

THE CORPORATION OF THE TOWN OF DEEP RIVER

COUNCIL MEETING

Wednesday, March 16, 2011 at 7:00 p.m.

AGENDA

1. CALL TO ORDER

2. DECLARATION OF PECUNIARY INTEREST

3. APPROVAL/ALTERATION OF MEETING AGENDA

4. DELEGATIONS AND PRESENTATIONS

4.1 Hydro One – Lyla Garzouzi, Maggie McDougall, Dave Whittier and Brian Wilson

4.2 Community Improvement Plan – John Walden, Planning and Development Director

5. MINUTES OF PREVIOUS COUNCIL MEETING

5.1 March 2, 2011 – Council Meeting

BE IT RESOLVED THAT the minutes of the Council Meeting of March 2, 2011, as printed and circulated to all members of Council, be approved.

5.2 March 9, 2011 – Committee of the Whole Meeting

BE IT RESOLVED THAT the minutes of the Committee of the Whole Meeting of March 9, 2011, as printed and circulated to all members of Council, be approved.

6. REPORTS

6.1 A/O List Review

6.2 Terms of Reference for Ad Hoc Housing Committee

BE IT RESOLVED THAT Council approve the attached Terms of Reference for the Ad Hoc Housing Committee.

6.3 Capital Purchase – Deep River Police Services Board

WHEREAS the Deep River Police Services requires a new police service vehicle and the Deep River Police Services Board has approved the purchase of a 2011 Ford Crown Victoria cruiser, not to exceed \$40,000;

AND WHEREAS Council deems it advisable to pre-approve such purchase as the funds are available in the Deep River Police Services capital budget;

NOW THEREFORE BE IT RESOLVED THAT Council approve the purchase of a 2011 Ford Crown Victoria cruiser as identified above, and such capital purchase will be included as part of the final budget approval.

7. BY-LAWS

7.1 By-law No. 11-2011

BE IT RESOLVED THAT the following by-law be read a first and second time;

By-law No. 11-2011 – A By-law to authorize entering into a Streetlight Maintenance Agreement with Hydro One Networks Inc.

BE IT RESOLVED THAT the following by-law be read a third time, signed by the Mayor and the Clerk and the Seal of the Corporation be affixed thereto;

By-law No. 11-2011 – A By-law to authorize entering into a Streetlight Maintenance Agreement with Hydro One Networks Inc.

8. ISSUE REPORTS & RECOMMENDATIONS FROM COMMITTEE OF THE WHOLE

8.1 2011JW003ISS – Zoning By-law Revisions

8.2 2011SC001ISS – Deep River & Area Minor Soccer Club-Bill Rounding Park

8.3 2011KH003ISS – Enbridge Gas Distribution Franchise Agreement

BE IT RESOLVED THAT the Council of the Corporation of the Town of Deep River approves the form of draft By-law (including the franchise agreement forming part thereof) attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*;

AND THAT the Council of the Corporation of the Town of Deep River requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the attached draft By-law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*.

8.4 2010 Annual Report for Deep River's Water Treatment Facility

BE IT RESOLVED THAT Council accept the 2010 Annual Report for Deep River's Water Treatment Facility as presented at the March 9, 2011 Committee of the Whole meeting.

8.5 2011BMQ003ISS – Ridge Road Reconstruction-Financing of Unfinanced Capital

BE IT RESOLVED THAT Council approve the transfer of \$50,059.81 from the Gas Tax Reserve to cover the 2010 unfinanced balance owing on the Ridge Road reconstruction project.

8.6 2011ML004INF – Review of Draft Procedural By-law-Committee of the Whole Meetings

9. MOTIONS GIVEN PRIOR NOTICE

10. NEW BUSINESS & NOTICES OF MOTION

10.1 Chip Truck – Councillor Banks

BE IT RESOLVED THAT the Town of Deep River negotiate a one-year lease agreement with the owners of Wazzy's Fries in order to allow Wazzy's Fries to operate at its current location.

10.2 Committee of the Whole – Councillor Banks

BE IT RESOLVED THAT Council hereby instructs that the next revision of the Council Procedural By-law that is presented to Council for adoption shall not include the Committee of the Whole.

