. 2012-146 to authorize the Transit Capital Program.

By-Law No. 2012-149 to confirm proceedings of the Meeting of Council on May 22, 2012.

By-Law No. 2012-150 to appoint a Deputy Mayor.

By-Law No. 2012-152 to execute an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and the North Bay Police Services Board relating to Community Policing Partnership (CPP) Program.

By-Law No. 2012-153 to execute an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and the North Bay Police Services Board relating to the Safer Communities – 1,000 Officers Partnership Program.

Councillor Lawlor declared a conflict of interest re By-Law 2012-150 – Direct Financial Benefit.

"CARRIED"

Res. #2012-369: Moved by Councillor Koziol, seconded by Councillor Anthony  
That the following by-laws be read a third time and passed:

By-Law No. 2012-145 to authorize the Steve Omischl Sports Field Complex Rehabilitation and Development Program.

By-Law No. 2012-146 to authorize the Transit Capital Program.

By-Law No. 2012-149 to confirm proceedings of the Meeting of Council on May 22, 2012.

By-Law No. 2012-150 to appoint a Deputy Mayor.

By-Law No. 2012-152 to execute an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and the North Bay Police Services Board relating to Community Policing Partnership (CPP) Program.

By-Law No. 2012-153 to execute an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and the North Bay Police Services Board relating to the Safer Communities – 1,000 Officers Partnership Program.

Councillor Lawlor declared a conflict of interest re By-Law 2012-150 – Direct Financial Benefit.

"CARRIED"

Res. #2012-370: Moved by Councillor Koziol, seconded by Councillor Anthony  
That the following by-law to read a first and second time:

By-Law No. 2012-151 to appoint the Managing Director, Community Services.

"CARRIED"

Res. #2012-371: Moved by Councillor Koziol, seconded by Councillor Anthony  
That the following by-law be read a third time and passed:

By-Law No. 2012-151 to appoint the Managing Director, Community Services.

"CARRIED"

Res. #2012-372: Moved by Councillor Koziol, seconded by Councillor Anthony  
That the following by-law be read a third time and passed:

By-Law No. 2012-134 to stop up, close and convey a portion of a laneway in a block bounded by Beattie Street, Burns Street, Greenwood Avenue and Norwood Avenue.

"CARRIED"

Res. #2012-373: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-law be read a first and second time:

By-Law No. 2012-119 to adopt Official Plan Amendment No. 1  
(Brian McLean – Concession 4, North Part of Lot 2, Parcel 1631).

"CARRIED"

Res. #2012-374: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-laws be read a first and second time:

By-Law No. 2012-114 to rezone certain lands on Laurier Avenue  
(1168108 Ontario Inc. – 449 Laurier Avenue).

By-Law No. 2012-120 to rezone certain lands north of Highway #63  
at Songis Road (Brian McLean – Concession 4, North Part of Lot 2,  
Parcel 1631).

"CARRIED"

Res. #2012-375: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-laws be read a first and second time:

By-Law No. 2012-115 to designate a Site Plan Control Area on  
certain lands on Laurier Avenue (1168108 Ontario Inc. – 449  
Laurier Avenue).

By-Law No. 2012-154 to execute an Agreement with D.J. Venasse  
Construction Limited relating to the build / design of the Lee Park  
Maintenance Building.

By-Law No. 2012-155 to execute a Declaration of Terms of  
Subdivision relating to the Airport Industrial Business Park – Phase  
II.

By-Law No. 2012-156 to execute an Agreement with Darren Davies,  
operating as DS Contracting relating to the Marina and Marathon  
Beach Boardwalk Replacement.

"CARRIED"

Res. #2012-376: Moved by Councillor Lawlor, seconded by Councillor Mendicino  
That the following by-laws be read a third time and passed:

By-Law No. 2012-115 to designate a Site Plan Control Area on  
certain lands on Laurier Avenue (1168108 Ontario Inc. – 449  
Laurier Avenue).

By-Law No. 2012-154 to execute an Agreement with D.J. Venasse  
Construction Limited relating to the build / design of the Lee Park  
Maintenance Building.

By-Law No. 2012-155 to execute a Declaration of Terms of  
Subdivision relating to the Airport Industrial Business Park – Phase  
II.

By-Law No. 2012-156 to execute an Agreement with Darren Davies,  
operating as DS Contracting relating to the Marina and Marathon  
Beach Boardwalk Replacement.

"CARRIED"

Res. #2012-377: Moved by Councillor Koziol, seconded by Councillor Anthony  
That Council adjourn in-camera pursuant to section 239.(2) of the  
*Municipal Act, 2001*, as amended, at 8:34 p.m. for the following  
reasons: Item No. 14, being a personal matter about an identifiable  
individual; and Item No. 15, being litigation including matters  
before administrative tribunals, affecting the Municipality.

Councillor Anthony left the meeting.

"CARRIED"

Res. #2012-378: Moved by Councillor Koziol, seconded by Councillor Maroosis  
That Council reconvene at 8:54 p.m.

"CARRIED"

Res. #2012-379: Moved by Councillor Koziol, seconded by Maroosis  
That Council support Sarah Campbell to complete the unexpired  
term of Peter Chirico.

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

Yeas: Councillors Koziol, Mayne, Lawlor, Maroosis, Vaillancourt, Mendicino,  
Vrebosch, Mayor McDonald

Nays: Nil

"CARRIED"

Res. #2012-380: Moved by Councillor Vaillancourt, seconded by Councillor Maroosis  
That this Regular Meeting of Council do now adjourn at 8:55 p.m.

"CARRIED"

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MAYOR ALLAN McDONALD

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CITY CLERK CATHERINE CONRAD

**MINUTES OF THE PUBLIC MEETING OF  
CITY COUNCIL HELD UNDER THE *PLANNING ACT*  
HELD MONDAY, JUNE 18, 2012**

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

1. Steve Crea Homes Limited - Perut Place

Councillor Lawlor explained the purpose of the meeting.

The Deputy City Clerk advised that notice of the meeting was given by prepaid first class mail on the 28<sup>th</sup> day of May, 2012 to all owners of property within 120 metres of the subject property and by the posting of a placard on the subject property.

Steve McArthur explained the purpose of the rezoning application.

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

Kelly Anne Smith – Nipissing Environmental Watch

- Concerned about the drainage easement behind the property.
- What kind of buffer will there be to protect water going to Trout Lake?

Rick Miller – Agent for the Developer

- There is an existing drainage easement/ditch at the west end of the property.
- New storm drains have been installed which are capable of handling the water flow.
- The water does not drain into Trout Lake but drains into Lake Nipissing.
- The Stormwater Management Report has been approved by the North Bay-Mattawa Conservation Authority.
- All concerns have been addressed.

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MAYOR ALLAN McDONALD

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DEPUTY CLERK KAREN McISAAC

**MINUTES OF THE REGULAR MEETING  
OF CITY COUNCIL  
HELD MONDAY, JUNE 18<sup>TH</sup>, 2012**

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

**PUBLIC PRESENTATIONS:**

**CORRESPONDENCE:**

Cecil's Eatery & Beer Society re Noise By-Law Exemption (390)

**REPORTS FROM OFFICERS:**

Conrad, C. re Nomination to 2012-14 AMO – Board of Directors (389)  
Kitlar, S. re Multi-Use Recreation Facility Study Update (392)  
Korell, A. re Speed Limit on Hwy #63 (388)  
Korell, A. re Cost Share Agreement for Installation of Watermain on Carmichael Drive (391)  
Leckie, P. re Universal Water Meter Installation Contracts (394)  
Mimee, R. re 2011-12 Dedicated Gas Tax Funds - Public Transportation Program (393)  
Mimee, R. re 2012 Transit Coach Replacement Program (395)  
McArthur, S. re Rezoning application re GAP Construction Co. Ltd. – Dree Street (386)  
McArthur, S. re Rezoning application re Kenneth & Leona Walker – 860 Northshore Rd. (387)  
Severino, J. re Noise By-Law Exemption – Cecil's Eatery & Beer Society (390)  
Valenti, P. re Tender No. 2012-04, Asphalt Resurfacing Program (396)

Res. #2012-383: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That the following Standing Committee appointments be made:

**General Government Committee:**

Chair: Councillor Sean Lawlor  
Vice Chair: Councillor Mike Anthony  
Members: Councillors Mac Bain and George Maroosis  
Ex Officio Member: Mayor Al McDonald

**Engineering & Works Committee:**

Chair: Councillor Tanya Vrebosch  
Vice Chair: Councillor Judy Koziol  
Member: Councillor Sarah Campbell  
Ex Officio Member: Mayor Al McDonald

**Community Services Committee:**

Chair: Councillor Dave Mendicino  
Vice Chair: Councillor Chris Mayne  
Member: Councillor Daryl Vaillancourt  
Ex Officio Member: Mayor Al McDonald

"CARRIED"

Res. #2012-384: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That accounts totalling \$14,546,611.05 for April 2012 be approved.

"CARRIED"

Res. #2012-385: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That accounts for Royal Bank and Toronto Dominion Bank totalling  
\$3,875.12 for April 2012 be approved.

"CARRIED"

Res. #2012-386: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That the recommendation from the Planning Advisory Committee  
regarding the rezoning application by Miller & Urso Surveying  
Inc. on behalf of GAP Construction Co. Ltd. – vacant lands  
behind 379, 383 and 387 Dree Street be referred to the  
Community Services Committee for a Public Meeting.

"CARRIED"

Res. #2012-387: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That the recommendation from the Planning Advisory Committee  
regarding the rezoning application by Kenneth & Leona Walker –  
860 Northshore Road be referred to the Community Services  
Committee for a Public Meeting.

"CARRIED"

Res. #2012-388a: Moved by Councillor Vrebosch, seconded by Councillor Koziol  
That City Council petition the Ministry of Transportation to lower  
the posted speed limit from Lees Road to Peninsula Road as  
follows:

- a) lowering the current 70 km/hr speed limit to 60 km/hr from  
west of Anita Avenue to Lees Road; and
- b) lowering the current 80 km/hr speed limit to 70 km/hr from  
just west of Anita Avenue to Peninsula Road.

"CARRIED AS AMENDED"

Res. #2012-388b: Moved by Councillor Vaillancourt, seconded by Councillor Anthony  
That the motion be amended to include:

- c) the speed limit from a section of Hwy 17, from Dugas Bay to  
the exit to Hwy 11, be reduced to 70 km/hr.

"LOST"

Res. #2012-388c: Moved by Councillor Vrebosch, seconded by Councillor Koziol  
That the Motion be amended to read as follows: That City Council  
petition the Ministry of Transportation to review speed limits and  
the physical engineering of Hwy 63 from Lees Road to Peninsula  
Road.

"CARRIED"

Res. #2012-389: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That The Corporation of the City of North Bay nominate  
Councillor Mac Bain for election to the 2012-2014 Board of  
Directors for the Association of Municipalities of Ontario,  
Northern Caucus.

"CARRIED"



Res. #2012-390: Moved by Councillor Vrebosch, seconded by Councillor Koziol  
 That 1) Cecil's Eatery & Beer Society, 300 Wyld Street, be granted an exemption from North Bay Noise By-Law No. 142-76, pursuant to Section 5, as requested by John Lechlitner for the following dates:

<u>Date</u>	<u>Time of Exemption Requested</u>
Friday, Aug. 3/12	9 pm until 2 am of the following day
Saturday, Aug. 4/12	9 pm until 2 am of the following day
Sunday, Aug. 5/12	9 pm until 12 am midnight

- 2) the exemption be conditional to monitoring and recording of sound levels in compliance with the by-law;
- 3) a copy of the monitory information be forwarded to the City within 10 days of the event; and
- 4) a copy of Report EESW 2012-40 be forwarded to the North Bay Police for information.

"CARRIED"

Res. #2012-391: Moved by Councillor Vrebosch, seconded by Councillor Koziol  
 That the Mayor and City Clerk be authorized to sign the Cost Share Agreement between The Corporation of the City of North Bay and Kulwinderpal Sidhu, Rajwant Sidhu, William Gordon Kirton, Barbara Anne Kirton and Karl Thomas Kilpper as attached to Report to Council EESW 2012-41 relating to the installation of a watermain on Carmichael Drive.

"CARRIED"

Res. #2012-392: Moved by Councillor Mendicino, seconded by Councillor Mayne  
 That Report to Council CSBU 2012-51 dated June 12, 2012 regarding the Multi-Use Recreation Facility Study be received by Council and referred to the Community Services Committee.

"CARRIED"

Res. #2012-393: Moved by Councillor Mendicino, seconded by Councillor Mayne  
 That 1) the Mayor and Chief Financial Officer be authorized to sign the Letter of Agreement on behalf of the City of North Bay relating 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) Execution By-Law No. 2012-161 be presented to Council for three (3) readings on June 18, 2012.

"CARRIED"

Res. #2012-394: Moved by Councillor Lawlor, seconded by Councillor Anthony  
 That 1) Council authorize the Mayor and City Clerk to enter into an Agreement with Neptune Technology Group (Canada) Ltd. for the implementation of a Universal Water Metering Program for the original tender price of \$6,063,575.79; and

- 2) the Water Meter Installation Project Management Services Agreement entered into with Veritec Consulting Inc. on September 4, 2009 by By-Law No. 2009-230, be confirmed for the original upset limit of \$217,210.00.

"CARRIED"

Res. #2012-395: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That a Capital Expenditure By-Law be prepared for Council's consideration in the amount of \$882,390.00 to authorize the 2012 Community Services Capital Budget, Transit Coach Replacement Program, Project No. 6082TR, at a net debenture cost of \$530,000.00.

"CARRIED"

Res. #2012-396: Moved by Councillor Vrebosch, seconded by Councillor Koziol  
That 1) a Capital Expenditure By-Law be prepared for Council's consideration for Project No. 3602RD College Drive - New Climbing Lane, Widening and Pathway in the amount of \$133,333.00, being a 2012 Engineering, Environmental Services and Works Capital Project;

- 2) a Capital Expenditure By-Law be prepared for Council's consideration for Project No. 3402RD Airport Road Resurfacing Program in the amount of \$176,191.00, being a 2013 Engineering, Environmental Services and Works Capital Project; and
- 3) City Council approve an award of a contract to Pioneer Construction Inc. in the amount of \$3,626,106.16 (excluding HST), for the 2012 Asphalt Resurfacing Program.

Mayor McDonald declared a conflict of interest as he owns property in the Cedar Heights area.

"CARRIED"

Res. #2012-397: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That the following by-laws be read a first and second time:

By-Law No. 2012-157 to confirm proceedings of the Meeting of Council on June 4, 2012.

By-Law No. 2012-158 to authorize the temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2012.

By-Law No. 2012-161 to execute 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.

"CARRIED"

Res. #2012-398: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That the following by-laws be read third time and passed:

By-Law No. 2012-157 to confirm proceedings of the Meeting of Council on June 4, 2012.

By-Law No. 2012-158 to authorize the temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2012.

By-Law No. 2012-161 to execute 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.

"CARRIED"

Res. #2012-399: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That the following by-law be read a third time and passed:

By-Law No. 2012-142 to stop up, close and convey a portion of the laneway in a block bounded by Maher Street, Regina Street, Hardy Street and Laurier Avenue.

"CARRIED"

Res. #2012-400: Moved by Councillor Mendicino, seconded by Councillor Mayne  
That the following by-law to read a third time and passed:

By-Law No. 2012-119 to adopt Official Plan Amendment No. 1 (Brian McLean – Concession 4, North Part of Lot 2, Parcel 1631).

By-Law No. 2012-120 to rezone certain lands north of Highway 63 at Songis Road (Brian McLean – Concession 4, North Part of Lot 2, Parcel 1631).

"CARRIED"

Res. #2012-401: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That Council adjourn in-camera pursuant to section 239.(2) of the *Municipal Act, 2001*, as amended, at 7:38 p.m. for the following reason: Item No. 15, being litigation matters affecting the Municipality.

"CARRIED"

Res. #2012-402: Moved by Councillor Lawlor, seconded by Councillor Anthony  
That Council reconvene at 7:51 p.m.

"CARRIED"

Res. #2012-403: Moved by Councillor Campbell, seconded by Councillor Maroosis  
That this Regular Meeting of Council do now adjourn at 7:51 p.m.

"CARRIED"

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

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

**COMMUNITY SERVICES COMMITTEE REPORT NO. 2012-12**

July 3, 2012

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

Your Worship and Councillors:

The Community Services Committee presents Report No. 2012-12 and recommends:

1. That 1) the proposed Zoning By-Law Amendment application by Miller & Urso Surveying Inc. on behalf of Steve Crea Homes Limited to rezone the property legally described as Plan M-85, Part Lots 38, 39 & 40 and Lots 41 to 50, Part of Giroux, George & Lindsay Streets (Closed), Reference Plan NR-1354, Parts 6 & 7, Reference Plan 36R-9979, Parts 1 & 2, Parcels 18727, 18728, and the Remainder of Parcel 539 in the former Township of Widdifield, from a "District Commercial (C4)" zone to a "Residential Third Density (R3)" zone and 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, in order to regulate parking, lighting, landscaping, stormwater, drainage, garbage, play space, ingress, egress and fencing as required."

All of which is respectfully submitted.

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

**STRIKING COMMITTEE REPORT NO. 2012-01**

July 3, 2012

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

Your Worship and Councillors:

The Striking Committee presents Report No. 2012-01 and recommends as follows:

1. That Councillor Chris Mayne be appointed to the Cassellholme-East Nipissing Home for the Aged Board for a term to expire November 30, 2014.
2. That Councillor Sarah Campbell be appointed to the District of Nipissing Social Services Administration Board to complete Councillor Sean Lawlor's unexpired term, to expire November 30, 2012.
3. That Councillor Dave Mendicino be appointed to the Heritage North Bay Board for a term to expire November 30, 2014.
4. That Councillor Sarah Campbell be appointed to the North Bay Hydro Holdings Limited for a term to expire November 30, 2014:
5. That Councillor Sean Lawlor be appointed to the North Bay Police Services Board for a term to expire November 30, 2014.
6. That Councillor Sarah Campbell be appointed to the YMCA Board for a term to expire November 30, 2014.

cc

All of which is respectfully submitted.

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**Subject:** Elected Official Invoice Register

**File No.** F14/2012/EOIR/GENERAL

**Res.** 2012 - \_\_\_\_\_

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

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

That accounts totaling \$12,801,403.29 for May 2012 be approved.

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

Carried  Carried as amended  Lost

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

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

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

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

Report to Council

Report No: CSBU 2012 - 53

Date: June 12, 2012

Originator: Steve McArthur - Senior Planner, Current Operations

Subject: Request to Remove a Holding Zone Symbol – Vacant Lot, Carmichael Drive

File No: D12/2012/SUBDI/CARMICHA/#48T-12111

---

**RECOMMENDATIONS**

1. That City Council pass a By-law to remove the Holding (H) Zone Symbol from the lands zoned "Residential First Density Holding (R1H)" through By-law No. 2006-066 for the property legally described as Concession A, Part Lot 16, Plan 36R-12062, Parts 4 and 5 as shown on "Schedule A" attached hereto; and
2. That the By-law be brought forward on July 3rd, 2012 for three (3) readings.

---

**BACKGROUND**

City Council passed By-law 2006-066 on April 24, 2006, which rezoned the subject property to "Residential First Density (R1)" and "Residential First Density Holding (R1H)" zones. The subject property is vacant and undeveloped. At the time of this By-law, water service was not sized to allow the development of the property. Prior to additional development at the subject property, the Applicant was required to provide the necessary water and sanitary sewer services.

The Holding Zone Symbol was put in place to ensure that infrastructure upgrades were completed to the satisfaction of the City Engineer. The Holding (H) designation can be removed by amendment to the By-law once the conditions for removal are met. The City's requirements for the removal of the holding zone symbol will be fulfilled through the entering into a Subdivision Agreement to the satisfaction of the City Engineer. The removal of the holding zone symbol will permit the development of a seven (7) lot subdivision for single detached dwellings.

In order to remove the "H" symbol, City Council is not required to hold a Public Meeting but is required to provide notice which sets out the effect of removing the holding symbol, the location of the property and the date which Council proposes to meet to pass the amending By-law as prescribed under the Planning Act (O.Reg 545/06).

Regulation 545/06, Section 3 indicates that notice to remove the holding zone symbol shall be given by "*personal service or ordinary mail to every owner of land in the area where the subject land is located...*".

---

**ANALYSIS / OPTIONS**

Option 1:

To pass a By-law to remove the Holding Zone Symbol.

Option 2:

To not pass the Holding Zone removal By-law.

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**RECOMMENDED OPTION / FINANCIAL IMPLICATIONS**

Option 1 is recommended option.

The Applicant has fulfilled the conditions to remove the Holding Symbol as set out in By-law 2006-066. The proposed request to remove the Holding Zone has been reviewed by the Managing Director, Engineering, Environmental Services and Public Works. The area now has full municipal services available to it and the City's requirements for the removal of the Holding Zone will be fulfilled through the Subdivision Agreement that has been concurrent applied for. The removal of the Holding Zone Symbol will permit the development of a seven (7) lot Subdivision for single detached dwellings.

Respectfully submitted,



Steve McArthur  
Senior Planner, Current Operations



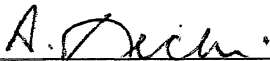
Beverley Hillier, MCIP, RPP  
Manager, Planning Services

SM/BH/dlb

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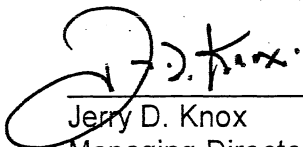
We concur with this report and recommendations.



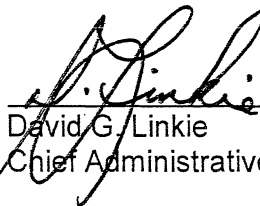
Peter E.G. Leckie  
City Solicitor



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



Jerry D. Knox  
Managing Director, Community Services

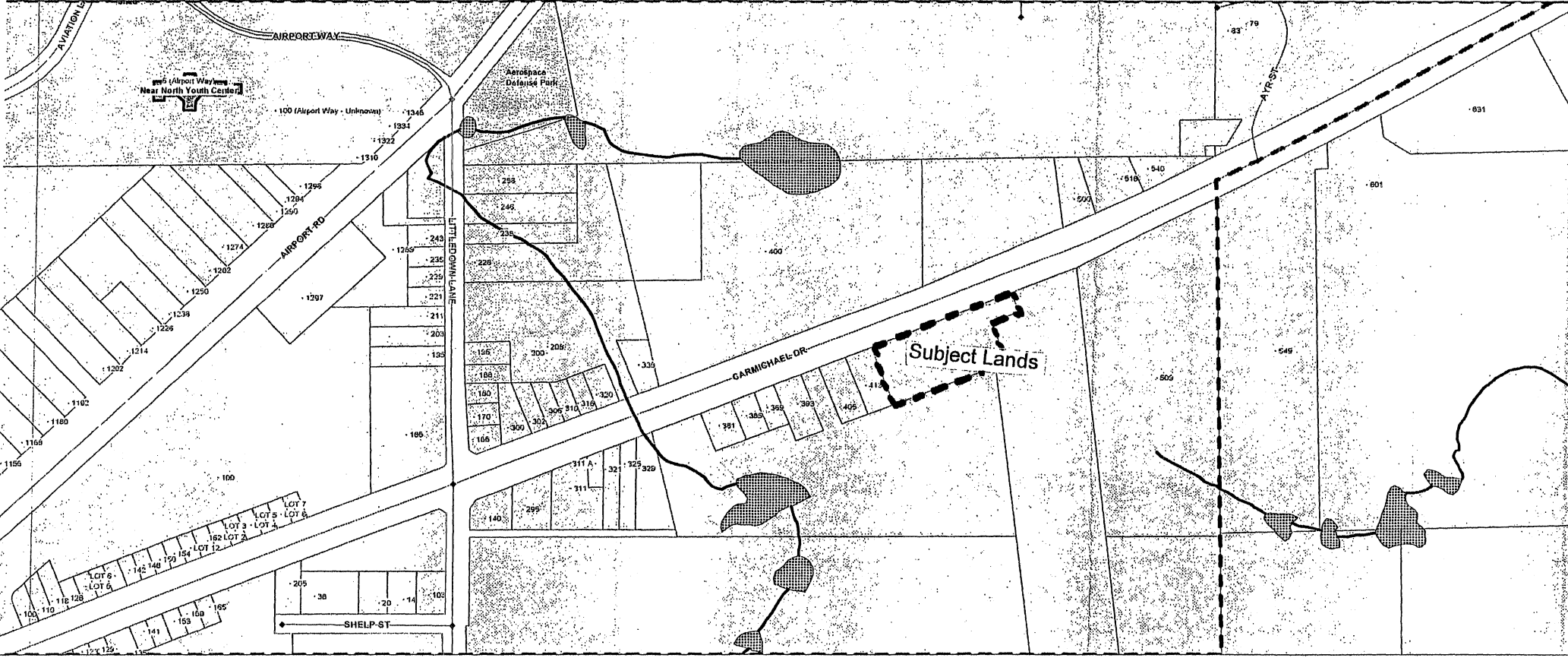


David G. Linkie  
Chief Administrative Officer

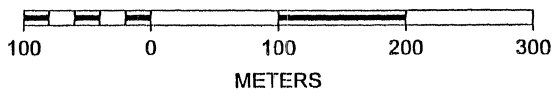
Personnel designated for continuance: Steve McArthur, Senior Planner



# SCHEDULE A



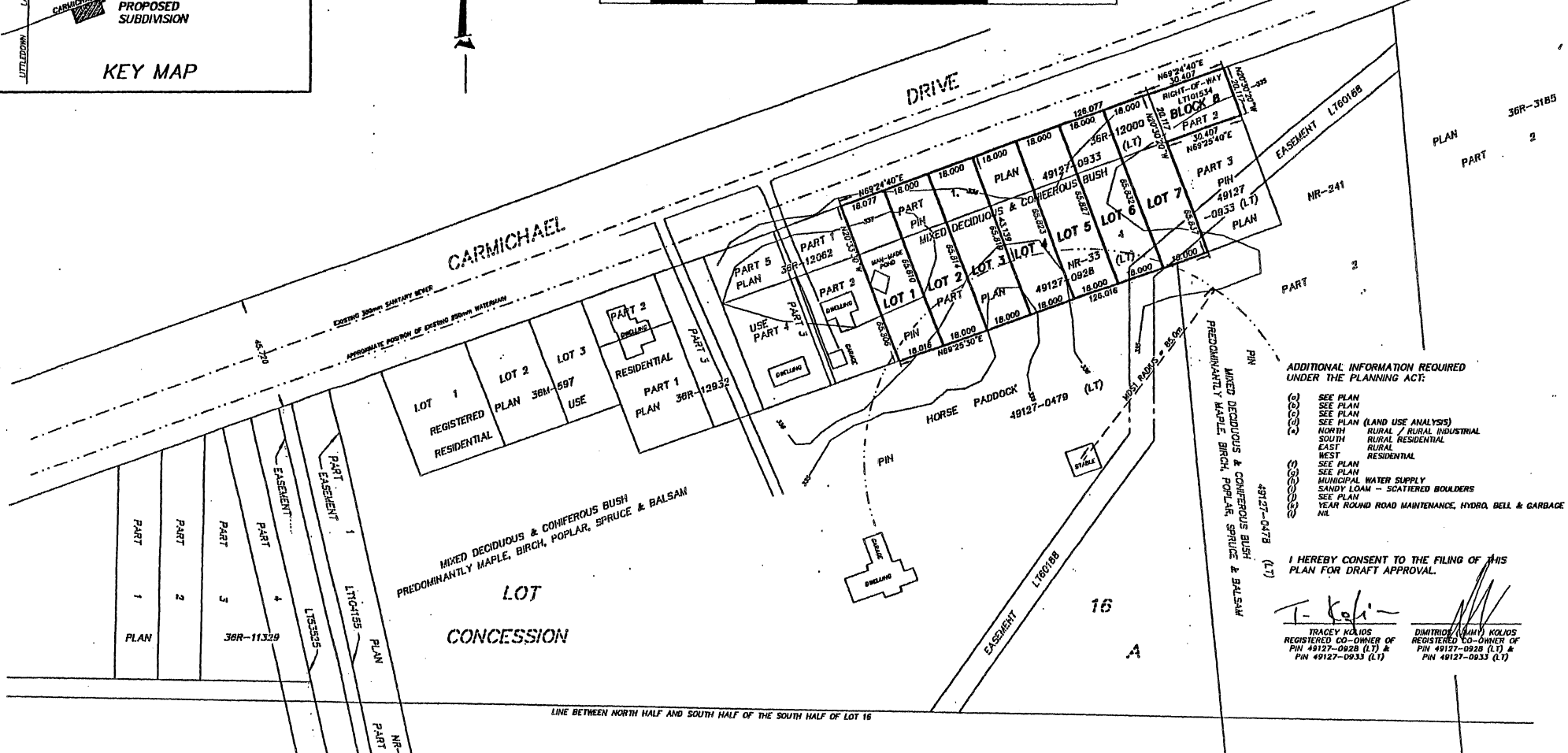
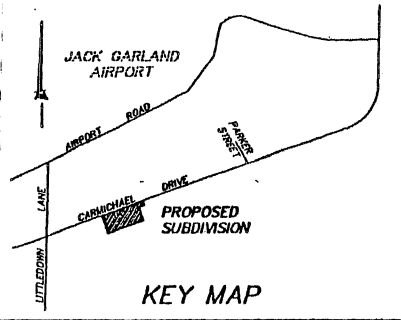
SCALE 1 : 6,062



# SCHEDULE B

DRAFT PLAN OF SUBDIVISION OF  
 PART OF LOT 16, CONCESSION "A"  
 GEOGRAPHIC TOWNSHIP OF WIDDIFIELD  
 CITY OF NORTH BAY  
 DISTRICT OF NIPISSING  
 PAUL GOODRIDGE, O.L.S.  
 2011

SCALE: 1 : 1,000



- ADDITIONAL INFORMATION REQUIRED UNDER THE PLANNING ACT:
- (a) SEE PLAN
  - (b) SEE PLAN
  - (c) SEE PLAN
  - (d) SEE PLAN (LAND USE ANALYSIS)
  - (e) NORTH RURAL / RURAL INDUSTRIAL
  - (f) SOUTH RURAL INDUSTRIAL
  - (g) EAST RURAL
  - (h) WEST RESIDENTIAL
  - (i) SEE PLAN
  - (j) SEE PLAN
  - (k) MUNICIPAL WATER SUPPLY
  - (l) SANDY LOAM - SCATTERED BOULDERS
  - (m) SEE PLAN
  - (n) YEAR ROUND ROAD MAINTENANCE, HYDRO, BELL & GARBAGE NIL

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

*T. Koli*  
 TRACEY KOLOS  
 REGISTERED CO-OWNER OF  
 PIN 49127-0478 (LT) &  
 PIN 49127-0933 (LT)

*Dimitrios Koli*  
 DIMITRIOS (ANNY) KOLOS  
 REGISTERED CO-OWNER OF  
 PIN 49127-0478 (LT) &  
 PIN 49127-0933 (LT)

**BEARING NOTE**  
 BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE NORTHERLY LIMIT OF PART 1, PLAN 36R-12000 HAVING A BEARING OF N69°24'40"E.

**ELEVATIONS**  
 ELEVATIONS ARE GEODETIC DERIVED FROM RTK GPS OBSERVATIONS USING THE CAN-NET NETWORK.

**LAND USE ANALYSIS**  
 LOTS 1 TO 7 - RESIDENTIAL - 0.83 ha  
 BLOCK B - 0.66 ha  
 ROADS - NIL  
 TOTAL AREA OF SUBDIVISION = 0.89 ha

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN ON THIS PLAN.

NORTH BAY, ONTARIO  
 OCTOBER 11, 2011  
 PAUL GOODRIDGE, BSc  
 ONTARIO LAND SURVEYOR

**GPS GOODRIDGE PLANNING & SURVEYING**  
 ONTARIO LAND SURVEYOR - LAND USE PLANNER  
 116 BYERS ROAD, CALLANDER, ON P0H 1H0  
 B. 705-722-4023 E. GPS@ONTARIO.NET

FIELD	OFFICE	FILE
PG	PG	1301

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

Report No. CORP 2012-87

Date: June 19, 2012

Originator: Karrie Lepoudre

Subject: Capital Budget Project No. 3215GG  
Corporate Security Study

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**RECOMMENDATION**

That a Capital Expenditure By-law be presented to Council to authorize the Corporate Security Study, being 2012 Capital Budget Project No. 3215GG, at a net debenture cost of \$50,000.00.

---

**BACKGROUND**

The 2012 Capital Budget includes an amount of \$50,000.00 for the Corporate Security Study, being 2012 Capital Budget Project No. 3215GG.

The Corporation of the City of North Bay provides services to a variety of interests within the City through its municipal operations. As a result of increased concerns for employee and public safety during business transactions the City is examining opportunities within its public access buildings to increase the level of safety and security for all parties while still fully maintaining accessible customer services. A preliminary examination of the services provided indicates some areas that appear to be at greater risk than others and the City is seeking an experienced third party to perform a thorough review of the sites and services and provide recommendations as to how the City may improve the security in areas without restricting or limiting customer services.

A Schedule to the proposed by-law is submitted for consideration of Council:

Corporate Security Study	\$47,500.00
Financing Costs	<u>2,500.00</u>
Net Debenture Cost	\$50,000.00

---

**OPTIONS ANALYSIS**

Option # 1: That a Capital Expenditure By-law be presented to Council to authorize the Corporate Security Study, being 2012 Capital Budget Project No. 3215GG, at a net debenture cost of \$50,000.00.

Option # 2: Cancel the Corporate Security Study for this year.

This option is not recommended.

---

### **RECOMMENDED OPTION**

Option # 1: That a Capital Expenditure By-law be presented to Council to authorize Corporate Security Study, being 2012 Capital Budget Project No. 3215GG, at a net debenture cost of \$50,000.00.


---

Respectfully submitted,


Karrie Lepoudre  
Manager of Safety

Attachment – Budget Summary Sheet  
W:\CLERK\CATHY\KARRIE.doc

We concur in this report and recommendation.

  
\_\_\_\_\_  
Managing Director of Corporate  
Services – Lea Janisse

  
\_\_\_\_\_  
Supervisor - Budgets & Financial  
Reporting - Laura Boissonneault

  
\_\_\_\_\_  
Chief Financial Officer/Treasurer -  
Margaret Karpenko

  
\_\_\_\_\_  
Chief Administrative Officer -  
D. G. Linkie

Personnel designated for continuance: Catherine Conrad, City Clerk

## Project Summary

<b>Project Number:</b>	3215GG
<b>Title:</b>	CORPORATE SECURITY STUDY
<b>Asset Type:</b>	OPERATING/MAINTENANCE - General Government
<b>Division:</b>	General Government
<b>Budget Year:</b>	2012
<b>Scenario Name:</b>	Main <span style="float: right;">Active: Yes</span>
<b>Budget Status:</b>	Staff Input
<b>Regions:</b>	
<b>Project Type:</b>	GENERAL GOVERNMENT

<b>Project Description</b>			<b>Project Comments</b>		
To provide for a corporate wide security study.					
<b>Scenario Description</b>			<b>Scenario Comments</b>		
<b>Project Forecast</b>			<b>Project Detailed 2012</b>		
Budget Year	Total Expense	Total Revenue	Difference	GL Account	Description
2012	50,000	50,000	0		
	50,000	50,000	0		
					<b>Total Expense:</b>
					50,000
					<b>Total Revenue:</b>
					50,000
<b>Related Projects</b>			<b>Operating Budget Impact</b>		
<b>Year Identified</b>	<b>Start Date</b>	<b>Project Partner</b>	<b>Manager</b>		<b>Est. Completion Date</b>
2012					

## REPORT TO Council

**Report No:** CSBU 2012 - 54

**Date:** June 25, 2012

**Originator:** Grant Love, Fire Chief

**Subject:** ARFF Vehicle Replacement, Project #6063FD

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**RECOMMENDATION**

That NBFES proceed, via the Request for Proposal process, to replace our current 1993, 1500 Oshkosh Airport Emergency Response Vehicle.

---

**BACKGROUND**

Unit 99 - 1993 Airport Crash Fire Rescue (ARFF) Vehicle, was scheduled in the 2012 Capital Budget vehicle replacement program for refurbishment due to its age and ongoing mechanical issues.

Currently, we are having some difficulty finding a reputable contractor who specializes in this type of vehicle refurbishing and at a reasonable cost. Another consideration being made is if the vehicle was to be refurbished, the unit still includes older technology, wiring, operability etc., and there is a concern that parts may become difficult to obtain as time goes on. Going forward with a refurbished unit may lead to substantial higher future costs for up-keep and potential downtime during extended maintenance, which in turn could severely impact response capability for an airport emergency.

Upon further reflection and in consultation with our mechanic, we have come to the conclusion that it would be a wiser investment to replace the existing ARFF vehicle with a new unit which would provide the latest technology and better service our Airport in a professional, efficient and cost effective manner.

The City of North Bay had been approached by a sales representative to sole source and receive the same unit price as offered to Brandon Manitoba Airport. After consultation with the Chief Financial Officer and the CAO it was determined that a competitive process would be more transparent and may lead to financial savings.

In early 2012, the City received a quote for \$830,000, the sole source using the tender price from Brandon Manitoba Airport was \$618,800. It must be noted that the reason for a price difference is that several options were removed and the tender price is firm and a quoted price is based on budget. Lastly, we have been advised that the Tender process for Brandon Manitoba resulted in 2 responses when a review of the market indicates that there are 3-5 manufacturers across North America.

We recommend that we proceed with an RFP, to obtain competitive pricing from the vendors available in North America who can provide an ARFF vehicle that meets or exceeds our minimum requirements.

---

## **PROJECT FINANCING**

The change in approach will require some financing adjustments as a new purchase will cost more than refurbishment. Since the outcome of the RFP process is unknown until a future time the summary below represents the initial plan.

The approved 2012 Capital Budget allocated funds for Fire Vehicle Replacement in the amount of \$570,000, less finance costs of \$27,000, for a balance of \$543,000 of which \$353,000 was earmarked for the refurbishment of an existing ARFF vehicle. The program also included the replacement of two Chief/Incident Safety Vehicles and a Platoon Chief Command Vehicle. The tendered costs of the Chiefs/Incident Safety Vehicles and the Platoon Chief Command Vehicle came in lower than expected, in part due to changes in model lines and availability, thus allowing more budget dollars for the ARFF vehicle.

Additional, unspent funding is available from the associated 2010 and 2011 Fire Vehicle Replacement projects, \$5,632.26 and \$81,129.58 accordingly. We propose that the current savings in the 2012 Capital Project 6063FD and the unspent funding from 2010 and 2011 be used towards the purchase of a new 2012 ARFF vehicle.

### Summary of current 2012 Capital Project 6063FD includes:

Budget	\$543,000.00 (after finance charges)
Chief / IS vehicles	82,000.00 (including equipment / lighting / siren etc. transfer)
Command Vehicle	<u>50,000.00</u> (including equipment and interior layout-in progress)
Residual Balance	\$411,000.00

### Summary of funds available for a new ARFF Vehicle:

2010 funding	\$ 5,632.26
2011 funding	81,129.58
2012 Budget	<u>411,000.00</u> (See above)
Total available funds	\$497,761.84

If we rely on the Brandon experience a new replacement ARFF is estimated to be \$618,800.00 (plus HST).

---

The additional required funding needed to purchase the ARFF unit is estimated to be \$132,000. The full amount of the ARFF would not be paid for in full until the unit is received sometime in 2013. It is anticipated that the RFP would be issued and closed in 2012. Any remaining required funds would be allocated during the 2013 budget process. At this time it has been identified that the 2013 budget as approved within the 2012 Capital Budget contains dollars earmarked for the replacement of an emergency generator, project No. 3408FD and that these dollars can be re-allocated to the ARFF project to complete the funding.

Please note, additional savings may arise from trade-in of the old unit and there could be the opportunity for additional savings for early partial or full payment upon time of order (as indicated by the dealer).

---

### **OPTIONS / ANALYSIS**

#### Option # 1:

That NBFES proceed, via the Request for Proposal process, to replace our current 1993, 1500 Oshkosh Airport Emergency Response Vehicle.

#### Option # 2:

That NBFES proceed with the initial plan to refurbish the unit.


---

### **RECOMMENDED OPTION**

Option 1 is recommended:

That NBFES proceed, via the Request for Proposal process, to replace our current 1993, 1500 Oshkosh Airport Emergency Response Vehicle using existing residual funding from recent vehicle replacement projects, and that the balance of required funds be allocated within the 2013 Budget.

Respectfully submitted,



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Grant Love  
Fire Chief

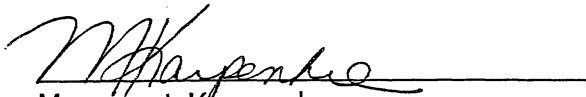
GL/dlb



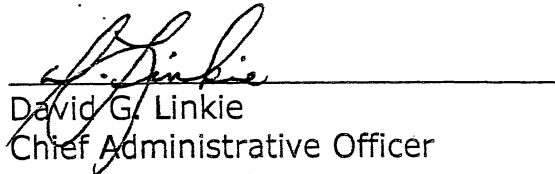
We concur in this report and recommendation.



Laura Boissonneault  
Supervisor, Budgets & Financial  
Reporting



Margaret Karpenko  
Chief Financial Officer / Treasurer



David G. Linkie  
Chief Administrative Officer

REPORT TO COUNCIL

**Report No:** CSBU 2012 - 55

**Date:** June 25, 2012

**Originator:** Dorothy Carvell, Transit Manager

**Subject:** Governance Agreement for the Joint Procurement of Specialized Transit Buses

---

**RECOMMENDATION**

1. That Council enter into a Governance Agreement for the Joint Procurement of one (1) Specialized Transit Bus for the years 2012 and one option year of 2013 with the Province of Ontario represented by the Minister of Transportation for the Province of Ontario.
2. That the City Clerk be authorized to prepare and present a By-Law to authorize the execution of the Governance Agreement.

---

**BACKGROUND**

1. The Province of Ontario has been partnered with Municipalities on a Joint Procurement Initiative Program for Conventional Transit Buses. The intention of the program was to establish a basic standard for procurement of buses and to gain savings through combining the needs of various municipalities. North Bay has been a participant in this group since 2007 by way of Resolution No. 2007-536 and Resolution No. 2008-427.
2. The Province of Ontario, in 2009, partnered with Municipalities and Entities that provide Transit services to persons with disabilities, Joint Procurement Initiative Program for Specialized Transit Buses. There are 20 Municipalities and Entities entering into the program.
3. As outlined in Report To Council CSBU #2008-69, North Bay has experienced many advantages in being part of the Conventional Transit Procurement Program.
4. In 2009, the new Joint Procurement Program for Specialized Buses spanned one year, 2010 with option years of 2011 and 2012. This was passed by Council, Resolution No. 2009-728.
5. The original tender for Specialized Buses was cancelled as no manufacturer could give a price for the new 2010 Emission Chassis. The tender was then resubmitted in 2010, but only for one year. North Bay Transit received one unit under this agreement.

- 
6. This new Governance Agreement therefore spans the year 2012 with one option year 2013.
  7. The expected life span of a Parabus is 6 to 7 years. The oldest Parabus in North Bay's fleet is now 5 years old. Transit will not require a new Parabus for the year 2012.
  8. It is recommended to maintain our standing with the Joint Procurement process and therefore enter into this Governance Agreement.
  9. In the event the City's Capital Budget does not include one Specialized Transit Unit in any of the program years, then the City has the option, under the Joint Procurement program for Specialized Buses, of not purchasing any buses for that year. This is the case for 2012.

---

### **ANALYSIS/OPTIONS**

#### Option 1:

1. That Council enter into a Governance Agreement for the Joint Procurement of one (1) Specialized Transit Bus for the years 2012 and one option year of 2013 with the Province of Ontario represented by the Minister of Transportation for the Province of Ontario.
2. That the City Clerk be authorized to prepare and present a By-Law to authorize the execution of the Governance Agreement. Although a Parabus Unit is not planned for 2012, it is important North Bay Transit remain part of the Joint Procurement process for continuity.

#### Option 2:

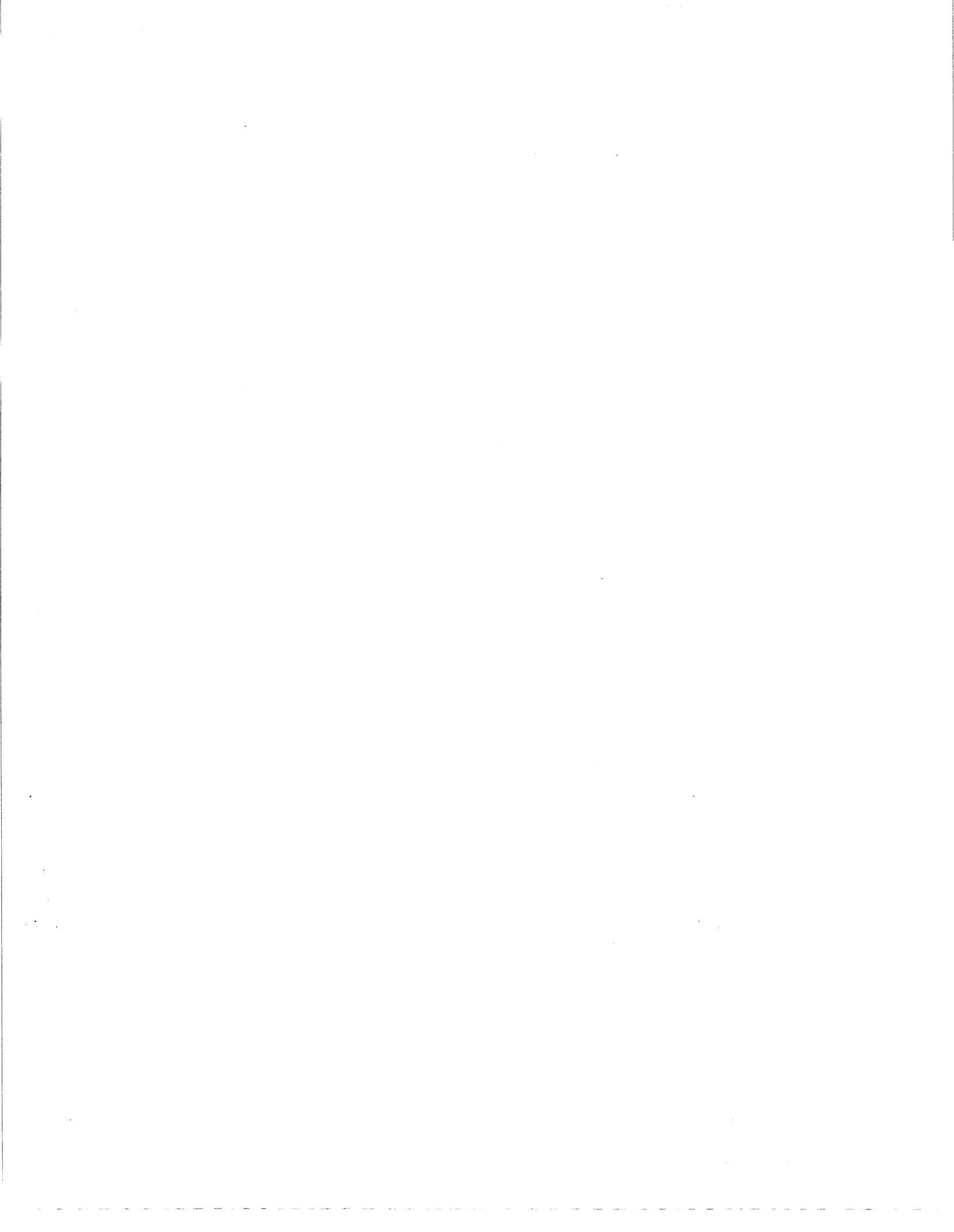
That Council does not sign the Governance Agreement for Joint Procurement Program for Specialized Buses. This would result in Transit not being able to participate in the program, thereby losing out on the savings generated by the program.