10.3 Parliamentary Authority – Councillor Banks

BE IT RESOLVED THAT Council instructs that the next revision of the Council Procedural By-law that is presented to Council for adoption shall include the following statement:

“The current edition of *The Standard Code of Parliamentary Procedure* govern Council in all parliamentary situations that are not provided for in this procedural by-law or in provincial legislation.”

AND BE IT FURTHER RESOLVED THAT the Town purchase copies of the current edition of *The Standard Code of Parliamentary Procedure* for reference by the Clerk, Deputy Clerk, and each Member of Council.

10.4 Procedural Review Committee – Councillor Banks

BE IT RESOLVED THAT Council strike the Procedural Review Committee as an *ad hoc* Committee of Council for the purpose of reviewing the procedural by-law and recommending a revision back to Council.

11. CORRESPONDENCE

11.1 Release of Public Information – Larry Dumoulin

11.2 Request for Sponsorship – Pia Dimayuga

11.3 Thank You for Donation and Invitation to attend Closing Banquet – Renfrew County Senior Games (Stephanie Atkinson)

11.4 Snow Banks at end of Residential Driveways – Alan J. Adams

11.5 Chip Truck – Marion Stewart

12. OTHER BUSINESS & INFORMATION ITEMS

13. CLOSED SESSION

14. CONFIRMATORY BY-LAW

14.1 By-law No. 12-2011

BE IT RESOLVED THAT the following by-law be read a first and second time;

By-law No. 12-2011 – A by-law to confirm the proceedings of the Council of the Corporation of the Town of Deep River at the meeting held on March 16, 2011.

BE IT RESOLVED THAT the following by-law be read a third time, signed by the Mayor and the Clerk and the Seal of the Corporation be affixed thereto;

By-law No. 12-2011 – A by-law to confirm the proceedings of the Council of the Corporation of the Town of Deep River at the meeting held on March 16, 2011.

15. ADJOURNMENT

BE IT RESOLVED THAT Council hereby adjourns the meeting at _____ p.m.

Please note that submissions received by the Town of Deep River from the public, either orally or in writing, may become part of the record at a public Council meeting.



Deep River Council Meeting

MARCH 2011

**LYLA GARZOUZI, MAGGIE
MCDUGALL,**

**DAVE WHITTIER AND BRIAN
WILSON**

AGENDA



- 1. HISTORY**
- 2. BUSINESS PLANNING AND
PRIORITIZATION**
- 3. APPROVED PLANS FOR DEEP
RIVER**
- 4. STREET LIGHTS**
- 5. FUTURE PLANS FOR DEEP RIVER**
- 6. QUESTIONS AND ANSWERS**

HISTORY - TIMELINE



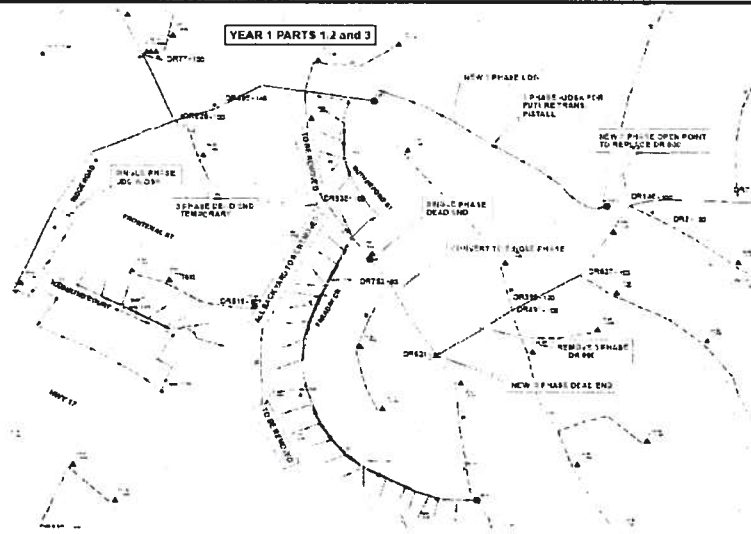
- **PRIOR TO 2000 - DEEP RIVER HYDRO**
- **IN 2000 - HYDRO ONE NETWORKS**
- **2006 - MAJOR STORM**
- **2010 - FOLLOWING OUTAGES A PHASED PLAN WAS PROPOSED**
- **2011 - PHASE 1 CONSTRUCTION, SEEK APPROVAL FOR PHASE 2**
- **2012 - TENTATIVE PHASE 2**