---

### **RECOMMENDED OPTION / FINANCIAL IMPLICATIONS**

#### Option 1:

1. That Council enter into a Governance Agreement for the Joint Procurement of one (1) Specialized Transit Bus for the years 2012 and one option year of 2013 with the Province of Ontario represented by the Minister of Transportation for the Province of Ontario.
2. That the City Clerk be authorized to prepare and present a By-Law to authorize the execution of the Governance Agreement.



Respectfully submitted,



Dorothy Carvell  
Transit Manager

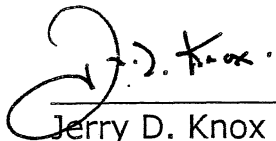


Paul Valenti  
Purchasing Manager

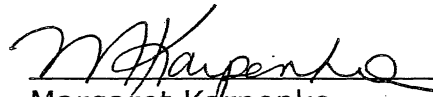
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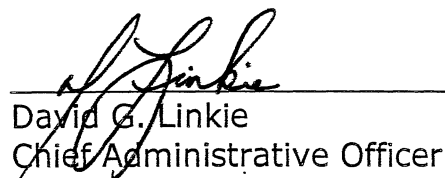
We concur with this report and recommendations.



Jerry D. Knox  
Managing Director, Community Services



Margaret Karpenko  
Chief Financial Officer/ TREASURER



David G. Linkie  
Chief Administrative Officer

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**GOVERNANCE AGREEMENT FOR THE JOINT PROCUREMENT  
OF SPECIALIZED TRANSIT BUSES**

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**December 15, 2011**

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**GOVERNANCE AGREEMENT  
FOR THE  
JOINT PROCUREMENT OF SPECIALIZED TRANSIT BUSES**

THIS AGREEMENT is effective as of the • day of •, 2011.

**A M O N G:**

**METROLINX**

- AND -

**THE CORPORATION OF THE CITY OF BARRIE**

- AND -

**THE CORPORATION OF THE CITY OF CORNWALL**

- AND -

**THE REGIONAL MUNICIPALITY OF DURHAM**

- AND -

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

- AND -

**HAGI COMMUNITY SERVICES FOR INDEPENDENCE**

- AND -

**KINGSTON ACCESS SERVICES**

- AND -

**CITY OF HAMILTON**

- AND -

**THE CORPORATION OF THE CITY OF KENORA**

- AND -

**LANARK TRANSPORTATION ASSOCIATION**

- AND -

THE CORPORATION OF THE CITY OF NORTH BAY

- AND -

THE CORPORATION OF THE TOWN OF OAKVILLE

- AND -

OC TRANSPORATION CORPORATION

- AND -

THE CORPORATION OF THE CITY OF ORILLIA

- AND -

THE CORPORATION OF THE CITY OF SARNIA

- AND -

THE CORPORATION OF THE CITY OF ST. THOMAS

- AND -

THE CORPORATION OF THE CITY OF WELLAND

- AND -

THE REGIONAL MUNICIPALITY OF YORK

**WHEREAS** Metrolinx has been working with Ontario municipal specialized transit systems and entities that provide specialized transit services under contract to municipalities and entities that receive provincial funding to provide transit services to persons with disabilities in a municipality to jointly develop detailed common vehicle specifications for low-floor and high-floor Specialized Transit Buses that can be used for a joint Procurement;

**AND WHEREAS** the Parties wish to:

- a. Reduce the unit cost of buses by consolidating municipal Specialized Transit Bus orders to achieve the volumes required to attain economies of scale for municipal transit systems and their municipally-funded specialized transit service providers.

- b. Avoid costs by standardizing the Request for Proposal documents including vehicle specifications, terms and conditions.
- c. Avoid costs and reduce time associated with the bus procurement process allowing transit systems to focus on core competency.
- d. Improve buying power and delivery schedules for specialized transit systems.
- e. Reduce uncertainty for manufacturers through longer production runs, predictability, and performance-based specifications.

## **ARTICLE I: PRINCIPLES OF TRANSIT BUS PROCUREMENT**

### **1. Key Principles**

This Agreement shall be guided by the following key principles:

- a. Metrolinx shall comply with any Procurement Policies which it is required to follow when issuing any RFP whereby proposals will be evaluated.
- b. Participation by Purchasers in a joint Procurement is voluntary up to five (5) Business Days following the Steering Committee's recommendations that Metrolinx enter into the Master Agreement with the successful Proponent, pursuant to Section 25 (Award of a Master Agreement).
- c. The term of a Master Agreement shall be for one year with the option to extend the Master Agreement for an additional one year (the "Option Year").
- d. Subject to Section 15 (Procurement Process), the decision on whether or not to exercise the right to extend for the Option Year and, to the extent the Option Year is exercised, the number of Specialized Transit Buses to be purchased, rests exclusively with each of the respective Purchasers.
- e. Metrolinx shall work with a Steering Committee in undertaking a Procurement.
- f. Metrolinx will facilitate the Purchasers' Procurement of Specialized Transit Buses.
- g. Ownership of the Specialized Transit Buses and legal obligations related to the Procurement of the Specialized Transit Buses shall reside exclusively with the respective Purchasers.
- h. Metrolinx and the Purchasers will cooperate fully on all aspects of the joint Procurement including timely sharing of information and on-going two way communication to promote informed decision making and budgeting.

## **ARTICLE II: STEERING COMMITTEES**

### **2. Steering Committee Membership**

For each RFP intended to be issued by Metrolinx pursuant to Section 6(a) (Decisions of a Steering Committee), there shall be a Steering Committee

comprising one representative from each of Metrolinx (the "Metrolinx Member"), GO Transit (to the extent that GO Transit is participating in that RFP), and one representative from each Purchaser under that RFP. For each Steering Committee, Metrolinx, GO Transit (as applicable), and each Purchaser may also appoint one Alternate Member, who can act on the Member's behalf in the Member's absence at Steering Committee meetings.

**3. Council By-Law, Resolution**

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

**4. Votes**

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

**5. Quorum**

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

**6. Decisions of a Steering Committee**

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

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

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

All other decisions of a Steering Committee require the concurrence of a majority (51%) of the Steering Committee Members present at a meeting and eligible to vote.

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

#### **7. Sub-committees**

Each Steering Committee will establish sub-committees, as needed, which will include one representative from each Purchaser wishing to participate on such sub-committees, GO Transit, should it elect to participate on such sub-committees, and one representative from Metrolinx. When establishing sub-committees, a Steering Committee will establish the procedures, including quorum requirements and voting rights for the sub-committee. Each Steering Committee will establish an evaluation committee to evaluate the proposals of the Proponents for the relevant RFP and make recommendations to the Steering Committee. Notwithstanding the above, the Metrolinx Member shall not have representation on the evaluation committee but may be present as an observer and/or to facilitate the evaluation process.

#### **8. Binding Decisions**

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

#### **9. Regular Meetings**

Each Steering Committee shall meet at least quarterly and may meet more often where the Chair of such Steering Committee notifies the Parties in writing of any special meeting required in accordance with Section 10 (Special Meetings).

#### **10. Special Meetings**

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

#### **11. Location of meetings**

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

## **12. Responsibilities of Steering Committee**

In addition to the other responsibilities provided for in this Agreement, each Steering Committee shall:

- a. approve the appointment of a Chair;
- b. approve the common specifications for a Base Bus;
- c. recommend the terms and conditions of the relevant RFP including the proposed Supplier agreements forming a part of such RFP;
- d. recommend the issuance of an RFP pursuant to Section 6(a) (Decisions of a Steering Committee);
- e. consider the recommendations of the evaluation committee related to the evaluation of the RFP proposals received;
- f. subject to Section 25 (Award of a Master Agreement), recommend that Metrolinx enter into a Master Agreement that sets out the terms and conditions of the Procurement with the successful Proponent, as well as any amendments to such Master Agreement;
- g. subject to this Agreement establish rules and procedures regarding its meetings;
- h. approve the implementation schedule for each Procurement;
- i. establish a Communication Plan in cooperation with Metrolinx for each Procurement; and
- j. be responsible for any other matter required to be approved by the Steering Committee in order to carry out the intent and purpose of this Agreement.

## **13. Responsibilities of Chair**

The responsibilities of a Steering Committee Chair include:

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

# **ARTICLE III: PROCUREMENT APPROACH**

## **14. Vehicle Specification**

The Specialized Transit Bus specification(s) will be primarily performance-based, identifying minimum performance requirements rather than specific components and enabling all qualified Proponents the flexibility to bid in the most efficient, cost-

effective manner. The intent is to provide a common Base Bus for each Procurement; however, Purchasers will have the ability to select alternative components to those specified, based upon an Options list provided by the successful Proponent. The Proponent's proposal must include pricing for these optional components.

## **15. Procurement Process**

Subject to this Agreement, the specific terms of the RFP and the Master Agreement, each Procurement is intended to identify a Supplier as the exclusive Supplier of that Specialized Transit Bus for the term of the relevant Master Agreement for Purchasers who do not elect to terminate their participation in the Procurement pursuant to Section 36 (Termination Without Cause by a Purchaser). The option to extend for the Option Year will be at the sole discretion of each Purchaser, each of whom shall have the right to exercise the Option Year or not in accordance with the Master Agreement and their Bus Purchase Agreement. Upon exercise of the Option Year by any Purchaser under section 56 (Option Year), the successful Proponent will be the exclusive Supplier of Specialized Transit Buses to such Purchaser during the Option Year in accordance with the terms of the Master Agreement and the relevant Bus Purchase Agreement.

## **16. Supplier**

A Supplier procured pursuant to an RFP:

- a. be given an exclusive contract for the Term; therefore, Purchasers that plan to procure Specialized Transit Buses during the Term and that have not withdrawn in accordance with Section 36 (Termination Without Cause by a Purchaser) must purchase Specialized Transit Buses from the successful Supplier on an exclusive basis;
- b. not be contractually guaranteed the purchase of any particular number of Specialized Transit Buses under the relevant Master Agreement; and
- c. be advised by the Purchasers of their respective Specialized Transit Bus orders upon approval of funding from their respective municipal councils or board of directors, as the case may be, on or around March 31 of each year of the Term and, where applicable, the Option Year, to facilitate Specialized Transit Bus delivery in that year

## **17. Master Agreement**

On the recommendation of the Steering Committee in accordance with Section 25 (Award of Master Agreement) and in compliance with Section 45 (Governing Laws and Agreement) and any Procurement Policies required to be followed by it, Metrolinx may sign a Master Agreement with the successful Proponent for each completed RFP that will establish the Supplier for each Master Agreement. Notwithstanding the foregoing, as the issuer of the RFP and signatory to the Master Agreement, Metrolinx retains final discretion on whether or not to execute any



Master Agreement. The Master Agreement will specify the terms and conditions of the Procurement and costing for the Base Bus as well as pricing for additional Options that can be selected by Purchasers. General terms and conditions that apply to all Purchasers will be contained in each Master Agreement

#### **18. Bus Purchase Agreement with Supplier**

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

#### **19. Timing**

Subject to the terms of this Agreement, the RFPs are anticipated to be issued by Metrolinx no later than October 2011 to accommodate delivery of Specialized Transit Buses in the fiscal year ending March 31, 2013 and the Option Year ending March 31, 2014. These timelines are estimates only and are subject to change by Metrolinx, in its sole discretion, acting reasonably.

#### **20. Issuance of RFP**

Metrolinx shall conduct each Procurement in accordance with this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law. The Procurement shall include:

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

The cost of the joint Procurement process shall be borne by Metrolinx; provided however, that Metrolinx shall not be responsible for any costs incurred by any Purchaser relating to such process including without limitation those of a Purchaser

who elects not to participate under Section 36 (Termination Without Cause by a Purchaser).

## **21. Project Engineer**

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

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

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

## **22. Bus Inspector**

Metrolinx shall retain and fund the services of a Bus Inspector to oversee the production of the Specialized Transit Buses at the Supplier's manufacturing location from the start of production until delivery to the Purchasers of Specialized Transit Buses ordered prior to June 15, 2012 and June 15, 2013 of the Option Year. In order to qualify for the Bus Inspector's services, a copy of the Purchaser's Bus Purchase Agreements and related order(s) must be provided by the Purchasers to Metrolinx no later than the dates specified herein.

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

A series of in-plant inspections will be conducted at the following key stages of production:

- Modified OEM chassis
- Passenger compartment structure (prior to paneling installation)

- Completed bus
- Pre-delivery tests

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

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

### **23. Fairness Commissioner**

Notwithstanding anything in this Agreement to the contrary, Metrolinx shall alone and in its sole and absolute discretion, procure, retain and provide funding for the services of an independent fairness commissioner. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of the RFP and any Procurement Policies required to be followed by Metrolinx.

### **24. Evaluation of Proposals for each RFP**

The Parties agree that:

- a. an evaluated award approach will be used in awarding each Master Agreement.
- b. an evaluation committee, consisting of a representative from each Purchaser who chooses to participate on the evaluation committee, will conduct the evaluation of proposals in compliance with any Procurement Policies required to be followed by Metrolinx and will include the following:
  - i. Stage I will consist of a review to ensure all of the mandatory submission requirements have been met.
  - ii. Stage II will consist of a review to ensure all of the mandatory technical requirements have been met.
  - iii. In stage III, the evaluation committee will score the rated items in each qualified proposal.
  - iv. Stage IV will occur after the completion of stage III, when the sealed pricing envelope for each qualified proposal will be opened and the Base Bus price and total spare parts basket price(s) will be evaluated and scored.
  - v. At the conclusion of stage IV, all scores from stage III and stage IV will be added to determine the overall highest scoring qualified Proponent.

Proponents must successfully complete each stage of the evaluation prior to proceeding to the next stage as listed above. If the mandatory requirements are not met, proposals may be rejected and not evaluated further. The Metrolinx Member shall be entitled to attend all meetings of the evaluation committee, but shall not evaluate proposals.

## **25. Award of a Master Agreement**

- a. Each Steering Committee may recommend that Metrolinx award a Master Agreement to the overall highest scoring qualified Proponent identified by the respective evaluation committee by sending written notification thereof to Metrolinx.
- b. Notwithstanding Section 25(a) (Award of a Master Agreement), each Steering Committee reserves the right not to recommend awarding a Master Agreement to any Proponent if, in the view of two-thirds or more of Steering Committee Members eligible to vote, no Proposal is acceptable based on the terms and conditions of the RFP. If at least two-thirds of the Steering Committee Members eligible to vote agree that no proposal is acceptable, they may agree to recommend to Metrolinx that the RFP be cancelled and each Purchaser shall thereafter be free to obtain the Specialized Transit Buses which were the subject of the RFP, subject to the survival of and the Purchaser's continued compliance with the specific terms of this Agreement, including without limitation confidential and conflict of interest.
- c. Following a Steering Committee's recommendation to Metrolinx to award a Master Agreement and in accordance with Section 36 (Termination Without

Cause by a Purchaser), Purchasers shall have five (5) Business Days following the Steering Committee's recommendation to decide whether they will participate or terminate their participation under this Agreement without cause. Following these five (5) Business Days, Metrolinx shall wait at least three (3) Business Days before executing the Master Agreement and notifying the successful Supplier.

- d. Metrolinx's execution of a Master Agreement is subject to Metrolinx's rights under Section 17 (Master Agreement).

## **ARTICLE IV: LIABILITY**

### **26. No Metrolinx Liability**

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

- a. Metrolinx will not be liable or responsible for any act or omission of the Purchaser or the Supplier in relation to Deliverables under any Master Agreement and/or any Bus Purchase Agreement. In no case whatsoever will Metrolinx be responsible or liable for the cost of any Deliverables under a Bus Purchase Agreement.
- b. Metrolinx shall not be liable or responsible in any way whatsoever and the Purchasers agree that they shall satisfy themselves as to the suitability of the Deliverables for their purposes, including without limitation the Deliverables compliance with applicable laws, policies, safety, licensing, funding and insurance requirements as such may apply to the Purchaser's provision of specialized transit services in its jurisdiction and/or its acquisition of Specialized Transit Buses hereunder, and including without limitation and by way of example only the Canadian Content Policy.
- c. Metrolinx has not endorsed, recommended or approved the suitability of a Supplier or its Deliverables for a Purchaser.
- d. Each Purchaser shall be responsible for obtaining its own professional advice, including its own independent legal advice in respect of its execution of this Agreement, its participation hereunder, and its completion of a Bus Purchase Agreement, if any. Each Purchaser may include such additional business and legal terms and conditions to the Bus Purchase Agreement as it sees fit in the circumstances provided that the required terms of the Bus Purchase Agreement approved by the Steering Committee (the "Required

Terms”) are wholly retained and provided further that such additional terms and conditions are not inconsistent with the terms and conditions of the relevant Master Agreement and the Required Terms.

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

## **ARTICLE V: ROLES AND RESPONSIBILITIES**

### **27. Roles and Responsibilities of Metrolinx**

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

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

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

## **ARTICLE VI: PURCHASERS**

### **28. Steps Required to Become a Purchaser**

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

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

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

## **29. Representations and Warranties of Purchaser**

- a. Each Purchaser covenants, represents and warrants to Metrolinx that:
  - i. it is a validly existing legal entity under the laws of its relevant jurisdiction;
  - ii. it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms, including the entering into joint Procurement arrangements and has passed any necessary by-law or resolution and has complied with its own procurement requirements;
  - iii. it will take all necessary steps to ensure that it has all approvals (including budget approvals) which are required in order to carry out the Procurement;
  - iv. its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents, by-laws, or any other agreements, ordinances or laws to which it is a party;
  - v. it has not entered into any agreement or arrangement that would restrict the ability of Metrolinx to perform its obligations under this Agreement, and
  - vi. unless it has withdrawn from this Agreement under Section 36 (Termination Without Cause by a Purchaser) it will not enter into any new contract or contract extension with any supplier other than the Supplier for the Deliverables specified in the Master Agreement without the prior written approval of Metrolinx unless the Supplier cannot provide the Deliverables on a timely basis or has not met the requirements under the Master Agreement or Bus Purchase Agreement as determined by the Steering Committee, acting reasonably.



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

### **30. Addition of Purchasers to this Agreement**

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

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

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

In addition to the foregoing and notwithstanding anything in this Agreement to the contrary, within twelve (12) months of the Effective Date the Parties will revisit the terms applicable to the inclusion and addition of non-municipal and non-provincial Purchasers to this Agreement and recommend amendments to the Agreement to this end, if appropriate. Any amendment shall be effected only by instrument in writing executed by each of the Parties in accordance with Section 61 (Amendment).

## **ARTICLE VIII: DEFAULT, ENFORCEMENT AND TERMINATION**

### **31. Event of Default**

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

- a. if any representation or warranty made by a Purchaser in this Agreement or any documentation delivered to Metrolinx by such

- Purchaser pursuant hereto shall be materially false or misleading in any respect;
- b. if a Purchaser is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried by such Purchaser;
  - c. if Metrolinx is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried by Metrolinx; or
  - d. if Metrolinx, a Purchaser or any of their respective advisors, partners, directors, commissioners, officers, Personnel, agents, representatives, or contractors has breached the requirements of Section 53 (No Conflict of Interest) and Section 54 (Confidential Information).

### **32. Metrolinx Remedies for Event of Default by Purchaser**

Notwithstanding any other rights which Metrolinx may have under this Agreement, if an Event of Default by a Purchaser has occurred, Metrolinx shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by Metrolinx, Metrolinx has first given written notice of the Event of Default to the defaulting Purchaser and the defaulting Purchaser has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as Metrolinx may consent in writing:

- a. Metrolinx may terminate the defaulting Purchaser's right to participate in the Procurement by giving the defaulting Purchaser at least thirty (30) calendar days prior written notice of the termination date. As of the termination date:
  - i. the defaulting Purchaser shall no longer participate in the Procurement; and
  - ii. the defaulting Purchaser shall no longer be a Purchaser for the purpose of this Agreement;
- b. subject to Article X (Dispute Resolution), Metrolinx may avail itself of any other legal remedies that may be available to it under law or in equity.

### **33. Purchaser Remedies for Event of Default by Metrolinx**

If an Event of Default by Metrolinx has occurred, as determined by the Steering Committee, a Purchaser shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by the Steering Committee, the Steering Committee has first given written notice of the Event of Default to Metrolinx and Metrolinx has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as the Steering Committee may consent in writing:

- a. the Purchaser may, subject to Section 38 (Obligations Survive), terminate its participation in this Agreement by giving Metrolinx at least thirty (30) calendar days prior written notice of the termination date.

- b. subject to Article X (Dispute resolution), each Purchaser may avail itself of any other legal remedies that may be available to it at law or in equity.

**34. Termination Without Cause by Metrolinx**

Metrolinx may terminate this Agreement at any time, without cause, by delivering written notice, in accordance with Section 39 (Address for Notices), to that effect to each Purchaser, which notice shall be effective sixty (60) calendar days following delivery of the notice by Metrolinx. Any outstanding payment obligations of the Purchasers remaining as of the date of termination shall remain in effect.

**35. Effect of Termination Without Cause by Metrolinx**

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

**36. Termination Without Cause by a Purchaser**

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

**37. Termination after Award by a Purchaser**

Subsequent to the award of a Master Agreement, a Purchaser is required to engage in the joint Procurement to the extent permitted by the amount of funding approved by that Purchaser's approving authority for the purchase of Specialized Transit Buses for the term of the Master Agreement and a Purchaser shall not purchase Specialized Transit Buses from any party other than the Supplier during this period. In addition to any other remedies which may be available to Metrolinx, failure to comply with this provision may result in the Province of Ontario withholding any applicable Provincial vehicle funding as may be applicable.

**38. Obligations Survive**

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

Where Metrolinx terminates this Agreement pursuant to Section 34 (Termination Without Cause by Metrolinx), it shall remain responsible for all costs to which it is obligated under this Agreement up to the termination date.

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

## **ARTICLE IX: NOTICE**

### **39. Address for Notices**

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

Attn.: Project Manager  
Transit Procurement Initiative  
Metrolinx  
20 Bay Street, Suite 600  
Toronto, ON M5J 2W3  
Fax: (416) 869-1794

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

## **ARTICLE X: DISPUTE RESOLUTION**

### **40. Legal Remedies for Disputes**

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

### **41. Disputes with Supplier**

Each Purchaser shall be solely responsible for dealing with any Disputes that may arise between it and the Supplier.

### **42. Three-Tiered Dispute Resolution**

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

### **43. Performance to continue**

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

### **44. Dispute cost**

The Parties shall bear and be responsible for their own costs in connection with or relating to any Dispute. Except for Metrolinx, the Parties in a Dispute shall share equally the costs related to any Disputes with the Supplier arising out of a Dispute related to the Master Agreement.