BUSINESS PLANNING

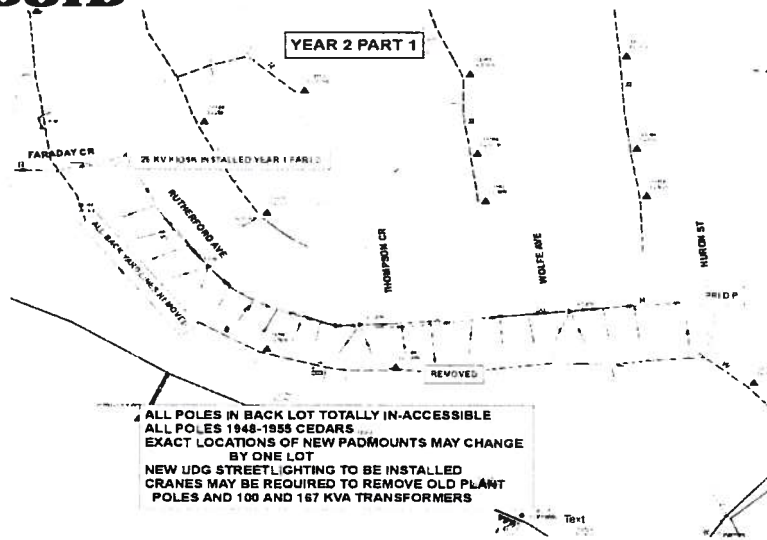


1. **CAPITAL AND OM&A PLANS ARE SUBMITTED**
2. **PLANS ARE PRIORITIZED**
3. **IF RATE ADJUSTMENT IS REQUIRED HYDRO ONE SUBMITS A RATE FILING TO THE ONTARIO ENERGY BOARD**
4. **BOARD APPROVES A CERTAIN LEVEL OF FUNDING**
5. **PROGRAMS AND PROJECTS ARE**

PHASE 1 - 2011



PHASE 2 - TENTATIVE 2012



FARADAY STREET



SUMMARY



QUESTIONS?



Community Improvement Plan (CIP)

- ▣ A CIP, What is it?
- ▣ Why would a community want one?
- ▣ Some ways that Community Improvement Plans are being used.
- ▣ The CIP development process
- ▣ Informal Recommendation to council

What is a Community Improvement Plan?

- ▣ A tool that allows municipalities to use incentives to help encourage development or redevelopment.
- ▣ The authority for Community Improvement Planning comes from PART IV Section 28 of the Planning Act.
- ▣ In its Official Plan a community will designate a “community improvement project area” where the CIP will be applied.

What is a CIP?

- ▣ Municipalities can sell or lease land for an nominal amount or make a grant of land.
- ▣ Offer tax incentives for the improvement of property or buildings.
- ▣ Guarantee a loan and to make a grant by way of a loan.

Why would a Community want a CIP?

- ▣ Municipal Act says “a municipality shall not assist directly or indirectly any manufacturing business or other industrial or commercial enterprise through the granting of bonuses”.
- ▣ The municipality shall not grant assistance by,
 - a. giving or lending any property of the municipality
 - b. guaranteeing borrowing
 - c. leasing or selling any property at below market value
 - d. giving a total or partial exemption from any levy charge or fee

Why would a Community Want a CIP?

- ▣ Because it gives the municipality some flexibility when dealing with development proposals for locations within the Community Improvement Plan area.