## **ARTICLE XI: Interpretation of Agreement**

#### **45. Governing Laws and Agreement**

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

#### **46. Severability**

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

#### **47. Entire Agreement**

- a. This Agreement shall constitute the entire Agreement and understanding between the Parties relating to the matters dealt with and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied, existing between the Parties at the Effective Date with respect to the subject of this Agreement. None of the Parties shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement or as mandated by federal or provincial law.
- b. The following Schedules are attached to and form a part of this Agreement:
  - Schedule "A" – Definitions and Interpretation;
  - Schedule "B" – Dispute Resolution;
  - Schedule "C" – Communication Plan;
  - Schedule "D" – Confidentiality Provisions;
  - Schedule "E" – Purchaser Information Sheet;
  - Schedule "F" – Sample Council/Board/Commission By-Law/Resolution;
  - Schedule "G" – Confidentiality Agreement;
  - Schedule "H" – Confirmation Agreement
  - Schedule "I" – Ministry of Transportation Canadian Content for Transit Vehicle Procurement Policy

#### **48. No Partnership, Joint Venture or Corporation**

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

#### **49. Members of Council, Officers, Agents, etc.**

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

**50. No Fiduciary Duties**

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

**51. Conflict**

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

**52. Number and Gender**

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

**ARTICLE XII:  
CONFLICT OF INTEREST**

**53. No Conflict of Interest**

No Purchaser nor any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors shall engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actual or potential) with the terms and conditions set out in this Agreement or any of the Procurements, RFPs, Master Agreements and Bus Purchase Agreements contemplated or completed under this Agreement. Each Purchaser acknowledges and agrees that it shall be a conflict of interest for it to use Confidential Information relevant to the Procurement, including without limitation proposals and pricing information, where Metrolinx has not specifically authorized such use unless the Confidential Information relates solely to that Purchaser and has been provided by that Purchaser. Where a Purchaser exercises its right to terminate its participation in the Procurements in accordance with Section 36 (Termination Without Cause by a Purchaser), it shall not be entitled to contract with the Supplier for the purchase of Specialized Transit Buses which were the subject matter of the RFP, during the term of the Master Agreement.

**ARTICLE XIII:  
CONFIDENTIAL INFORMATION**

**54. Confidential Information**

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

**ARTICLE XIV:  
Term**

**55. Term**

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

**56. Option Year**

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

**ARTICLE XV:  
GENERAL**

**57. No Waiver**



- a. The benefit of any provision of this Agreement may be waived in whole or in part by the Party for whose benefit the provision operates and any Party may waive any or all of its rights in the event of a breach of any provision of this Agreement by another Party. A waiver is binding on the waiving Party only if it is in writing. A waiver may be absolute or may be limited in any way as to duration or scope.
- b. The failure by one of the Parties to insist in one or more instances on the performance by another Party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Party of its right to require future performance of any such terms or conditions, and the obligations of such other Party with respect to such future performance shall continue to be in full force and effect.

### **58. Force Majeure**

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

### **59. Remedies Cumulative**

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

**60. Survival**

Articles XII (Conflict of Interest), XIII (Confidential Information), VIII (Default, Enforcement and Termination), IV (Liability), and Section 29 (Representations and Warranties of Purchaser), excluding Subsection 29 a.iv, shall survive the expiration or termination of this Agreement.

**61. Amendment**

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

**62. No Assignment**

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

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

**63. Further Action**

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

**64. Enurement**

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

**65. Time of the Essence**

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

**66. Counterparts**

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

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as of the date set out above.

**METROLINX**

Per: \_\_\_\_\_

Name:

I have the authority to bind the corporation.

Per: \_\_\_\_\_

Name:

I have the authority to bind the corporation.

**METROLINX**  
operating as GO Transit

Per: \_\_\_\_\_

Name:

Date: \_\_\_\_\_

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

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have the authority to bind the corporation.

## SCHEDULE A:

### DEFINITIONS AND INTERPRETATION

#### 1. Definitions

In this Agreement,

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

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

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

**“Authority”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over this Agreement, the Master Agreement or the Deliverables;

**“Base Bus”** means the Specialized Transit Bus proposed by a Proponent, with the Proponent’s selection of standard components/materials, that meets the mandatory requirements specified in the RFP and the Technical Specification, including the Purchaser’s Choices but excluding the Options;

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

**“Bus Inspector”** means the person or persons hired by Metrolinx pursuant to Section 22 (Bus Inspector) to perform in-plant inspection services during all phases of the manufacturing, production and assembly of the Specialized Transit Buses ordered by the Purchasers;

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

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

**“Chair”** means a Steering Committee chair appointed by the relevant Steering Committee in accordance with Section 12 (Responsibilities of Steering Committee);

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

**“Confidential Information”** means (i) the Procurement process and solicitation documents and any information relating to or arising from the process and the solicitation documents, including, without limitation, any Request for Proposals issued, or proposed to be issued, by Metrolinx relating to the Procurement, any proposals received, evaluation(s) completed, and pricing; (ii) any proprietary information of a Party; (iii) any personal information as contemplated in FIPPA or MFIPPA; (iv) all information that a Party is obliged, or has the discretion, not to disclose under provincial or federal legislation; or (v) any other information specifically designated in writing by a Party as being of a confidential nature. “Confidential Information” shall not include (i) information that is or becomes generally available to the public without fault or breach on the part of a Party of any duty of confidentiality owed by the Party to Metrolinx or to any third-party; (ii) a Party can demonstrate to have been rightfully obtained by the Party, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Party free of any obligation of confidence; (iii) a Party can demonstrate to have been rightfully known to or in the possession of the Party at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by a Party;

**“Contract”** means the aggregate of: (a) the Master Agreement; (b) the Purchaser-specific Bus Purchase Agreement; (c) the RFP, including any addenda; (d) the proposal; and (e) any amendments executed in accordance with the terms of the Master Agreement;

**“Deliverables”** means everything developed for or provided to the Purchaser by the Supplier in the course of performing its obligations under the Contract or agreed to be provided to the Purchaser under the Contract by the Supplier, including but not limited to any goods or services;

**“Dispute”** has the meaning ascribed thereto in Section 40 (Legal Remedies for Disputes);

**“Dispute Notice”** has the meaning ascribed thereto in Section 42 (Three-Tiered Dispute Resolution);

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

**“Eligible Purchaser”** means:

- a) a municipality, as defined under the *Municipal Act* or a transit authority including a transit commission or other persons or classes of persons as may be

authorized under the *Municipal Act* with which a municipality is permitted to enter into an agreement for the Procurement; or

b) a legal entity that provides public transit services for persons with disabilities within a municipality and on behalf of that municipality; or

c) a legal entity in receipt of Provincial funding for its provision of transit services for persons with disabilities within the Province of Ontario; or

d) GO Transit;

but for greater certainty does not include a Party who has previously terminated its participation under this Agreement, or a Purchaser who has terminated a Bus Purchase Agreement or failed to exercise an Option Year.

**“Event of Default”** has the meaning ascribed thereto in Section 31 (Event of Default);

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

**“Force Majeure”** has the meaning ascribed thereto in Section 58 (Force Majeure);

**“GO Transit”** means the operating division of Metrolinx responsible for the provision of public transportation services, who, for the purposes of this Agreement, shall be considered a Purchaser and treated in accordance with the rights and obligations accruing to Purchasers hereunder, separate and distinct from Metrolinx.

**“Legislature”** has the meaning ascribed thereto in Section 27(f) (Roles and Responsibilities of Metrolinx);

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

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

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



**“Metrolinx”** means the Corporation Metrolinx as established under the *Metrolinx Act, 2006*;

**“Metrolinx Member”** has the meaning ascribed thereto in Section 2 (Steering Committee Membership);

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

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

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

**“Option Year”** has the meaning ascribed thereto in Section 1(c) (Key Principles);

**“Party”** means any one of the legal entities which have executed this Agreement, and **“Parties”** means more than one Party;

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

**“Procurement”** means the process of procuring the Specialized Transit Buses as they will be described in the RFP and any other related supplies and services in accordance with this Agreement including without limitation the Project Engineer and the Bus Inspector;

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

**“Procurement Policies”** means the procurement policies and directives in effect from time to time respecting the procurement of equipment, services and supplies applicable to Metrolinx;

**“Project Engineer”** means the project engineer hired by Metrolinx pursuant to Section 21 (Project Engineer) to assist each Steering Committee and the Purchasers on technical issues from the time the Master Agreement is awarded up until the point Specialized Transit Buses are accepted by respective Purchasers;

**“Project Manager”** means the Metrolinx representative responsible for the overall facilitation and administration of the Procurement initiative under Section 27 (Roles and Responsibilities of Metrolinx);

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

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

**“Purchaser”** means:

a) a municipality, as defined under the Municipal Act or a transit authority including a transit commission or board or other persons or classes of persons as may be authorized under the Municipal Act with which a municipality is permitted to enter into an agreement for the Procurement;

b) a legal entity that provides public transit services for persons with disabilities within a municipality and on behalf of that municipality;

(c) a legal entity in receipt of Provincial funding for its provision of transit services for persons with disabilities within the Province of Ontario; or

(d) GO Transit;

and includes each Party to this Agreement and any Eligible Purchaser that has subsequently complied with the requirements of Section 28 (Steps Required to Become a Purchaser);

**“Purchaser’s Choices”** means components or materials that are included in the Proponent’s Base Bus Price at no additional cost, as identified either in its proposal or in the Technical Specifications e.g. driver’s seat, orientation, set-up, layout etc. that will be selected by Purchasers during the pre-production process;

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

**“Required Terms”** has the meaning ascribed thereto in Section 26(d) (No Metrolinx Liability);

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, Provincial policy directions, and agreements with Authorities that now or at any time hereafter may be applicable to either the Supplier, the Purchasers, the Master Agreement or the Deliverables or any part of them;

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

**“Specialized Transit Bus”** means a fully accessible motor vehicle that is designed and intended to be used for the public transportation of persons with disabilities;

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

**“Supplier”** means the Proponent with whom Metrolinx enters into a Master Agreement;

**“Technical Specifications”** means the specific operating, vehicle and other requirements for the Specialized Transit Buses to be included in the RFP and to form part of the Master Agreement with the Supplier; and

**“Term”** has the meaning ascribed thereto in Section 55 (Term).

## **SCHEDULE B: DISPUTE RESOLUTION**

### **1. High-Level Negotiation**

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

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

### **2. Mediation**

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

### **3. Arbitration**

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

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

## SCHEDULE C: COMMUNICATION PLAN

### 1. Communication Plan

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

## SCHEDULE D: CONFIDENTIALITY PROVISIONS

### **1. Injunctive and other relief**

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

### **2. Notice and protective order**

If a Party or any of its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives or contractors becomes legally compelled to disclose any Confidential Information, that Party shall provide each of the other Parties, with prompt notice to that effect to allow any of the Parties, to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the other Parties, and their respective legal counsel to the fullest extent legally possible. If such protective orders or other remedies are not obtained, the Party will disclose only that portion of the Confidential Information which the Party is legally compelled to disclose and only to such person or persons to which the Party is legally compelled to disclose.

### **3. Parties' advisors, agents, Personnel and contractors**

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

obligations under this Agreement to execute Schedule "G" (Confidentiality Agreement) with respect to each Purchaser, where applicable.



**SCHEDULE E:  
PURCHASER INFORMATION SHEET**

**1. Legal name of organization**

THE CORPORATION OF THE CITY OF NORTH BAY

**2. Contact information**

Mailing address and fax number for notices:

NORTH BAY TRANSIT

190 WYND ST.

NORTH BAY, ONT.

P1B 1Z2.

Fax: (705) 476-5308

**3. Steering Committee Member**

**Alternate Member**

Title: TRANSIT MANAGER

MECHANICAL SUPERVISOR

Address: 190 WYND ST.

1399 FRANKLIN ST.

Telephone #: (705) 474-0626 x-2165.

(705) 474-4340 x 5214.

Fax #: (705) 476-5308

(705) 495-3188

E-mail: DOZIMIER.CRAZVELL  
@ CITY OF NORTH BAY. CA.

GERTRUD. DECOU  
@ CITY OF NORTH BAY. CA.

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

The Council/Board/Commission for

\_\_\_\_\_

\_\_\_\_\_

hereby authorizes the future signing by \_\_\_\_\_,

\_\_\_\_\_ of a

(title of agent)

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

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

\_\_\_\_\_  
Name of legal entity

on \_\_\_\_\_, 2011

\_\_\_\_\_  
Member of Council/Governing Board/Commission

\_\_\_\_\_  
Member of Council/Governing Board/Commission

## SCHEDULE G: CONFIDENTIALITY AGREEMENT

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

In consideration received of the undersigned's receipt of Confidential Information (as defined below) and other good and valuable consideration the receipt and sufficiency is hereby acknowledged, the undersigned hereby acknowledges and agrees and undertakes as follows:

1. The undersigned shall maintain the absolute confidentiality of all Confidential Information, and, except as expressly permitted herein, shall not directly or indirectly copy, distribute, disclose, use or allow access to, the Confidential Information, or obtain any benefit from the Confidential Information or permit anyone to do any of these things. The undersigned agrees not to disclose any of the Confidential Information to any person for any reason whatsoever other than to those persons who actually need to have knowledge of the Confidential Information for the purpose of facilitating participation in the Procurement. In this event, the undersigned shall disclose such part of the Confidential Information to those persons as is reasonably necessary. Prior to disclosure, however, the undersigned shall issue appropriate directions to those persons to whom it proposes to lawfully disclose the Confidential Information to satisfy the undersigned's obligations herein.
2. The undersigned shall maintain the security and integrity of any Confidential Information in the possession or control of the undersigned, and shall keep such Confidential Information in a physically secure location to which access is restricted. The undersigned shall use measures to protect the Confidential Information, which are no less stringent than the measures used to protect information of a confidential nature in his/her place of employment. The undersigned shall not have, or acquire, any right, title or interest, including intellectual property rights, in such Confidential Information.
3. The undersigned acknowledges that all Parties have disclosed Confidential Information to the undersigned solely in connection with assisting, advising and/or providing feedback to the Procurement (the "Authorized Purpose"). The undersigned may use the Confidential Information solely in connection with the Authorized Purpose and for no other purpose. The undersigned acknowledges and agrees that unauthorized dealings with the Confidential Information would be detrimental to the interests, business and affairs of any of the Parties (or third parties with respect to third party information), including the integrity of the Procurement.
4. On expiration or termination of the undersigned's engagement or participation in the Procurement, or anytime upon a Party's request, the undersigned agrees to ensure all copies and partial copies of any Confidential Information (in any form or media) in the undersigned's possession or control are either returned to the requesting Party or permanently destroyed.
5. In this Confidentiality Agreement, "Confidential Information" means (i) the Procurement process and solicitation documents and any information relating to or arising from the process and the solicitation documents, including, without limitation, any Request for Proposals issued, or proposed to be issued, by Metrolinx relating to the Procurement, any proposals received, evaluation(s) completed, and pricing; (ii) any proprietary information of a Party; (iii) any personal information as contemplated in the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act*; (iv) all

information that a Party is obliged, or has the discretion, not to disclose under provincial or federal legislation; or (v) any other information specifically designated in writing by a Party as being of a confidential nature. "Confidential Information" shall not include (i) information that is or becomes generally available to the public without fault or breach on the part of a Party of any duty of confidentiality owed by the Party to Metrolinx or to any third-party; (ii) a Party can demonstrate to have been rightfully obtained by the Party, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Party free of any obligation of confidence; (iii) a Party can demonstrate to have been rightfully known to or in the possession of the Party at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by a Party.

6. The undersigned declares that there is no actual or potential conflict of interest arising out of the receipt of the Confidential Information or the undersigned's role on the Procurement. The undersigned declares that the undersigned will immediately disclose any actual or potential conflict of interest that may arise during the course of participating in the Procurement. Furthermore, the undersigned acknowledges and agrees that if the undersigned is participating in or involved with the Procurement and is at any time in receipt of Confidential Information, the undersigned is precluded from participating in any activity with any third party, including any third party responding to a Procurement solicitation document in respect of the Procurement, whether as an employee, advisor or otherwise, which will constitute an actual or potential conflict of interest for a period of six (6) months from (i) the execution of the agreement(s) with the successful Supplier resulting from the Request for Proposals process or (ii) the final abandonment or cancellation of the Request for Proposal by Metrolinx.


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

8. This Confidentiality Agreement shall survive (i) the term of any agreement with the successful Supplier resulting from the Request for Proposals process relating to the Procurement, including any renewal periods, or (ii) the final abandonment or cancellation of the Request for Proposal by Metrolinx, as applicable.

9. This Confidentiality Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

10. This Confidentiality Agreement shall enure to the benefit of any successors and assigns of Metrolinx.

11. Defined terms denoted by initial capital letters shall have the meaning ascribed to them in the "Governance Agreement for the Joint Procurement of Specialized Transit Buses" unless otherwise defined in this Confidentiality Agreement.

Signed:  \_\_\_\_\_  
Name: DOROTHY CARVELL

Title: TRANSIT MANAGER

DATED: JUNE 11/12

**SCHEDULE H:  
CONFIRMATION AGREEMENT**

**THIS INSTRUMENT** of accession forms part of an agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Metrolinx and the signatories thereto (the "Governance Agreement"), which agreement permits the addition of parties as Purchasers in accordance with its terms and the execution of the Governance Agreement by such Purchasers by way of counterpart;

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

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

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

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

**IN WITNESS WHEREOF** the undersigned has executed this Instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**[Name]**

Per: \_\_\_\_\_

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

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

Address of Party for Purposes of Notice:

[insert Address for Notice Purposes]

**SCHEDULE I:**

**MINISTRY OF TRANSPORTATION CANADIAN CONTENT FOR  
TRANSIT VEHICLE PROCUREMENT POLICY**

Issued September 2008  
Amended November 2010

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#### **Effective Date**

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

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# CANADIAN CONTENT FOR TRANSIT VEHICLE PROCUREMENT POLICY

## 1. DEFINITIONS

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

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

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

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

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

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

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

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

“freight” means the cost for transportation within Canada, and/or paid to a Canadian carrier for a) delivering a subcomponent or component to a manufacturer and b) delivering a transit vehicle to a transit operator or an entity.

“GO Transit” means a division of Metrolinx, established pursuant to the *Metrolinx Act, 2006*, S.O. 2001, c.16.

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

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

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

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

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

“Metrolinx” means the corporation continued pursuant to the *Metrolinx Act, 2006*, S.O. 2006, c.16.

“Ministry” means the Ministry of Transportation.

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

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

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

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

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

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

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

“transit vehicle” refers to a street car, bus, trolley bus, subway car, light rail car, or passenger locomotive used for public transportation, made up of subcomponents and

components, and acquired by a transit operator, or an entity under a contract with a manufacturer and for which the Province of Ontario may provide, in whole or in part, funding.

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

## **2. INTRODUCTION**

On March 20, 2008, the Government of Ontario announced that all transit vehicles procured with provincial funding must have at least 25 per cent Canadian content. The Canadian content policy is a mandatory requirement for provincial funding of transit vehicles. The policy is expected to promote job retention and creation, foster economic development, protect skilled manufacturing jobs and continue to promote a fair, open and transparent procurement process that ensures value for taxpayers’ dollars.

The Ministry of Transportation has conducted extensive stakeholder consultations with municipalities, transit industry manufacturers, suppliers, dealers, as well as its own transit agencies. As a result of the stakeholder consultations, the 25% Canadian content policy will include exemptions and waivers as laid out in this document.

The Canadian content policy is effective as of September 1, 2008. Procurements issued publicly, prior to September 1, 2008, to solicit submissions from manufacturers are exempt from complying with the terms and conditions of the Canadian content policy. The Province took the lead on implementing this policy, through Metrolinx’s Request For Proposals for Urban Transit Buses under the 2009 Transit Procurement Initiative.

As outlined above, the Ontario government is committed to a transparent, fair and open process for transit vehicle procurement that ensures value for taxpayers’ dollars. The Canadian content policy will apply to the procurement of transit vehicles acquired with funds received from the Province.

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

## **3. CALCULATING CANADIAN CONTENT**

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

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

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

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

100% Canadian for a component that has undergone an irreversible manufacturing process in Canada.

100% Canadian for a component that contains 60% or more Canadian content through any combination of expenditures that may be considered eligible, as described above, if such expenditures are made in Canada.

The exact Canadian percentage for a component that contains between 0% and 59% Canadian content through any combination of expenditures that may be considered eligible, as described above, if such expenditures are made in Canada.

Where a component or subcomponent is procured from a Canadian supplier, a minimum Canadian content of 15% will be assumed, without the requirement of certifying the percentage of Canadian content of the component or subcomponent in a manufacturer's declaration of compliance with the Canadian content policy. Simply handling the component or subcomponent is not sufficient to qualify. The Canadian supplier must provide added value through the procuring, manufacturing or after sales support of the component or subcomponent.

#### **4. CANADIAN CONTENT DECLARATION & CONSENT FORM**

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

certifying the percentage of Canadian content of the transit vehicles described in the manufacturer's submission, calculated in accordance with this policy; and

providing the manufacturer's consent to the disclosure, verification and audit of the information forming the basis of the declaration, both before the contract award and, for the successful manufacturer, during and after the term of the contract. (See Part 9 below for additional details regarding disclosure, verification and audit.)

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

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

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

## 5. EXEMPTIONS

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

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

- specialized transit buses;
- conventional transit buses under 40 feet in length;
- diesel multiple units (DMUs);
- double decker buses; and
- passenger locomotives.

Despite the above and to encourage Canadian content for the exempted transit vehicles listed above, transit operators and entities will apply a 5% price preference to the price for the submission with the highest percentage of Canadian content. In practice, this will result in the submission with the highest percentage of Canadian content being evaluated as if the price submitted in the manufacturer's offer were 5% lower than that which was actually submitted. The 5% price preference will be applied for evaluation

purposes only, and will not represent an effective reduction in the price submitted by the manufacturer.

## **6. WAIVERS**

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

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

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

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

## **7. PROVINCIAL ENFORCEMENT**

If, in the opinion of the Ministry, a transit operator, or an entity, fails either to comply with or to ensure manufacturers' compliance with any of the Canadian content policy requirements, the Ministry may avail itself of any remedies it may have under the terms of the program or arrangement under which the transit vehicle may be funded, or any other remedies it may have at law or in equity.

## **8. MUNICIPAL ENFORCEMENT**

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

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

## **9. DISCLOSURE, VERIFICATION AND AUDIT**

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

## **10. WHERE TO REQUEST OR PROVIDE INFORMATION**

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

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

CITY OF NORTH BAY

#6

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CITY OF NORTH BAY

JUN 7 7 2012

CLERK'S DEPT.

Report to Council

Report No: CORP 2012 - 86

Date: June 15, 2012

Originator: Al Lang

Subject: 2012 Debt Issue

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RECOMMENDATIONS:

That the City of North Bay agrees to issue up to \$12,000,000 of debt by way of any one of the following methods or combination thereof:

- Installment debentures through capital markets
- Infrastructure Ontario debentures
- Long-term loan with a banking institution

when market conditions are favourable, with maturity dates over ten years beginning one year after the closing date and to be subject to terms and conditions acceptable to the Chief Financial Officer and the fiscal agent or the lending institution.

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BACKGROUND:

City Council passed Resolution # 2012-04 and # 2012-05 on January 9, 2012 to recommend the acceptance of General Government Committee Report No. 2011-19 and No. 2011-20. These reports included the 2012 Capital Budgets and the Long-Term Capital Funding Policies for Tax Levy Supported and Water and Sewer projects. The Tax Levy Supported Capital Budget included debenture/long-term debt of \$9,000,000 and the Water and Sewer Capital Budget included debenture/long-term debt of \$3,000,000. Both of these amounts are in accordance with our current Long-Term Capital Funding Policy.

The amounts to be financed for each capital project will be finalized after Administration has completed a more thorough review of each capital project. The projects being considered to be financed at this time are either complete or under construction, and are incurring temporary financing costs. Council will be informed of the projects being funded when the actual debenture by-law report is presented.

The City has used the law firm of Borden Ladner Gervais LLP in past debenture/long-term loan issues. It is recommended that they will again complete a final review of the capital expenditure by-laws and other debenture / loan documentation to ensure all is in order.

This report is to seek Council's approval to proceed with a debt issue when market conditions are favourable.



On past debenture issues through the capital markets we have used CIBC World Markets Inc. as our fiscal agent. They have provided good advice on the timing of debenture issues, bond demands, the availability of investment supply, interest rate trends, timing of other government issues and market conditions. The majority of our debt issues have been by this method.

We have borrowed funds, most notably for the water treatment plant, through Infrastructure Ontario, a crown agency of the Ontario government. They offer very competitive rates for infrastructure renewal with no additional fees. To apply for Infrastructure Ontario financing we are required to submit an application online. Accepted applications do not mean that long term financing is in place. Once an application is accepted, we have the option to request a debenture through Infrastructure Ontario or obtain financing elsewhere. It is important to make application as soon as possible.

The third method of issuing debt is to enter into a long-term loan agreement with a financial institution. We have borrowed using this method in the past as well and found the rates to be very favourable and competitive.

The best readily available benchmark of market rates for municipal debenture issues are the 10 year Canada Bond rates. Benchmark bonds and rates in the past year are as follows:

<b>Date</b>	<b>Chartered Bank Prime Rate</b>	<b>10 Year Canada Bond Rate</b>
June 21, 2011	3.0	3.00
July 25, 2011	3.0	2.92
August 24, 2011	3.0	2.40
September 23, 2011	3.0	2.05
October 17, 2011	3.0	2.32
November 23, 2011	3.0	2.07
December 21, 2011	3.0	1.91
January 27, 2012	3.0	2.00
February 27, 2012	3.0	1.99
March 26, 2012	3.0	2.20
April 23, 2012	3.0	2.02
May 24, 2012	3.0	2.17
June 4, 2012	3.0	1.68

The average offering yields (interest rates) for the past several years are as follows:

<b><u>Year</u></b>	<b><u>Average Net Yield</u></b>
2007	4.844 %
2008	5.179 %
2009	3.946 %
2010	3.507 %
2011	2.850 %

The City's debt rating is currently at Aa2 stable. We are rated at the lower end of Canadian municipalities, but remain within the narrow, high investment grade range of Aaa-Aa2.

**OPTIONS / ANALYSIS:**

**Option 1 – Debenture through Capital Markets**

The City of North Bay could proceed with a debenture issue through our Fiscal Agents when the market conditions are favourable.

**Option 2 – Borrowing from Infrastructure Ontario**

The City of North Bay could borrow from Infrastructure Ontario. The indicative lending rate for a 10-year serial debenture as at September 13, 2011 was 2.66%. The application process for these loans typically takes about 6 to 8 weeks for approval and is a more complex procedure than the normal debenture market process. This option is more favourable for very large capital projects.

**Option 3 – Long-Term Bank Loan**

The City of North Bay could secure a long-term loan with a financial institution.

**RECOMMENDED OPTION:**

That the City of North Bay agrees to issue up to \$12,000,000 of debt by way of any one of the following methods or combination thereof:

- Installment debenture
- Infrastructure Ontario debenture
- Long-term loan with a banking institution

when market conditions are favourable, with maturity dates over ten years beginning one year after the closing date and to be subject to terms and conditions acceptable to the Chief Financial Officer and the fiscal agent or the lending institution.

In the past this process began in August or September. With the current lower interest rates and the timely need to submit an application to Infrastructure Ontario for approval, we are seeking Council's authority to proceed earlier than in the past. We will consider each of the options and obtain interest rate comparisons prior to presenting a final report and by-laws to Council.

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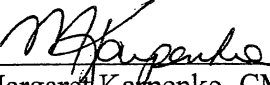
Respectfully submitted,

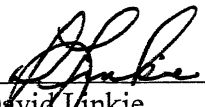


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Al Lang, CGA  
Director of Financial Services

We concur with the above noted recommendations:

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

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

Personnel designated for continuance: Chief Financial Officer

FINSERVall/Reports to Council/2012 Debenture Issue 1<sup>st</sup> Report

## City of North Bay

### Report to Council

**Report No.:** EESW-2012-033

**Date:** June 21, 2012

**Originator:** Angela Cox,  
Manager, Finance & Administration

**Subject:** 2012 Capital Budget Project – 3063WS Ski Club Road (Lakeside Drive to Johnston Road)

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#### RECOMMENDATION

That a capital expenditure by-law is prepared for Council's consideration to authorize the Ski Club Road (Lakeside Drive to Johnston Road) project for the Engineering, Environmental Services and Works Department, being 2012 Water and Sanitary Sewer Capital Budget, project #3063WS, at a net debenture cost of \$1,800,000.

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#### BACKGROUND

This project provides for the replacement of three old watermains on Ski Club Road with a single pipe and represents a major enhancement to the City's infrastructure.

A schedule of the proposed by-law is submitted for Council's consideration.

Construction Contract	\$1,710,000
Financing costs	\$90,000
Net Debentured Costs	\$1,800,000

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#### OPTION/ANALYSIS

##### Option 1 – Proceed with the Authorizing By-law

That Council proceeds with the authorizing by-law to approve the expenditure in the amount of \$1,800,000 for the Ski Club Road Project. This option is recommended.

##### Option 2 – Cancel outright or reduce expenditure

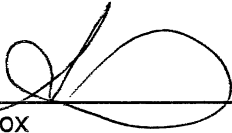
That Council cancels outright or reduces the expenditure for this project. This would postpone the replacement of three old watermians on Ski Club Road. If Council were to reduce or cancel this project, it would delay the replacement program which would cause more deterioration to the existing old infrastructure. This option is not recommended.

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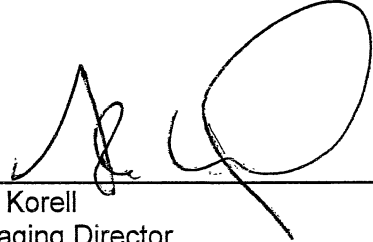
**RECOMMENDED OPTION**

That a capital expenditure by-law is prepared for Council's consideration to authorize the Ski Club Road (Lakeside Drive to Johnston Road) project for the Engineering, Environmental Services and Works Department, being 2012 Water and Sanitary Sewer Capital Budget, project #3063WS, at a net debenture cost of \$1,800,000.

Respectfully submitted,

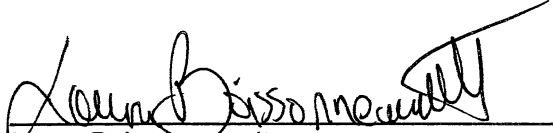


\_\_\_\_\_  
Angela Cox  
Finance & Administration Manager  
Engineering, Environmental Services & Works



\_\_\_\_\_  
Alan Korell  
Managing Director  
Engineering, Environmental Services  
& Works

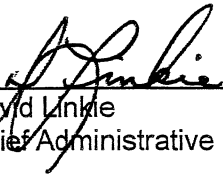
We concur in this report and recommendation.



\_\_\_\_\_  
Laura Boissonneault  
Supervisor of Budgets and Financial Reporting



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

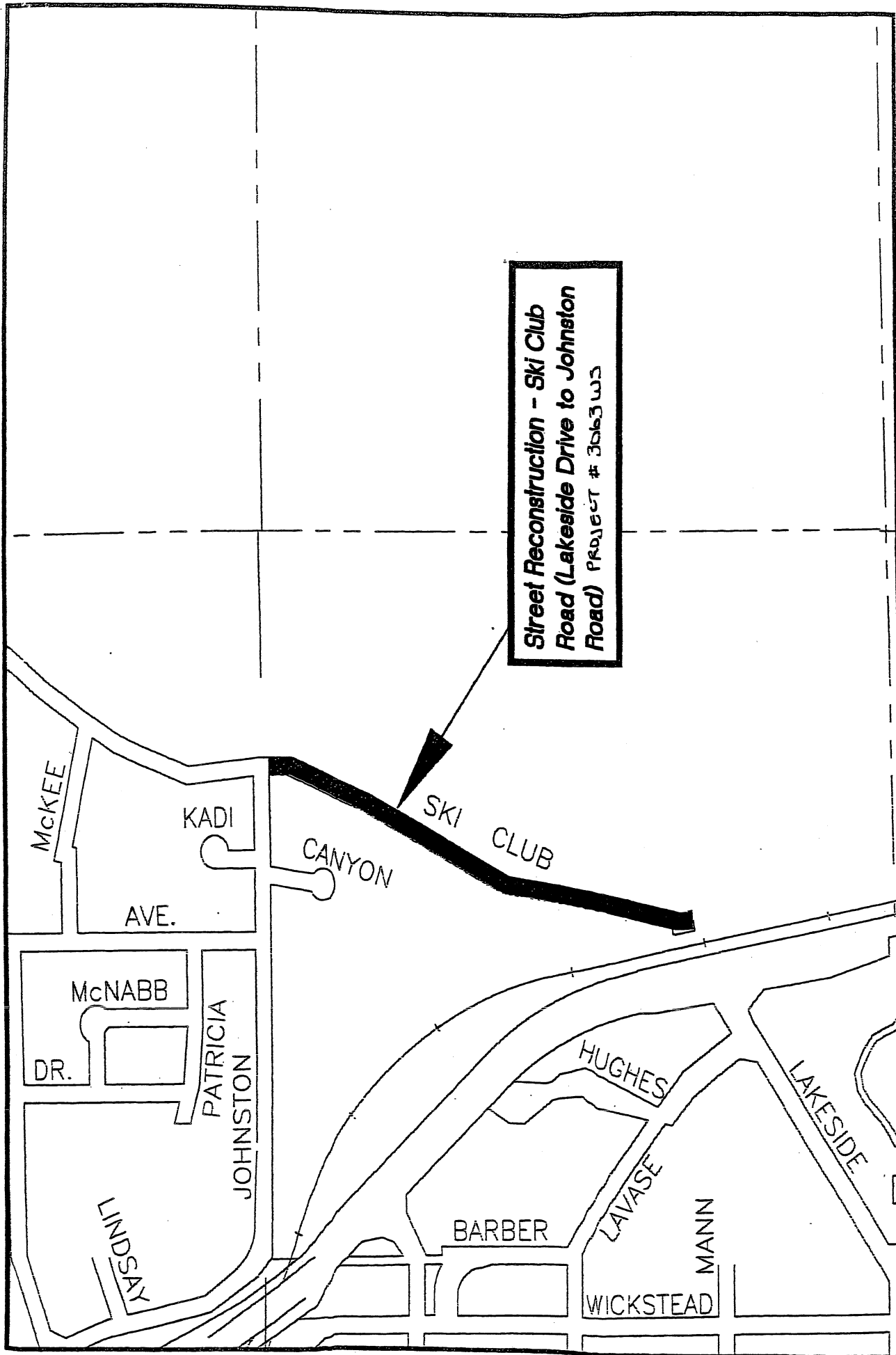


\_\_\_\_\_  
David Linkie  
Chief Administrative Officer

Person designated for continuance: Alan Korell

Attachments: Capital Budget Status Sheets

Copy for: Cathy Conrad



**Street Reconstruction - Ski Club  
Road (Lakeside Drive to Johnston  
Road) PROJECT # 3063 WD**

McKEE

AVE.

KADI

CANYON

SKI CLUB

DR.

McNABB

PATRICIA  
JOHNSTON

LINDSAY

BARBER

HUGHES

LAVASE

MANN

WICKSTEAD

LAKESIDE

### Project Summary

Project Number:	3063WS		
Title:	SKI CLUB ROAD (LAKESIDE DR. TO JOHNSTON RD.)		
Asset Type:	INFRASTRUCTURE - Water		
Division:	Water		
Budget Year:	2012		
Scenario Name:	Main	Active:	Yes
Budget Status:	Staff Input		
Regions:			
Project Type:	WATER		

<b>Project Description</b>				<b>Project Comments</b>			
This project provides for the replacement of three old watermain on Ski Club Rd. with a single pipe and represents a major enhancement to the City's infrastructure.				Prior \$1,400,000 approved with by-law 2010-85.			
<b>Scenario Description</b>				<b>Scenario Comments</b>			
<b>Project Forecast</b>				<b>Project Detailed 2012</b>			
Budget Year	Total Expense	Total Revenue	Difference	GL Account	Description	Total Amount	
2012	1,800,000	1,800,000	0	Expense			
	1,800,000	1,800,000	0	3425	CONSTRUCTION CONTRACT	1,800,000	
						<b>Total Expense: 1,800,000</b>	
				Revenue			
				0300	Pay As You Go Water	1,800,000	
						<b>Total Revenue: 1,800,000</b>	
<b>Related Projects</b>				<b>Operating Budget Impact</b>			
<b>Year Identified</b>	<b>Start Date</b>	<b>Project Partner</b>	<b>Manager</b>			<b>Est. Completion Date</b>	
2010			ALAN KORELL				

**#8**

**Cathy Conrad**

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**From:** Erik Acs  
**Sent:** June 27, 2012 4:26 PM  
**To:** Cathy Conrad  
**Subject:** FW: MMAC

**From:** Nicole\_Glanz  
**Sent:** Wednesday, June 27, 2012 4:27 PM  
**To:** Erik Acs  
**Subject:** Re: MMAC

It is with great sadness that I have to resign from the committee. I have moved out of the district. I have thoroughly enjoyed my time on the board and have learned more than expected.

thank you all

**Nicole Glanz**



## Report to Council

Report No: CSBU 2012 - 52

Date: July 3, 2012

Originator: Sharon Kitlar, Manager Recreation and Leisure Services

Subject: **2012 Summer in the Park Festival**

- Request for Permission to Hold Event
  - Noise By-Law Exemption
  - Exclusivity of Use of Parkland and other Lands
  - Street, Pathway and Municipal Paid Parking Lot Closures
  - Exemption from Municipal Alcohol Policy, section D, Reg. 3B
- 

**RECOMMENDATIONS**

1. That the Event Committee of North Bay Summer in the Park Festival be granted permission to hold the 2012 Summer in the Park Festival in and about Lee Park & the Community Waterfront Park from Friday, August 3 to Sunday August 5, 2012 both inclusive, with subsidiary activities occurring from Monday July 30, 2012 until Tuesday, August 7, 2012, both inclusive.
  - (a) The Summer in the Park Festival Committee as the presenters of the festival, has hereby been granted permission by City Council to hold the public celebration and concerts known as the 2012 Summer in the Park Festival; that the event is therefore confirmed to be exempt from the noise control provisions contained in By-law 142-76 (Noise By-law), as amended, pursuant to the operation of section 6 and Schedule 3 thereof. (Attachment 1)
2. That, in order to facilitate the undertaking of the 2012 Summer in the Park Festival the following requests be approved:
  - (a) The Summer in the Park Festival Committee be granted exclusivity from Monday July 30, 2012 until Tuesday, August 7, 2012 both inclusive; in, on and over the City owned or controlled lands within the area defined as extending from, and inclusive of both sides of Memorial Drive from the Uniroc Site to Judge Avenue including Lee Park; Veterans Soccer and Ball Fields; ONR Soccer Field; and Amelia Park; CP Rail lands, Lakeshore Drive roadway and the associated sidewalks extending from the north boundary of Lee Park (Overpass) to 100 metres south of the Judge Avenue/Lakeshore Drive intersection, and Judge Avenue roadway and the associated sidewalks from Leask Avenue to Lee Avenue and the Community Waterfront Park, Pedestrian Underpass, City Square and the Transit Terminal including Wyld Street section south of Oak Street. (Attachment 2)
  - (b) The Kate Pace Way is closed from Lee Park to Lee Avenue along the ONR Soccer Field 8:00 a.m. on Monday July 30, 2012 until 4:00 pm on Tuesday, August 7, 2012 subject to the erection of appropriate signage and barricades by the North Bay Summer in the Park Festival Committee. (Attachment 3)
  - (c) The following streets be closed temporarily from 8:00 a.m. on Thursday, August 2, 2012, until 9:00 a.m. on Tuesday, August 7, 2012 (Attachment 3):
    - i Memorial Drive between Monk Street and Judge Avenue;
    - ii Monk Street between Stanley Street and Memorial Drive;
    - iii Stanley Street between Memorial Drive and Regina Street,
    - iv Beth Street at Memorial Drive
    - v Colgan Street at Memorial Drive
    - vi James Street at Memorial Drive

July 3, 2012

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- (d) The following streets be closed temporarily from 8:00 a.m. on Friday August 3, 2012 until midnight on Sunday August 5, 2012.

- i. Wyld Street (Transit Terminal side) at Oak Street

Subject to the provision of access passes and information to businesses and residents in the affected area, and the erection of appropriate signage, barricades and control gates by the City of North Bay. (Attachment 3)

- (e) Street parking be prohibited from 9:00 a.m. on Friday, August 3, 2012, until 11:00 p.m. on Sunday, August 5, 2012 on the odd numbered sides of Amelia Street, Beth Street, Bunyan Avenue, Colgan Avenue, George Street, Gladstone Avenue (100 block only), James Avenue, Judge Avenue, Leask Avenue, Lee Avenue (100 block only), Pollard Avenue, Shore Acres, Whitney Avenue, Campbell Avenue, Fodor Avenue, Nelson Avenue, Queen Street, and Rowe Avenue, subject to the installation of appropriate signage by the Summer in the Park Festival Committee. (Attachment 3)

- (f) Municipal monthly rental parking lot #10 be closed from 8:00 a.m. on Wednesday, August 1st until 5:00 p.m. on Tuesday, August 7<sup>th</sup> to accommodate the concert stage and backstage requirements.

Permit holders for this lot to be provided alternate parking in municipal daily parking lot # 2. They will also be provided with a bus pass valid from August 1 through 7, 2012. This is to encourage them to leave their vehicle at home for this time period if they wish. The bus pass will also be valid during Summer in the Park activities. They will be notified by letter of these provisions. (Attachment 4)

- (g) Municipal monthly rental parking lot #13 be closed from 8:00 a.m. on Friday, August 3, 2012 until 12:00 a.m. Sunday August 5<sup>th</sup> to accommodate required parking related to the set up and coordination of the concert venue including technicians, entertainment, volunteers, staff, security and to reduce public access/traffic into the concert area.

Permit holders for this lot to be provided alternate parking in municipal lots # 3, 7, and 11, as well they will be permitted to use street metered parking in the downtown area except for along Main Street between Fraser and Wyld Street. These spaces will be available for customers of the downtown. They will also be provided with a bus pass valid for Friday August 3, 2012. This is to encourage them to leave their vehicle at home for this time period if they wish. They will be notified by letter of these provisions. (Attachment 4)

- (h) That the Summer in the Park Committee be granted permission to utilize municipal parking lot #2 as a paid parking lot. Paid parking would be implemented between the hours of 5:00 p.m. and 12 midnight on Friday August 3, and Saturday, August 4, 2012.

- (i) A temporary exemption to Regulation 5B of the Municipal Alcohol Policy (Attachment 4) be approved, allowing the establishment of licensed areas to serve alcohol on August 3, and August 4, 2012 between the hours of 4:00 p.m. to 12:00 am at locations to be identified within the concert area as defined in Attachment 5.

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## BACKGROUND

July 3, 2012

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Summer in the Park is well underway for the 2012 event. The traditional 'free' event will take place in Lee Park, including The Country Open Singing Contest, Art in the Park, The Petting Zoo, Inflatables, Worlds Finest Shows Midway, Petting Zoo, Community Groups, Bingo in the Park, Food & Product Vendors & Exotic Pet Shows.

On March 21, 2012 the Summer in the Park was successful in obtaining \$75,000 in funding from the Ontario government through the Celebrate Ontario program. This funding will allow the event to expand its programming to attract more out of town visitors.

The funding has allowed the expanded event to include;

- A traditional Pow Wow which will feature a smudging ceremony and authentic aboriginal cuisine. This will offer a unique experience and an experience associated uniquely with Canada.
- Introduction of a cricket tournament. Cricket is wildly popular in Asian culture, and is gaining popularity in Canada.

Other funding was secured from Regional Tourism Association 13 in the amount of \$26,000. This will support a new event called Can Asian Idol. A music competition targeted at Asian Canadians will be hosted and coordinated by a contract company at the waterfront band shell. Part of the purpose of the event is to attract Asian visitors to North Bay. This corresponds with Economic Development's initiative to attract more multi-cultural visitors to the City.

Also new for 2012, the music concerts have been moved to a new venue located at the amphitheater part of the new waterfront park development. The new venue provides a tiered concert viewing area which should improve sight lines to the concert. The stage will be placed on parking lot #10 facing the amphitheater. This move will draw more visitors to the downtown area and allow Memorial Drive to be open from Oak Street to Queen Street allowing easy access to other attractions such as the Chief Commanda I and II, Marina and the train and carousel. The organizing committee has confirmed Meatloaf (Saturday) and Mariana's Trench (Friday) as the headliners. Other opening bands will play prior to the headliners. A beer tent will be set up in the concert area as well as other food vendors for the convenience of concert goers.

### **Permission to hold the Event**

Council is being asked for specific permission to permit The Summer in the Park Festival Committee to hold the Festival pursuant to By-law 12-94, and, in addition, to provide a basis for the requests that follow.

### **Exemption from the Noise Bylaw**

The activities of the event are scheduled to end by 11:00 pm. Summer in the Park Festival wishes to plan for events beyond their control such as inclement weather or equipment breakdown. Exemption from the noise bylaw will allow for re-scheduling of activities to a later time if required.

If City Council grants permission to the Summer in the Park Festival committee to hold the 2012 Summer in the Park Festival, the event is automatically exempt from the noise control provisions contained in the City's Noise By-law (By-law 142-76), pursuant to section 6 and Schedule 3 thereof.

### **Exclusivity**

The set up for 2012 event (involving tents, fencing, cables, electricity, etc.) require that the set-up procedures at the concert site begin several days prior to the concert date. Site exclusivity provides a

July 3, 2012

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clear and safe access for the work crews and other contractors to set up the equipment required for the event.

Site exclusivity also enables Summer in the Park Festival to control patron admission and participant access to the event (in the latter case enabling the issuance of vendor permits and the monitoring of products sold on site).

### **Street, Pathway and Parking Lot Closures**

General traffic congestion, in addition to the movement of larger vehicles and work crews along roads and in parklands makes set-up difficult and potentially hazardous.

Road closures enable the control of vehicular traffic in areas that are subject to heavy vehicular and pedestrian traffic and allow for controlled access to work and other areas. During the event it allows for safe movement of event attendees to, from and around the event site.

For the closure of feeder streets appropriate signage, barricades and control gates will be erected as required. Access passes and information will be circulated to appropriate businesses, residents and tenants in the affected area in advance of the closures.

The Kate Pace Way runs through the event site area. Closure allows for use of the area for the event structures and activities. Closure also prevents potential injury possible to pathway users and attendees at the event should it remain open. Appropriate signage and barricades will be erected as notification to Pace Way users. No recommended alternate route will be available.

### **Downtown Parking Lots**

Parking within event areas must be controlled to ensure the safety of event organizers, as well as attendees. Access to the parking lots will be controlled over the time of set up; during the concert and related activities and event take down.

The Summer in the Park Festival Committee has met with Municipal Parking Department and also Jeff Serran from the DIA in order to develop a downtown parking plan to accommodate those who were displaced due to parking lot closures. This resulted in the parking accommodation plan detailed in this report's recommendations.

Those impacted by the closure of parking lots 10 and 13 will be advised by letter of other designated parking lots and on street metered parking that they may utilize under their parking permit on the days that their permitted lot is not available. In addition to this City Transit will be providing bus passes to those affected as an alternative to bringing their vehicle into the downtown area.

The proposed parking prohibitions provide a similar safety and facilitation function as the road closures—ensuring the free flow of pedestrian, vehicular (and, if necessary, emergency) traffic through nearby business areas, not only for the benefit of the Event, but also for residents and their visitors during this high traffic period. The Parking Authority and the North Bay Police Force are advised of these restrictions and they work with the organizing committee to enforce them for the duration of the event. (Attachment 3 - Map of closures, restricted parking and parking lot closures)

### **Paid Parking**

The Committee has been approached by a local service organization to coordinate paid parking in parking lot #2. The suggested fee for one evening of parking is \$5.00 per car. Staff will work with the

July 3, 2012

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group to assist with the set-up of the lot for this purpose and to ensure safe environment for the volunteers and users of the lot. This will provide a revenue source for both the service organization and the Summer in the Park Committee.

### **Exemption from Municipal Alcohol Policy**

The temporary exclusion from the Municipal Alcohol Policy will facilitate designated licensed beverage sections within the concert area. A large crowd is anticipated for the 2012 event based on the headliners secured. The planned attendance for the 2012 event is 10,000. The licensed areas are planned to include a licensed area for the concert attendees with the approximate capacity of 2,500; a back stage area to fulfill rider requirements for entertainers and smaller licensed areas to accommodate specific beverage sponsors of the events.

These sections will be in contained areas in accordance with the Municipal Alcohol Policy guidelines. The care and control of these beverage areas will be strictly regulated to ensure that the requirements of the Alcohol and Gaming Commission are met as well as those of the City of North Bay Municipal Alcohol Policy. Adequate security personnel and local police support through paid off duty police officers will be provided to ensure that public safety is monitored and maintained.

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### **ANALYSIS / OPTIONS**

There are three options for City Council in this matter.

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

If Council is satisfied with the requests as presented, Council should grant them, by approving Recommendations 1 and 2.

#### Option 2 – Grant the requests in an amended form

If Council is not satisfied with the requests as presented, but wants the event to proceed, Council could grant the request for permission to hold the event by approving Recommendation 1, and amend Recommendation 2 to suit its concerns. Depending upon the amendments made, Summer in the Park Festival may need to review its methodology for the undertaking of the event.

#### Option 3 – Refuse to grant the requests as presented

If Council is not satisfied with the requests as presented, Council could refuse to grant them. A refusal to grant the requests would result in the event not taking place.

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### **RECOMMENDED OPTION / FINANCIAL IMPLICATIONS**

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

There are no financial implications related to these requests.

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July 3, 2012

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Submitted by,



Sharon Kitlar  
Manager Recreation and Leisure Services

We concur with this report and recommendations.



Alan Korell  
Managing Director Engineering, Environmental Services And Works



Jerry Knox  
Managing Director, Community Services



Dave Linkie  
Chief Administrative Officer

Person designated for continuance: Manager Recreation and Leisure Services

1. Extracts from Noise By-law (By-law 142-76), as amended
2. Proposed area of exclusivity
3. Proposed Kate Pace Way, street and parking lot closures
4. Municipal Parking Lot locations - Downtown
5. Municipal Alcohol Policy Regulation 5B

Copy for: Chief Administrative Officer  
Managing Director, Community Services  
Managing Director, Corporate Services  
Managing Director, Engineering, Environmental Services and Works  
City Clerk  
Supervisor, Roads and Traffic  
Fire Chief  
Manager, Recreation and Leisure Services  
Manager, Transit  
Police Chief

# Attachment 1

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

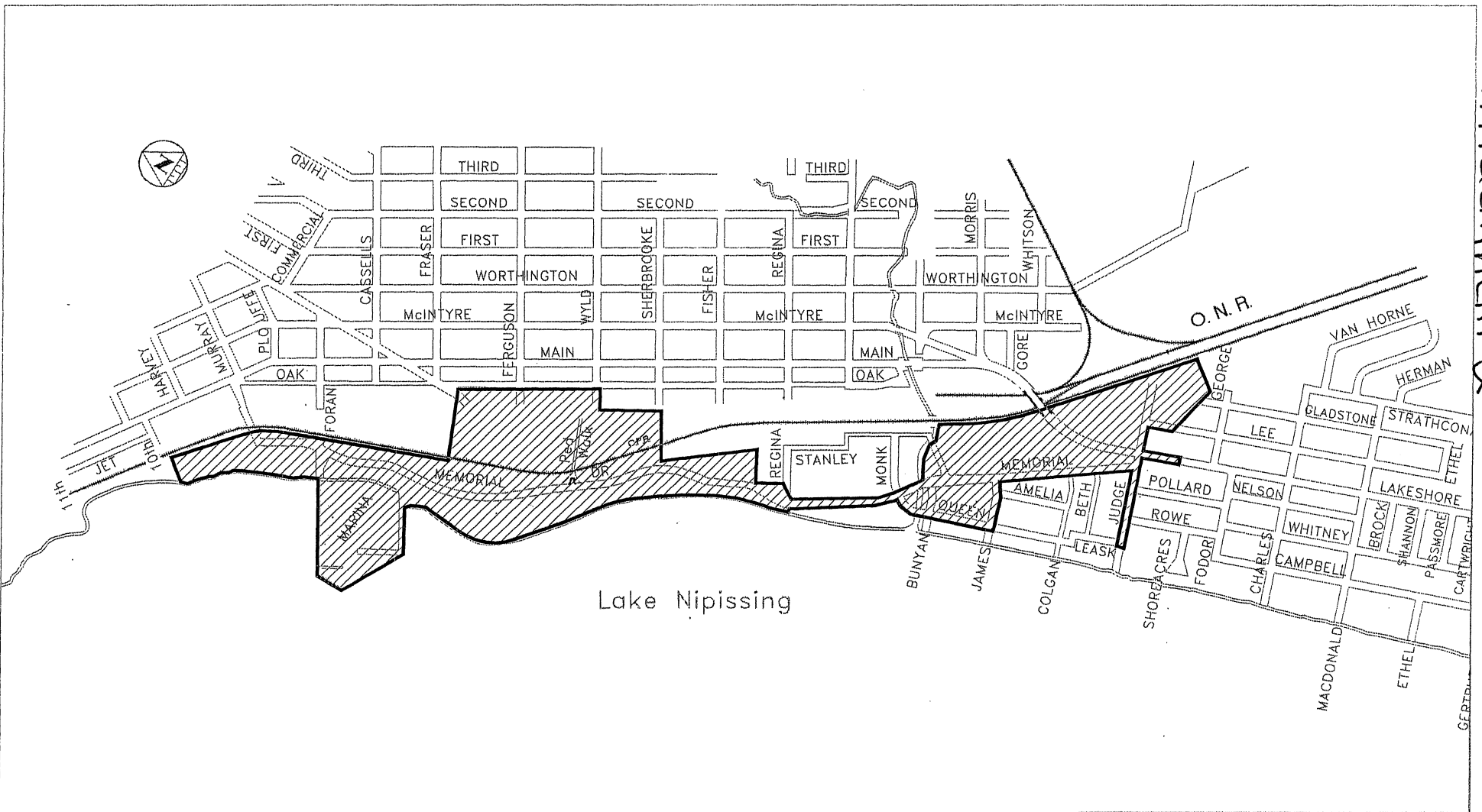
6. **Exemption of Traditional, Festive or Religious Activities**  
Notwithstanding any other provision of this by-law, this by-law does not apply to a person who emits or causes or permits the emission of sound or vibration in connection with any of the traditional, festive, religious and other activities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

### **SCHEDULE 3**


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

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

Attachment 2

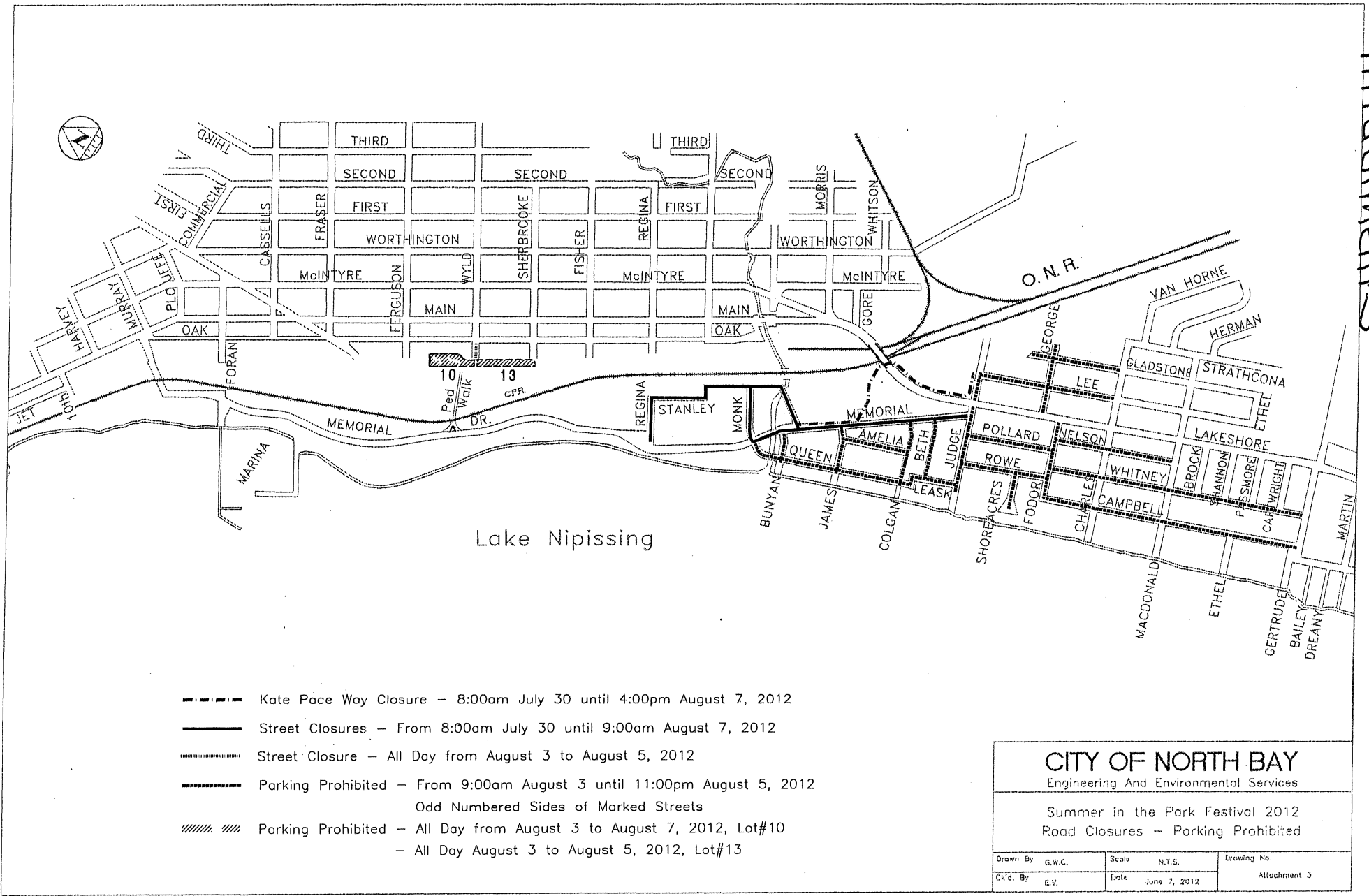


Lake Nipissing

 Area of Exclusivity

<b>CITY OF NORTH BAY</b>		
Engineering And Environmental Services		
Summer in the Park Festival 2012 Area of Exclusivity		
Drawn By	G.W.C.	Scale
Ch'ed. By	E.V.	Date
		N.T.S.
		June 7, 2012
Drawing No		Attachment 2



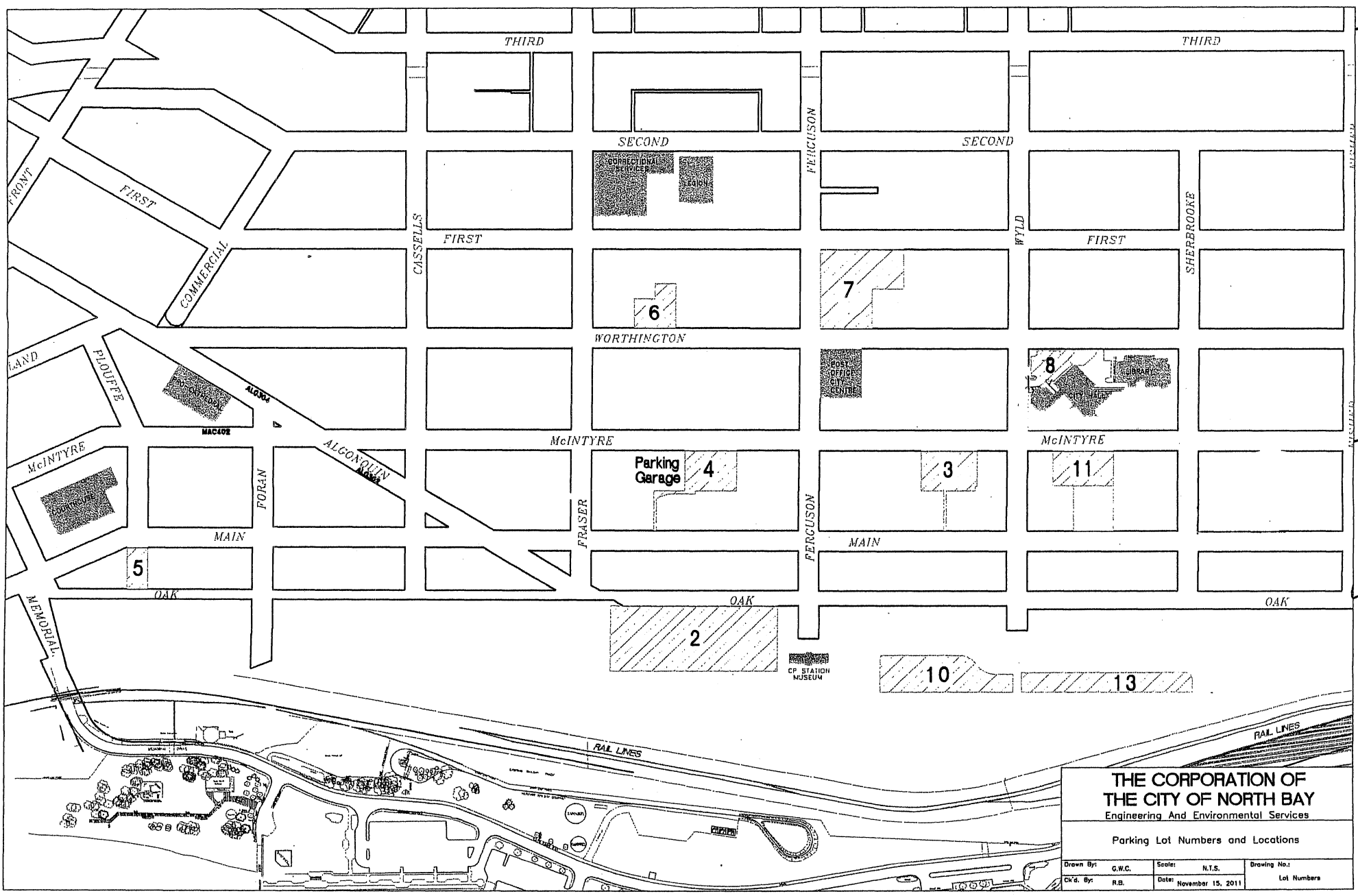


**CITY OF NORTH BAY**  
Engineering And Environmental Services

Summer in the Park Festival 2012  
Road Closures - Parking Prohibited

Drawn By G.W.C.	Scale N.T.S.	Drawing No.
Chk'd. By E.V.	Date June 7, 2012	Attachment 3

Attachment 4 - Municipal Parking Lots - Downtown



**THE CORPORATION OF  
THE CITY OF NORTH BAY**  
Engineering And Environmental Services

Parking Lot Numbers and Locations

Drawn By: G.W.C.	Scale: N.T.S.	Drawing No.:
Ch'd. By: R.B.	Date: November 15, 2011	Lot Numbers

## City of North Bay

### Extracts from Municipal Alcohol Policy:

#### **REGULATION NO. 2: FACILITIES ELIGIBLE FOR SPECIAL OCCASION PERMITS**

The following lists facilities that are considered eligible for licensing under a Special Occasion Permit. Granting permission for an SOP function is at the discretion of the Facility Manager depending on the nature of the function, other activities occurring in the facility and a demonstration that the sponsoring organization can manage the function effectively.

#### **REGULATION NO. 3: MUNICIPAL FACILITIES ELIGIBLE FOR LICENSING**

##### **SECTION A: WEST FERRIS CENTENNIAL COMMUNITY CENTRE (WFCCC)**

- A. That the hall of the West Ferris Community centre (WFCCC) be designated as a suitable facility for licensed functions.
- B. That the arena floor surface of the WFCCC is designated as a suitable facility for licensed functions when the ice surface is covered or removed.
- C. That the boardroom of the West Ferris Arena is designated as a suitable area for licensed functions.

##### **SECTION B: PETE PALANGIO ARENA**

- A. That the lounge of the Pete Palangio arena be designated as a suitable area for licensed functions only when both ice surfaces have been rented by adult groups.
- B. That the boardroom of the Pete Palangio arena is designated as a suitable area for licensed functions.

##### **SECTION C: MEMORIAL GARDENS**

Memorial Gardens holds a permanent liquor license. As a result, the following areas may be licensed under a Special Occasion Permit; however, this requires notification to the Alcohol and Gaming Commission of Ontario and a request to temporarily suspend the permanent license. This is at the discretion of the Facility Manager.

- A. That the Hall of Fame room be designated as a suitable area for SOP licensed functions.
- B. That the Super Suite be designated as a suitable area for SOP licensed functions.
- C. That the West lobby area be designated as a suitable area for SOP licensed functions.
- D. That the arena floor area be designated as a suitable area for SOP licensed functions.

**SECTION D: THOMSON PARK AND LEE PARK**

- A. That the picnic shelter area of Thomson Park and Lee Park are designated as areas suitable for outdoor licensed functions.

**REGULATION NO. 5: FACILITIES AND PARKS NOT SUITABLE FOR LICENSED EVENTS**

**SECTION B: OTHER FACILITIES NOT MENTIONED**

That all other parks, ball fields, play areas and facilities, beaches and green spaces owned and operated by the City of North Bay be designated as areas not suitable for alcohol consumption and licensed events.

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

Report No: CORP 2012-95

June 25, 2012

Originator: Paul Valenti

Subject: Request for Quotation 2012-50 Epoke Spreader 4900 (9 cubic metres)

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**RECOMMENDATION:**

That North Bay City Council approves the award of a contract to Joe Johnson Equipment Inc. in the amount of \$100,080.00 (HST excluded) for the purchase of an Epoke 4900 Spreader (9 cubic metres).

**BACKGROUND:**

The City has purchased the Epoke 4900 Spreader for previous plow trucks currently operating out of Roads division. In 2008, the City conducted an extensive evaluation to determine a spreader system suitable for City operations. The Epoke unit was selected as the preferred system based on operational requirements in managing the salt and sand program. The unit provides a control system that accurately measures and systematically meters the operation of salt and sand, a requirement in complying with the Ontario salt management program. This model is the industry standard throughout the province.

The City has standardized to the Epoke system based on operational efficiencies and best value to the City. The City continues to follow the industry on the latest technology available, providing all manufacturers the opportunity to demonstrate new technology that can meet both the operational and compliance requirements of the City.

The Purchasing Manager, Managing Director of Engineering, Environmental Services and Works, and Fleet Supervisor determined the best method in soliciting a price for a Spreader system is a sole source RFQ directly to Joe Johnson Equipment Inc. The bid price received is in the amount of \$100,080.00 (HST excluded).

The price was substantiated with a copy of an invoice to another municipality to ensure the City is receiving best pricing.

---

**ANALYSIS / OPTIONS:**

1. Award the contract to the Joe Johnson Equipment Inc. for the purchase of an Epoke 4900 Spreader that provides best value to the City.
2. Do not award the contract. This option is not recommended as the Spreader to be purchased is part of the vehicle replacement program. An older Spreader will continue to be used

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resulting in increased maintenance costs and reduced efficiencies in the salt and sand program.

---

**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

Option #1 is recommended as follows:

That North Bay City Council approves the award of a contract to Joe Johnson Equipment Inc. in the amount of \$100,080.00 (HST excluded) for the purchase of an Epoke 4900 Spreader (9 cubic metres).

An amount of \$1,200,000 has been allocated, and sufficient funds are available, in the 2012 Engineering, Environmental Services and Works Capital Budget, Project 6050FL Vehicles and Equipment Replacement; authorized by By-law No. 2012-45 dated February 21, 2012.

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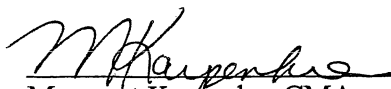
Respectfully submitted,



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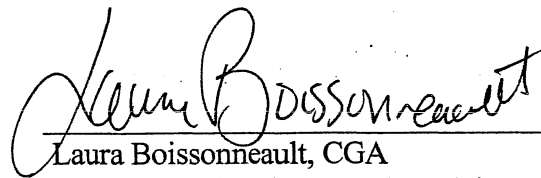
Paul Valenti  
Manager of Purchasing

We concur in this report and recommendation.



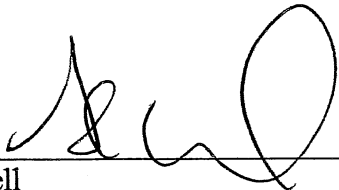
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Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer



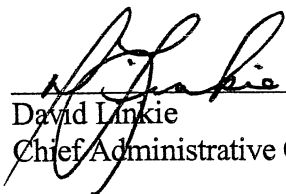
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Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting



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Alan Korell  
Managing Director,  
Engineering, Environmental Services and  
Works



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David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor  
Attachments: Tenders

## REPORT TO COUNCIL

Report No: CORP 2012-93

June 25, 2012

Originator: Paul Valenti

Subject: Request for Quotation 2012-49 Trackless Tractor

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**RECOMMENDATION:**

That North Bay City Council approves the award of a contract to Work Equipment Ltd. in the amount of \$120,050.00 (HST excluded) for the purchase of a Trackless Tractor.

**BACKGROUND:**

In 2008 the City participated in a trial and testing of sidewalk snow removal machines. Four (4) different suppliers/manufactures took part in the evaluation. The criteria evaluated included dealer parts and service, compatibility of City owned attachments, plows, snow blowers, side walk sweepers, sanders, mower decks and the ability to utilize currently owned attachments invested by the City. The Trackless MT6 Tractor was the preferred sidewalk machine in overall testing and evaluation. It is currently considered the preferred unit within the industry and would offer the best value to the City.

The City has eight (8) trackless units and several attachments throughout Roads Dept, Parks & Recreation and land fill site. The City currently realizes savings and added value through the sharing and utilization of the trackless units between departments for summer construction and winter control operations.

The City has standardized to the Trackless MT6 Tractor manufactured by Work Equipment Ltd. based on operational efficiencies and best value to the City. The City continues to follow the industry on the latest technology available, providing all manufacturers the opportunity to demonstrate new technology that can meet the operational requirements of the City.

The Purchasing Manager and Fleet Supervisor have determined the best method in soliciting a price for the Trackless Tractor is a sole source RFQ directly to Work Equipment Ltd. The bid price received is in the amount of \$120,050.00 and includes the optional plow and salt and sand spreader.

The price was substantiated with a copy of an invoice to another municipality to ensure the City is receiving best pricing.

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**ANALYSIS / OPTIONS:**

1. Award the contract to the Work Equipment Ltd. for the purchase of a Trackless Tractor that provides best value to the City.



- 
2. Do not award the contract. This option is not recommended as the Trackless Tractor is to be purchased as part of the vehicle replacement program. An older tractor will continue to be used resulting in increased maintenance costs along with the requirement to replace a tractor in future years.

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**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

Option #1 is recommended as follows:

That North Bay City Council approves the award of a contract to Work Equipment Ltd. in the amount of \$120,050.00 (HST excluded) for the purchase of a Trackless Tractor.

An amount of \$1,200,000 has been allocated, and sufficient funds are available, in the 2012 Engineering, Environmental Services and Works Capital Budget, Project 6050FL Vehicles and Equipment Replacement; authorized by By-law No. 2012-45 dated February 21, 2012.

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Respectfully submitted,



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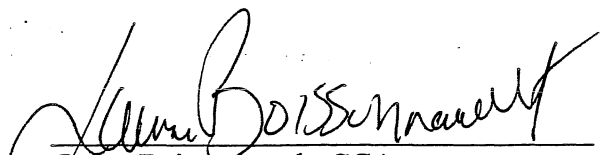
Paul Valenti  
Manager of Purchasing

We concur in this report and recommendation.



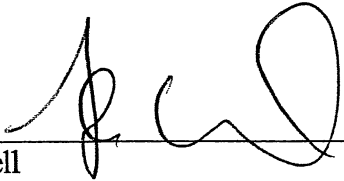
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Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer



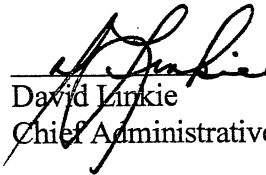
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Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting



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Alan Korell  
Managing Director,  
Engineering, Environmental Services and  
Works



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David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor  
Attachments: Tenders

## REPORT TO COUNCIL

Report No: CORP 2012-96

June 25, 2012

Originator: Paul Valenti

Subject: Request for Quotation 2012-52 Epoke Spreader 4900 (4 cubic metres)

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**RECOMMENDATION:**

That North Bay City Council approves the award of a contract to Joe Johnson Equipment Inc. in the amount of \$91,794.00 (HST excluded) for the purchase of an Epoke 4900 Spreader (4 cubic metres).

**BACKGROUND:**

The City has purchased the Epoke 4900 Spreader for previous plow trucks currently operating out of Roads division. In 2008, the City conducted an extensive evaluation to determine a spreader system suitable for City operations. The Epoke unit was selected as the preferred system based on operational requirements in managing the salt and sand program. The unit provides a control system that accurately measures and systematically meters the operation of salt and sand, a requirement in complying with the Ontario salt management program. This model is the industry standard throughout the province.

The City has standardized to the Epoke system based on operational efficiencies and best value to the City. The City continues to follow the industry on the latest technology available, providing all manufacturers the opportunity to demonstrate new technology that can meet both the operational and compliance requirements of the City.

The Purchasing Manager, Managing Director of Engineering, Environmental Services and Works, and Fleet Supervisor determined the best method in soliciting a price for a Spreader system is a sole source RFQ directly to Joe Johnson Equipment Inc. The bid price received is in the amount of \$91,794.00 (HST excluded).

The price was substantiated with a copy of an invoice to another municipality to ensure the City is receiving best pricing.

---

**ANALYSIS / OPTIONS:**

1. Award the contract to the Joe Johnson Equipment Inc. for the purchase of an Epoke 4900 Spreader that provides best value to the City.
2. Do not award the contract. This option is not recommended as the Spreader to be purchased is part of the vehicle replacement program. An older Spreader will continue to be used

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resulting in increased maintenance costs and reduced efficiencies in the salt and sand program.

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**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

Option #1 is recommended as follows:

That North Bay City Council approves the award of a contract to Joe Johnson Equipment Inc. in the amount of \$91,794.00 (HST excluded) for the purchase of an Epoke 4900 Spreader (4 cubic metres).

An amount of \$1,200,000 has been allocated, and sufficient funds are available, in the 2012 Engineering, Environmental Services and Works Capital Budget, Project 6050FL Vehicles and Equipment Replacement; authorized by By-law No. 2012-45 dated February 21, 2012.

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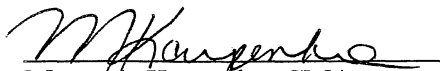
Respectfully submitted,



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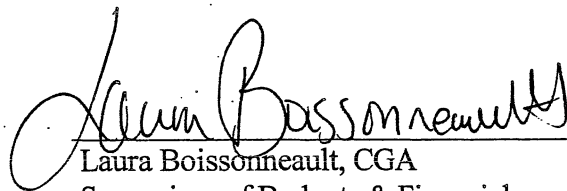
Paul Valenti  
Manager of Purchasing

We concur in this report and recommendation.



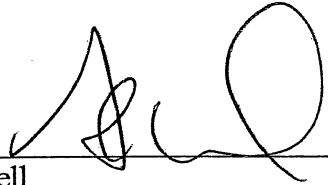
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Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer



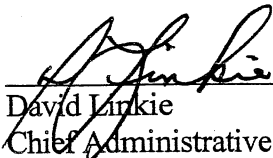
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Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting



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Alan Korell  
Managing Director,  
Engineering, Environmental Services and  
Works



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David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor  
Attachments: Tenders

## REPORT TO COUNCIL

Report No: CORP 2012-89

June 25, 2012

Originator: Paul Valenti

Subject: Tender 2012-46 Two (2) Crew Cab Trucks with Field Service Crane

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**RECOMMENDATION:**

That North Bay City Council approves the award of a contract to George Stockfish Sales Ltd. in the amount of \$166,266.00 (HST excluded) for the purchase of two (2) Crew Cab Trucks with Field Service Crane.

**BACKGROUND:**

As part of the Public Works Vehicle Replacement Program, the City requested tenders for two (2) new Crew Cab Trucks with Field Service Crane. The vehicles will replace two (2) existing trucks being retained by the City for parts and scrap based on a minimal trade-in value.

The tender was advertised publicly in accordance with the City Purchasing Policy. The Purchasing Department distributed nine (9) tender packages. The tender closed on June 13, 2012. Five (5) tenders were received and evaluated by the Purchasing Manager and Fleet Supervisor. The results are as follows:

George Stockfish Ford Sales (1987) Ltd.	\$ 166,266.00
69100009 Canada Inc.	\$ 171,052.08
North Bay Chrysler	\$ 188,552.00
Lewis Motor Sales (North Bay) Inc.	\$ 202,190.00
Freightliner North Bay	\$ 233,814.00

The cost is considered fair and reasonable.

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**ANALYSIS / OPTIONS:**

1. Award the contract to the lowest responsive bidder meeting specifications as per the City of North Bay Purchasing Policy.
  2. Do not award the contract. This option is not recommended as the vehicles to be purchased are part of the vehicle replacement program. Older vehicles will continue to be used resulting in increased maintenance costs along with the requirement to replace vehicles in future years.
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**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

Option #1 is recommended as follows:

That North Bay City Council approves the award of a contract to George Stockfish Sales Ltd. in the amount of \$166,266.00 (HST excluded) for the purchase of two (2) Crew Cab Trucks with Field Service Crane.

An amount of \$800,000 has been allocated, and sufficient funds are available, in the 2012 Water and Sewer Capital Budget, Project 6050WS Vehicles and Equipment Replacement; authorized by By-law No. 2012-47 dated February 21, 2012.

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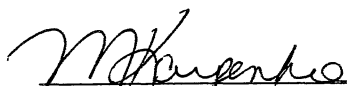
Respectfully submitted,



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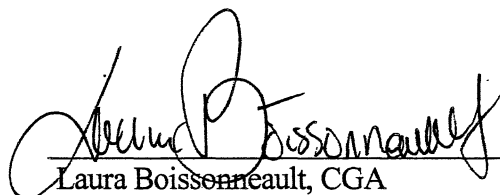
Paul Valenti  
Manager of Purchasing

We concur in this report and recommendation.



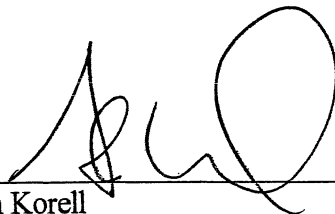
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Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer



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Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting



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Alan Korell  
Managing Director,  
Engineering, Environmental Services and  
Works

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David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor  
Attachments: Tenders



## REPORT TO COUNCIL

Report No: CORP 2012-90

June 25, 2012

Originator: Paul Valenti

Subject: Tender 2012-43 Three (3) Extended Super Cab Pickup Trucks

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**RECOMMENDATION:**

That North Bay City Council approves the award of a contract to Georgian Chevrolet Buick GMC in the amount of \$64,000.00 (HST excluded) for the purchase of three (3) Extended Super Cab Pickup Trucks.

**BACKGROUND:**

As part of the Public Works Vehicle Replacement Program, the City requested tenders for three (3) Extended Super Cab Pickup Trucks. The tender included the trade-in of two (2) existing City trucks. The City will scrap the remaining truck being replaced.

The tender was advertised publicly in accordance with the City Purchasing Policy. The Purchasing Department distributed nine (9) tender packages. The tender closed on June 13, 2012. Four (4) tenders were received and evaluated by the Purchasing Manager and Fleet Supervisor. The results are as follows:

Georgian Chevrolet Buick GMC	\$ 64,000.00
North Bay Chrysler	\$ 66,000.00
True North Chevrolet	\$ 66,388.27
George Stockfish Ford Sales (1987) Ltd.	\$ 68,885.00

The cost is considered fair and reasonable.

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**ANALYSIS / OPTIONS:**

1. Award the contract to the lowest responsive bidder meeting specifications.
  2. Do not award the contract. This option is not recommended as the vehicles to be purchased are part of the vehicle replacement program. Older vehicles will continue to be used resulting in increased maintenance costs along with the requirement to replace vehicles in future years.
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**RECOMMENDED OPTION / FINANCIAL IMPACTS:**

Option #1 is recommended as follows:

That North Bay City Council approves the award of a contract to Georgian Chevrolet Buick GMC in the amount of \$64,000.00 (HST excluded) for the purchase of three (3) Extended Super Cab Pickup Trucks.

An amount of \$1,200,000 has been allocated, and sufficient funds are available, in the 2012 Engineering, Environmental Services and Works Capital Budget, Project 6050FL Vehicles and Equipment Replacement; authorized by By-law No. 2012-45 dated February 21, 2012.

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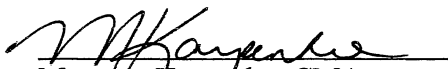
Respectfully submitted,



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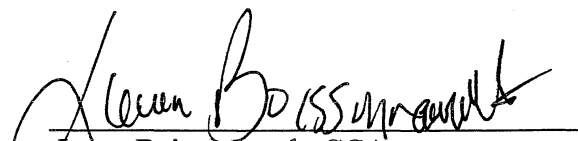
Paul Valenti  
Manager of Purchasing

We concur in this report and recommendation.



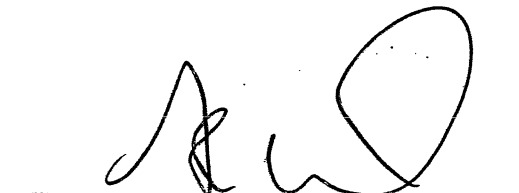
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Margaret Karpenko, CMA  
Chief Financial Officer/Treasurer




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Laura Boissonneault, CGA  
Supervisor of Budgets & Financial  
Reporting



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Alan Korell  
Managing Director,  
Engineering, Environmental Services and  
Works



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David Linkie  
Chief Administrative Officer

Personnel designated for continuance: Fleet Supervisor  
Attachments: Tenders

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

**BY-LAW NO. 2012-160**

**BEING A BY-LAW TO STOP UP, CLOSE AND CONVEY  
A PORTION OF THE LANEWAY LOCATED IN A BLOCK  
BOUNDED BY DOUGLAS STREET, LORNE AVENUE,  
GALT STREET AND LANSDOWNE AVENUE  
IN THE CITY OF NORTH BAY**

**WHEREAS** it is deemed expedient and in the interest of The Corporation of the City of North Bay that part of the laneway abutting Lots 9 and 14, Plan M-32 be closed, stopped up and sold to the abutting owners;

**AND WHEREAS** by Resolution No. 2011-558 passed on the 2<sup>nd</sup> day of August, 2011, Council approved the closure of the laneway;

**AND WHEREAS** the laneway abutting Lots 9 and 14, Plan M-32 is hereby declared to be surplus;

**AND WHEREAS** notice of this by-law was published once a week for two consecutive weeks in the North Bay Nugget, published in the City of North Bay;

**AND WHEREAS** no person has claimed that his lands will be prejudicially affected by the passing of this by-law nor applied to be heard in person or by his counsel, solicitor, or agent, the Council of the City nor a Committee of said Council;

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

1. That certain part of the laneway abutting Lots 9 and 14, Plan M-32 designated as Parts 1 and 2 on Reference Plan 36R-13274 is hereby closed, stopped up and conveyed.
2. The City shall transfer Parts 1 and 2, Plan 36R-13274 to the owners of the lands abutting thereon, their successors or assigns, upon receipt of the consent in writing of the abutting registered owner, if the transfer is to be to a person other than the abutting registered owner.
- 3.(a) Subject to paragraph (b), in the event that an abutting owner to the said laneway does not consent to the disposition of the laneway within 60 days of the date of the passing of this by-law, then the clerk shall, upon request of an abutting owner of the opposite side of the laneway, give 30 days notice by prepaid registered mail to the abutting owner of the laneway to the effect that if the abutting owner does not agree to purchase one-half of the abutting laneway at a pro-rata share of the survey, legal, advertising costs and purchase price incurred in the laneway closing, then the said one-half of the laneway may be transferred to the opposite owner for the same cost.  
  
(b) Upon receipt of an Irrevocable Consent of the disposition of the laneway from the adjacent owner then that portion of the laneway may be transferred upon registration of the by-law.
4. This by-law comes into force and effect upon a certified copy of the by-law being registered in the Land Titles Office for the District of Nipissing.

READ A FIRST TIME IN OPEN COUNCIL THE 3<sup>RD</sup> DAY OF JULY, 2012.

READ A SECOND TIME IN OPEN COUNCIL THE 3<sup>RD</sup> DAY OF JULY, 2012.

cc.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THE 16<sup>TH</sup> DAY OF JULY, 2012.

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

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

## LANE CLOSING BY-LAW

The Council of The Corporation of the City of North Bay will consider and, if approved, will pass and enact at its meeting to be held on the 16<sup>th</sup> day of July, 2012, at the hour of 7:00 o'clock in the evening at the Council Chambers, City Hall, 200 McIntyre Street East, a by-law to close a portion of the **laneway located in a block bounded by Douglas Street, Lorne Avenue, Galt Street and Lansdowne Avenue**, located in the City of North Bay as shown on the key map below and described as follows:

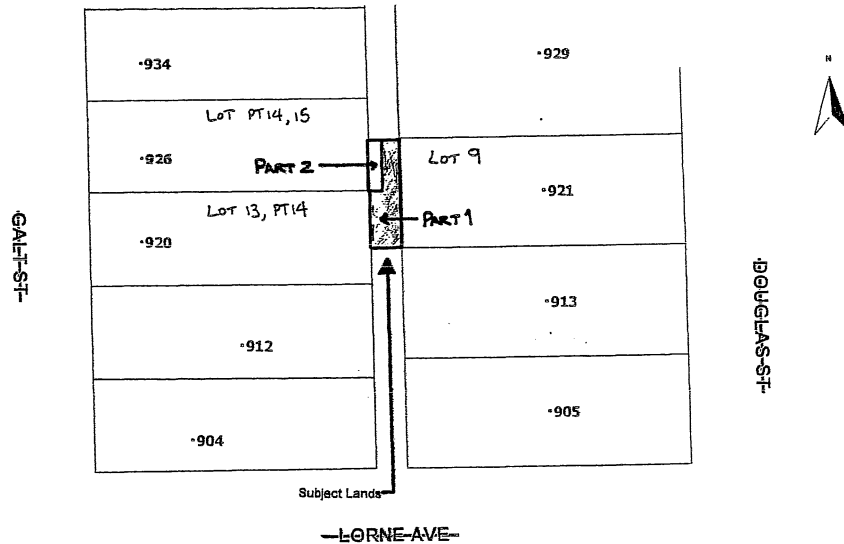
That portion of the **laneway located in a block bounded by Douglas Street, Lorne Avenue, Galt Street and Lansdowne Avenue**, and bounded on the west by Lot 14 and on the east by Lot 9, Plan M-32, designated as Parts 1 & 2, on Reference Plan 36R-13274, in the City of North Bay, in the Land Titles Division of Nipissing is to be closed, stopped up and conveyed to the owners of lands abutting the said laneway.

The appropriate plan may be examined at the Office of the City Clerk at the City Hall, 200 McIntyre Street East, North Bay, Ontario.

The Council will, at the said meeting hear in person or by his Counsel, Solicitor or Agent, any person who claims that his or her lands will be prejudicially affected by the by-law and who applies to be heard.

Dated and first published at the City of North Bay this 23<sup>rd</sup> day of June, 2012.

Catherine Conrad  
City Clerk



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

**BY-LAW NO. 2012-162**

**BEING A BY-LAW TO CONFIRM PROCEEDINGS  
OF THE MEETING OF COUNCIL ON  
JUNE 18, 2012**

**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 June 18, 2012 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 3<sup>RD</sup> DAY OF JULY, 2012.

CC

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY 2012.

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 3<sup>RD</sup> DAY OF JULY, 2012.

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

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

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

**BY-LAW NO. 2012-164**

**A BY-LAW TO AUTHORIZE THE  
TRANSIT COACH REPLACEMENT PROGRAM**

**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 2012-395 at its Meeting held Monday, June 18, 2012, authorizing the Transit Coach Replacement Program being 2012 Community Services Capital Budget Project No. 6082TR, with a net debenture cost of \$530,000.00;

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

1. That the net expenditure of \$530,000.00 for the Transit Coach Replacement Program for the following be hereby authorized:

Vehicles	\$827,390.00
Temporary Financing and Contingencies	<u>55,000.00</u>
Total Expenditure	\$882,390.00

Less:

Provincial Dedicated Gas Tax Funding	<u>\$352,390.00</u>
Net Amount to be Debentured	\$530,000.00

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 \$530,000.00 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.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

cc. READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF JULY, 2012

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

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

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

**BY-LAW NO. 2012-165**

**A BY-LAW TO AUTHORIZE THE  
AIRPORT ROAD RESURFACING PROGRAM**

**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 2012-396 at its Meeting held Monday, June 18, 2012, authorizing the Airport Road Resurfacing Program being the 2013 Engineering, Environmental Services and Works Capital Budget Project No. 3402RD, with a net debenture cost of \$176,191.00;

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

1. That the expenditure of \$176,191.00 for the Airport Road Resurfacing Program for the following be hereby authorized:

Construction Contract	\$167,801.00
Temporary Financing and Contingency Costs	<u>\$ 8,390.00</u>
Net Amount to be Debentured	\$176,191.00

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 \$176,191.00 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.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF JULY, 2012

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

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



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

**BY-LAW NO. 2012-166**

**A BY-LAW TO AUTHORIZE THE  
COLLEGE DRIVE – NEW CLIMBING LANE,  
WIDENING AND PATHWAY 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 2012-396 at its Meeting held Monday, June 18, 2012, authorizing the College Drive – New Climbing Lane, Widening and Pathway Project being 2012 Engineering, Environmental Services and Works Capital Budget Project No. 3602RD, with a net debenture cost of \$133,333.00;

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

1. That the expenditure of \$133,333.00 for the College Drive – New Climbing Lane, Widening and Pathway Project for the following be hereby authorized:

Construction Contract	\$126,984.00
Temporary Financing and Contingency Costs	<u>\$ 6,349.00</u>
Net Amount to be Debentured	\$133,333.00

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 \$133,333.00 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.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012

cc  
READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF JULY, 2012

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

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

**THE CORPORATION OF THE CITY OF NORTH BAY****BY-LAW NO. 2012-147****A BY-LAW TO AMEND ZONING BY-LAW NO. 28-80 TO REZONE  
CERTAIN LANDS ON PERUT PLACE AT TROUT LAKE ROAD****(STEVE CREA HOMES LIMITED – PERUT PLACE SUBDIVISION, PHASE II)**

**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 3rd, 2012 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 designation of the property shown on Schedules “A” and “B” attached hereto, and more particularly described as Plan M-85, Part Lot 38, 39 & 40 and Lots 41 to 50, Part of Giroux, George & Lindsay Streets (Closed), Reference Plan NR-1354, Parts 6 & 7, Reference Plan 36R-9979, Parts 1 & 2, Parcels 18727, 18728, and the Remainder of Parcel 539 in the former Township of Widdifield, all in the City of North Bay, from a “District Commercial (C4)” zone to a “Residential Multiple Third Density (RM3)” zone and to a “Residential Third Density (R3)” zone.
- 2) All buildings or structures erected or altered and the use of land in such “Residential Multiple Third Density (RM3)” and “Residential Third Density (R3)” zones 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 4 of Reg. 254/06, as amended.
  - b) Where no notice of appeal is filed with the Clerk of The Corporation of the City of North Bay within twenty (20) days after the day that the giving of written notice as required by the Act is completed, then this By-law shall be deemed to have come into force on the day it was passed.
  - c) Where one or more notices of appeal are filed with the Clerk of The Corporation of the City of North Bay within twenty (20) days after the day that the giving of written notice

as required by the Act is completed, setting out the objection to the By-law and the reasons in support of the objection, then this By-law shall not come into force until all appeals have been finally disposed of, whereupon the By-law shall be deemed to have come into force on the day it was passed.

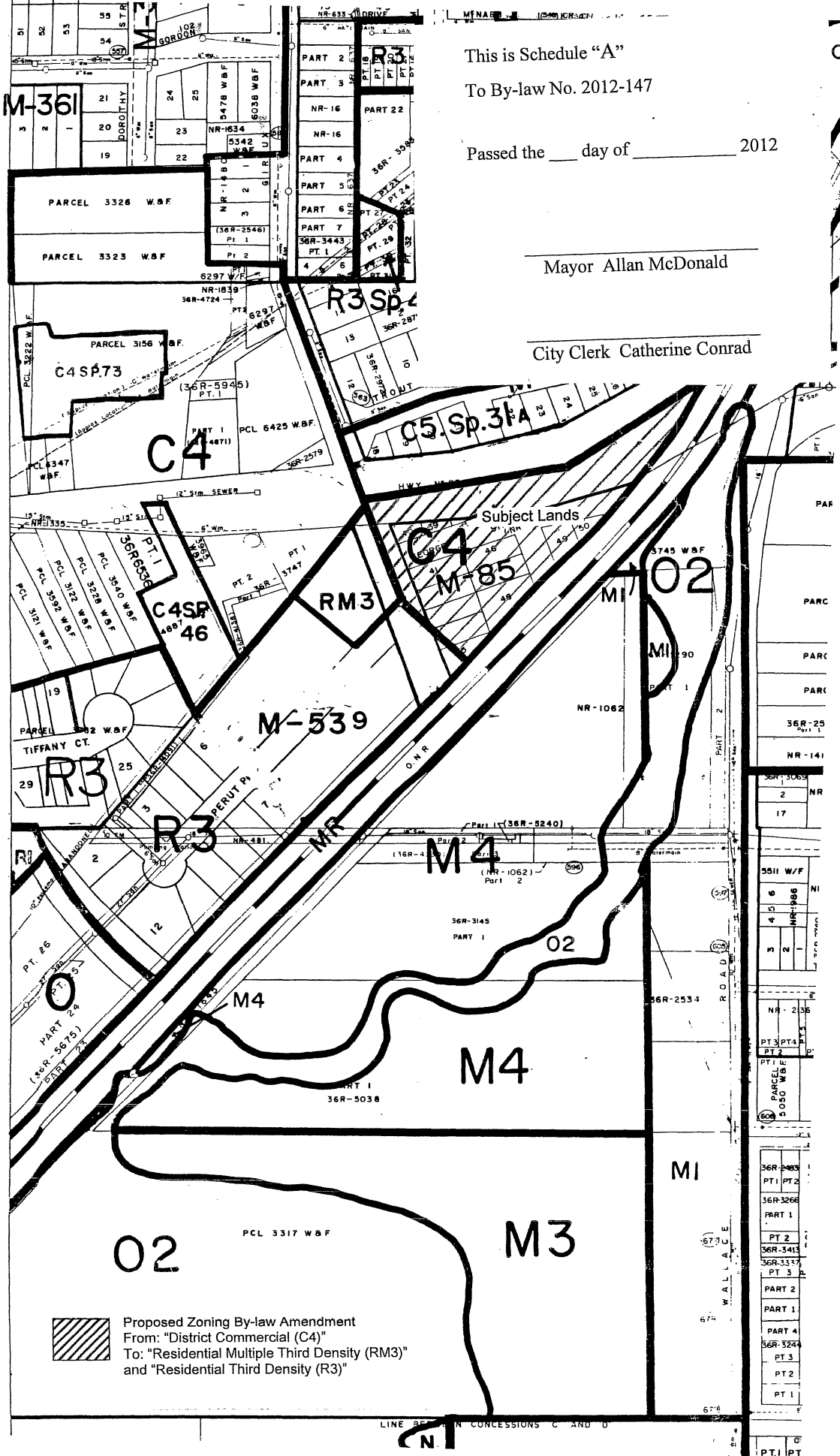
READ A FIRST TIME IN OPEN COUNCIL THE 3RD DAY OF JULY, 2012.

READ A SECOND TIME IN OPEN COUNCIL THE 3RD DAY OF JULY, 2012.

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2012.

\_\_\_\_\_  
MAYOR ALLAN MCDONALD

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



This is Schedule "A"  
To By-law No. 2012-147

Passed the \_\_\_ day of \_\_\_\_\_ 2012

Mayor Allan McDonald

City Clerk Catherine Conrad



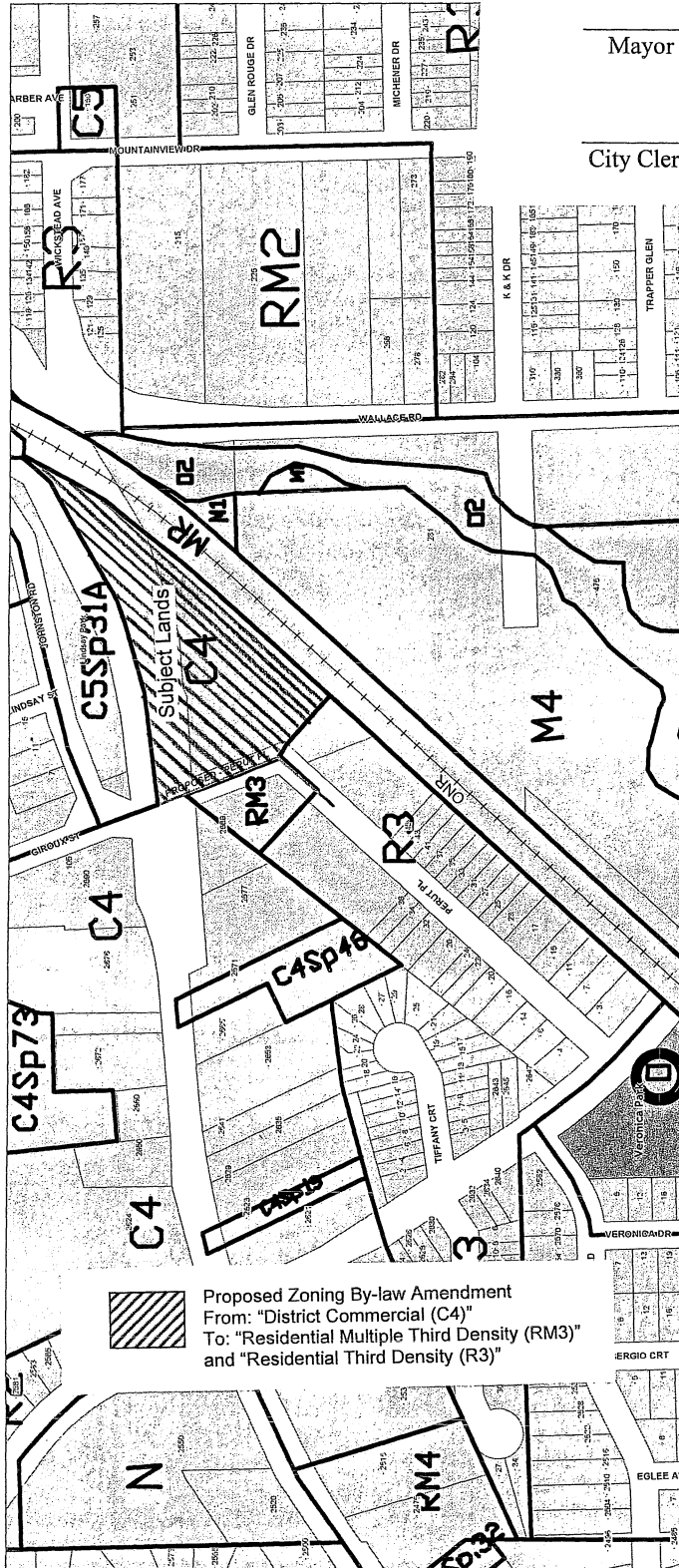
Proposed Zoning By-law Amendment  
From: "District Commercial (C4)"  
To: "Residential Multiple Third Density (RM3)"  
and "Residential Third Density (R3)"

LINE BETWEEN CONCESSIONS 'C' AND 'D'

PARC
PARC
PARC
PARC
PARC
36R-25 Part 1
NR-141
36R-3069
2 NR
17
5511 W/F
MI
MI-1986
MI
MI
NR-235
PT 3 PT 4
PT 2
PT 1
PARCEL 4050 W.B.F. Part 1
608
36R-3483
PT 1 PT 2
36R-3266
PART 1
PT 2
36R-3411
PT 3
36R-3337
PT 3
PART 2
PART 1
PART 4
36R-3244
PT 3
PT 2
PT 1
PT 1
PT 1

Mayor Allan McDonald

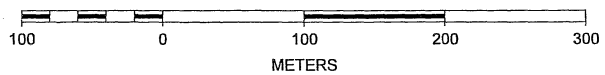
City Clerk Catherine Conrad



Proposed Zoning By-law Amendment  
From: "District Commercial (C4)"  
To: "Residential Multiple Third Density (RM3)"  
and "Residential Third Density (R3)"



SCALE 1 : 4,138



This is Schedule "C"

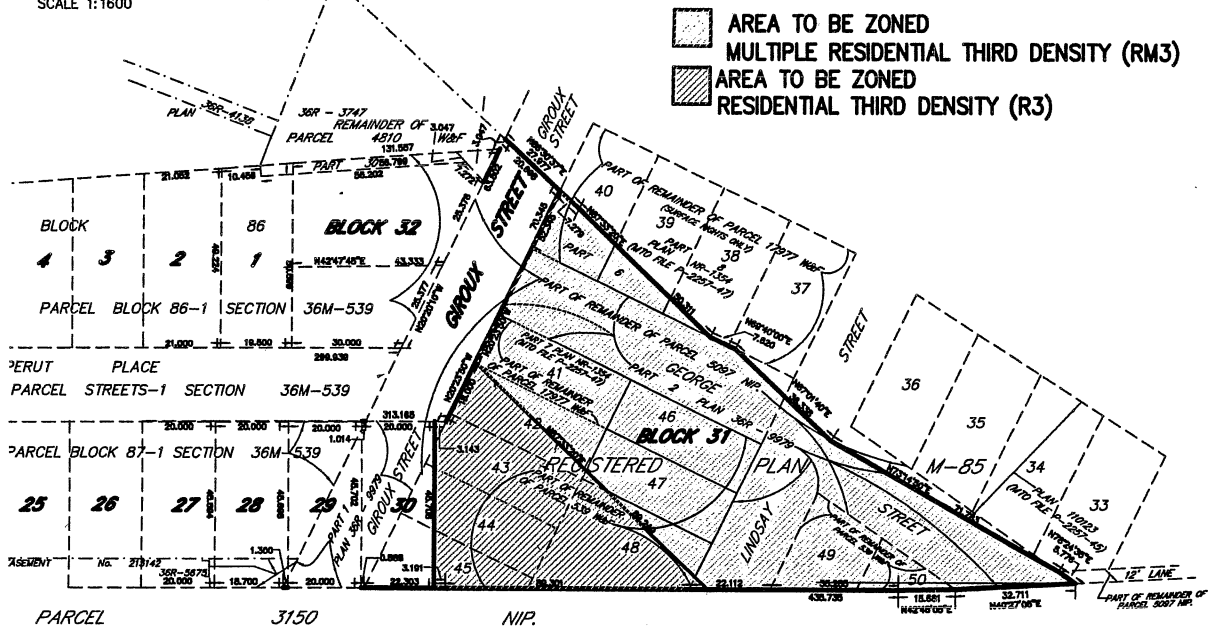
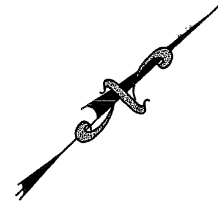
To By-law No. 2012-147

Passed the \_\_\_ day of \_\_\_\_\_ 2012

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

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

SKETCH FOR A ZONING BY-LAW AMENDMENT  
PART OF PERUT PLACE  
REGISTERED PLAN 36M-539  
ALL OF LOTS 41 TO 50  
AND PART OF LOTS 38, 39 AND 40  
AND PART OF GIROUX STREET, LINDSAY STREET AND GEORGE STREET  
REGISTERED PLAN M-85  
**CITY OF NORTH BAY**  
DISTRICT OF NIPISSING  
MILLER & URSO SURVEYING INC.  
SCALE 1:1600



AK.

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

**BY-LAW NO. 2012-101**

**A BY-LAW TO REMOVE THE HOLDING ZONE SYMBOL  
FROM LANDS ZONED BY BY-LAW NO. 2006-66**

**(CARMICHAEL DRIVE)**

WHEREAS the Official Plan for the City of North Bay contains policies relating to the use of holding zone provisions pursuant to Section 36 of the Planning Act, R.S.O. 1990.

AND WHEREAS the lands affected by this by-law are presently subject to holding zone provisions pursuant to By-law No. 2006-66;

AND WHEREAS the requirements for the removal of the holding zone have been satisfied and the lands may now fully adopt the "Residential First Density (R1)" zone symbol;

AND WHEREAS Resolution No. 2012-\_\_\_\_ passed by Council at its Regular Meeting held on Tuesday, July 3rd, 2012 authorized the removal of the "Holding (H)" zone symbol;

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

1. Schedules "B" to By-law No. 2006-66, as amended, are hereby further amended by removing the "(H)" holding zone symbol from certain lands in accordance with the attached Schedule "A", which forms part of this By-law.
2. All other applicable provisions of By-law No. 2006-66, as amended, shall continue to apply to the lands affected by this By-law.

READ A FIRST TIME IN OPEN COUNCIL THE 3RD DAY OF JULY 2012.

READ A SECOND TIME IN OPEN COUNCIL THE 3RD DAY OF JULY 2012.

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 3RD DAY OF JULY 2012.

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MAYOR ALLAN MCDONALD

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CITY CLERK CATHERINE CONRAD

**THE CORPORATION OF THE CITY OF NORTH BAY****BY-LAW NO. 2012-148****BY-LAW TO DESIGNATE A SITE PLAN CONTROL  
AREA ON CERTAIN LANDS ON PERUT PLACE AT TROUT LAKE ROAD****(STEVE CREA HOMES LIMITED – PERUT PLACE SUBDIVISION, PHASE II)**

**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. 2012-147 to rezone the subject property to a 'Residential Multiple Third Density (RM3)' zone and to a 'Residential Third Density (R3)' zone in order to permit the residential development of the subject lands.

**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 Plan M-85, Part Lot 38, 39 & 40 and Lots 41 to 50, Part of Giroux, George & Lindsay Streets (Closed), Reference Plan NR-1354, Parts 6 & 7, Reference Plan 36R-9979, Parts 1 & 2, Parcels 18727, 18728, and the Remainder of Parcel 539 in the former Township of Widdifield, 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 of buildings and structures referred to in Section 2 hereof, no buildings or structures 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;  
and
  - g) Adequate water supply for firefighting purposes.



- 4) 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 \$1,200 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.
- 5) 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 427 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.
- 6) This By-law comes into force and effect upon being finally passed.

READ A FIRST TIME IN OPEN COUNCIL THE 3RD DAY OF JULY, 2012.

READ A SECOND TIME IN OPEN COUNCIL THE 3RD DAY OF JULY, 2012.

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 3RD DAY OF JULY 2012.

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MAYOR ALLAN MCDONALD

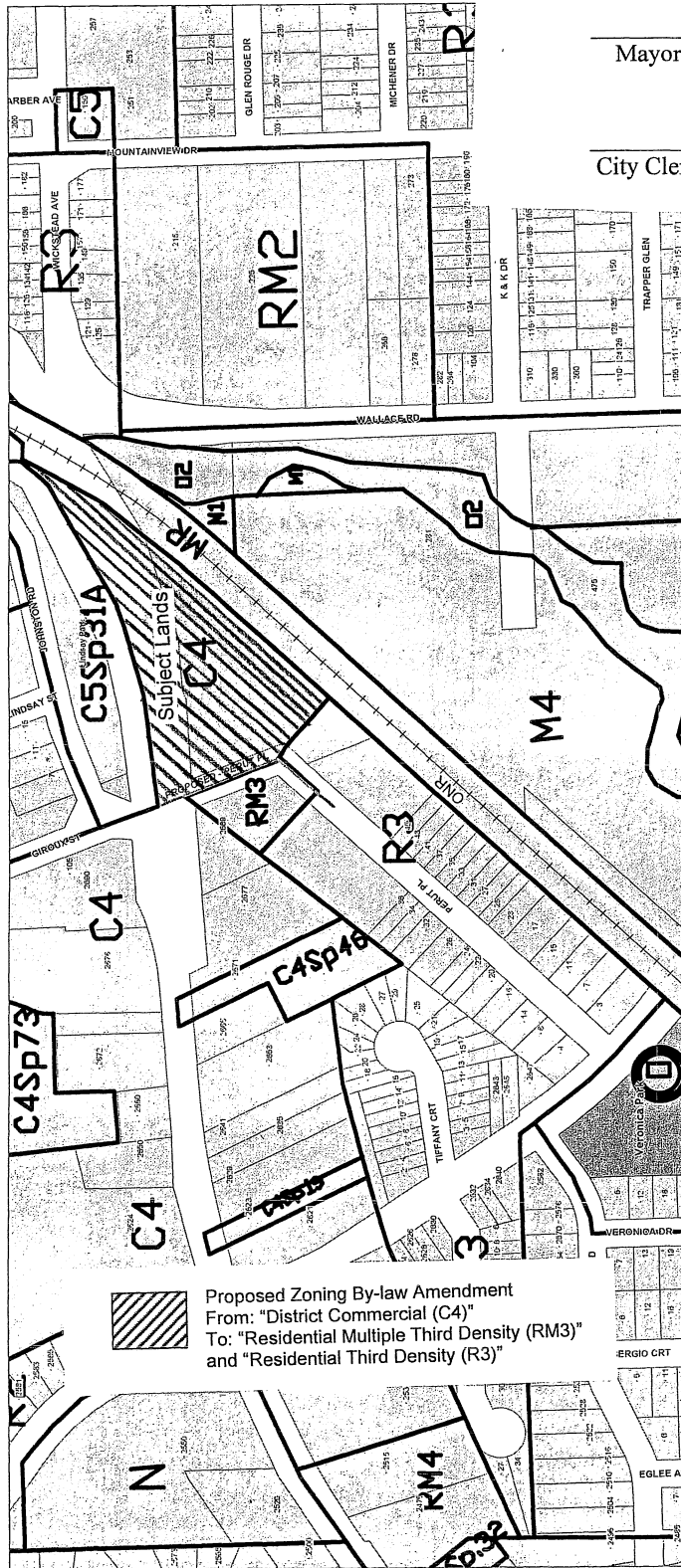
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CITY CLERK CATHERINE CONRAD

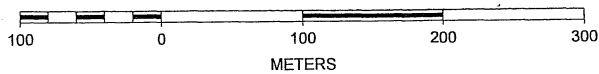
Passed the 3rd day of July, 2012

Mayor Allan McDonald

City Clerk Catherine Conrad



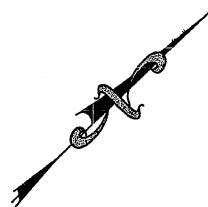
SCALE 1 : 4,138



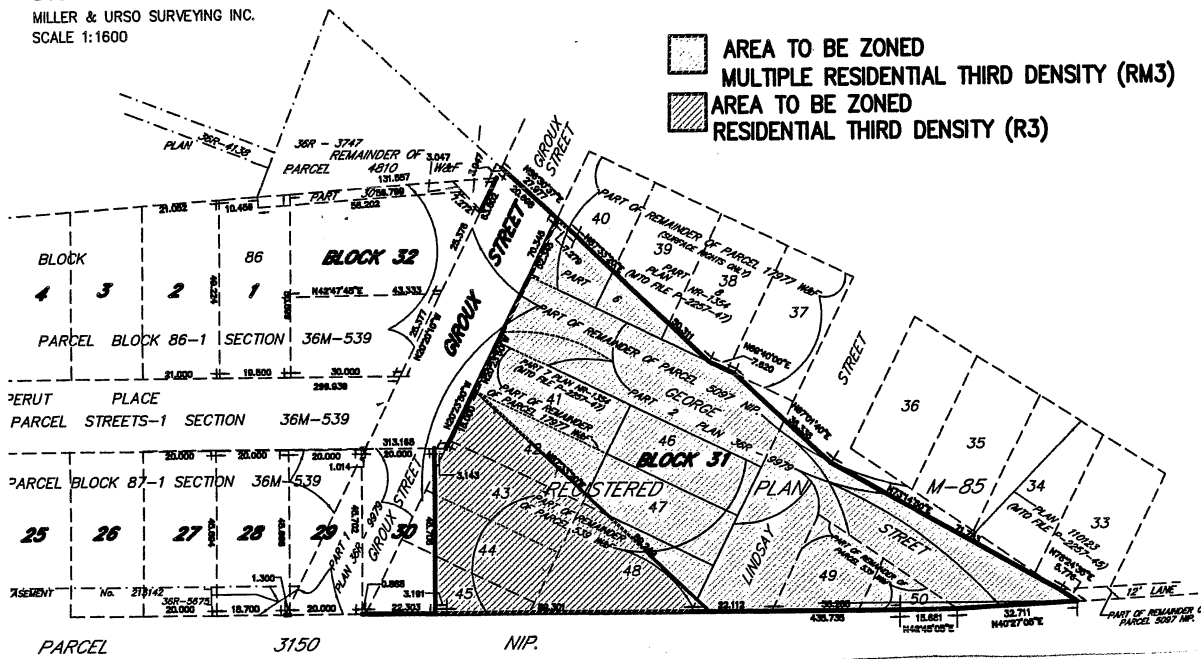
Mayor Allan McDonald

City Clerk Catherine Conrad

SKETCH FOR A ZONING BY-LAW AMENDMENT  
 PART OF PERUT PLACE  
 REGISTERED PLAN 36M-539  
 ALL OF LOTS 41 TO 50  
 AND PART OF LOTS 38, 39 AND 40  
 AND PART OF GIROUX STREET, LINDSAY STREET AND GEORGE STREET  
 REGISTERED PLAN M-85  
**CITY OF NORTH BAY**  
 DISTRICT OF NIPISSING  
 MILLER & URSO SURVEYING INC.  
 SCALE 1:1600



- AREA TO BE ZONED  
MULTIPLE RESIDENTIAL THIRD DENSITY (RM3)
- AREA TO BE ZONED  
RESIDENTIAL THIRD DENSITY (R3)



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

**BY-LAW NO. 2012-163**

**BEING A BY-LAW TO AUTHORIZE THE  
EXECUTION OF AN AGREEMENT WITH  
READ JONES CHRISTOFFERSEN LTD.  
RELATING TO ENGINEERING SERVICES  
FOR THE McINTYRE STREET PARKING  
GARAGE**

**WHEREAS** the agreement with Read Jones Christoffersen Ltd. for engineering services for the McIntyre Street parking garage was approved by Resolution No. 2012-336 passed on the 22<sup>nd</sup> day of May, 2012;

**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 24<sup>th</sup> day of May, 2012 with Read Jones Christoffersen Ltd. relating to engineering services for the McIntyre Street parking garage in a form satisfactory to the City Solicitor.
  
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 Read Jones Christoffersen Ltd. and such further and other documents as may be reasonably required and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

cc

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF JULY, 2012.

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

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

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

**BY-LAW NO. 2012-170**

**BEING A BY-LAW TO AMEND  
BY-LAW NO. 2002-105  
(TO REGULATE FENCES AND TO REQUIRE  
FENCES AROUND SWIMMING POOLS)**

**WHEREAS** Council passed Resolution No. 2012-364 at its Regular Meeting of Council held on Monday, June 4, 2012 to authorize amendments to By-Law No. 2002-105.

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

1. That Section 1(a) is hereby deleted and the following inserted in lieu thereof:

"(a) "Barrier" shall mean a fence, privacy screen, sound barrier or safety barrier."

2. That Section 1(g) is hereby deleted and the following inserted in lieu thereof:

"(g) "Front Yard" shall mean a yard across the full width of the lot between the street line and the face of the building."

3. That the following Section- Fence Variances be added as follows:

**"FENCE VARIANCES**

28. In the event that an owner wishes to vary the limitation in the Fence By-law, an application shall be made to the Property Standards Committee through the Chief Building Official. The Chief Building Official shall notify all property owners within 61 metres (200 feet) of the requested variance. Building Services staff will prepare a recommendation for the Property Standards Committee.
29. The Property Standards Committee shall hold a public meeting to consider the variance request and make a decision. The notice of the decision shall be given to the applicant and all circulated property owners and any other person that requests to be notified.
30. The applicant or any person who made oral or written submissions to the Property Standards Committee may appeal the decision within ten (10) days to Council through a letter of appeal to the Chief Building Official. The Chief Building Official will forward the letter of appeal and any information considered by the Property Standards Committee to City Council for their consideration. Council may uphold or vary the decision of the Property Standards Committee or do any act or make any decision that it might have done had it conducted the hearing itself and the application shall not be entitled to a further hearing on the matter before Council and the decision of Council shall be final."

4. This By-Law shall come into force and effect upon being passed.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

cc

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF JULY, 2012.

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

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

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

**BY-LAW NO. 2012-171**

**BEING A BY-LAW TO AUTHORIZE THE  
EXECUTION OF AN AGREEMENT WITH FIRST  
NORTH ENTERPRISE INC. RELATING TO THE  
SIDEWALK REPLACEMENT PROGRAM**

**WHEREAS** the agreement with First North Enterprise Inc. for the Sidewalk Replacement Program was approved by Resolution No. 2012-263 passed on the 16<sup>th</sup> day of April, 2012;

**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 25<sup>th</sup> day of June, 2012 with First North Enterprise Inc. relating to the Sidewalk Replacement Program in a form satisfactory to the City Solicitor.
  
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 First North Enterprise Inc. and such further and other documents as may be reasonably required and to affix thereto the Corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

READ A SECOND TIME IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JULY, 2012.

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READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 3<sup>RD</sup> DAY OF JULY, 2012.

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MAYOR ALLAN McDONALD

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CITY CLERK CATHERINE CONRAD