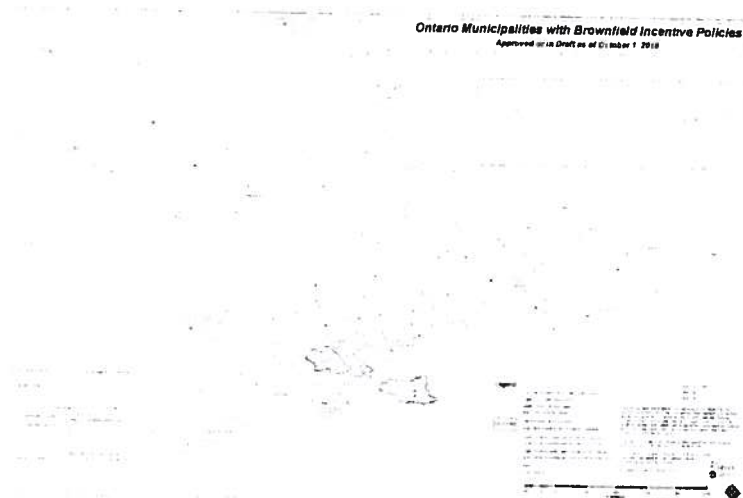
Examples

- ▣ Through their CIP the City of Port Colborne has:
 - a. Feasibility Grant Program
 - b. Environmental Assessment Grant Program
 - c. Property Tax Assistance Program (Brownfield)
 - d. Brownfield Rehabilitation Grant Program
 - e. Building Permit Fee Grant program

Examples

- ▣ Town of Wawa plans to use their CIP to attract \$1,000,000 in new “bricks and mortar” investment by the private sector over the next 10 years.
- ▣ To match private sector investment with public sector investment through a combination of tax rebates, grants and investment in public space, including the streetscape and waterfront.

Communities with a CIP



CIP Process

COMMUNITY IMPROVEMENT PLANNING HANDBOOK 2008

Ministry of Municipal Affairs and Housing



CIP Process

- ▣ Identify Community Needs
- ▣ Build Community Support through Stakeholder Input and Feedback
- ▣ Report to Council including identified problems and reasons why they need solving. This will include project timelines, resources needed and budget.
- ▣ Gather and analyze data
- ▣ Draft municipal actions, programs and implementation policies

CIP Process

- ▣ Hold formal public meeting
- ▣ Finalize Plan
- ▣ Council Adoption

Informal Recommendation

- ▣ Once the Official Plan review is complete – We ask the County to rewrite the appropriate sections of the Zoning By-law for Council's review.
- ▣ The Official Plan Review Committee be given the mandate to work with Council and the Community to develop a Community Improvement Plan

The Corporation of the Town of Deep River

MINUTES

COUNCIL MEETING

Wednesday, March 2, 2011 at 7:00 p.m.

Present:

Mayor
Deputy Mayor
Councillors

David Thompson
Mary MacCafferty
Daniel Banks
Christopher Carroll
Ronald Desrochers
Terry Myers

Absent:

Councillor Ruth Syme

Staff:

Michelle Larose, CAO/Clerk
Chief Michael Ueltzhoffer
Khizar Hayat, Director of Public Works
John Walden, Planning and Development Director
Brian Quidell, Treasurer
Dawn Recoskie, Deputy Clerk

1. CALL TO ORDER

Mayor Thompson opened the meeting and welcomed everyone.

2. DECLARATION OF PECUNIARY INTEREST

NIL

3. APPROVAL/ALTERATION OF MEETING AGENDA

The following items were added to the agenda:

- ITEM #12.1 Housing Committee Update – Councillor Myers
- ITEM #12.2 North Renfrew Landfill Board Update – Councillor Myers
- ITEM #12.3 Official Plan Committee Update – Councillor Banks

4. DELEGATIONS AND PRESENTATIONS

4.1 30 Year Police Exemplary Medal – Chief Michael Ueltzhoffer

Mayor Thompson welcomed Chief Michael Ueltzhoffer and his wife Cindy to the meeting. It was noted Chief Ueltzhoffer started his career with the Town of Deep River in 1980. A special presentation of flowers was made by Deep River Police Services Board Secretary, Louise McLaughlin, to Mrs. Ueltzhoffer thanking her for her support of her husband's career. Retired Sergeant Bill Charles presented Chief Ueltzhoffer with his 20 year certificate. Special Constable and Administrative Assistant, Carol Skea, presented Chief Ueltzhoffer with his 30 year certificate. Constable Amanda Ueltzhoffer presented Chief Ueltzhoffer with his 30 year police exemplary medal. Chief Ueltzhoffer thanked all in attendance, and he thanked the citizens of Deep River, his staff, and his wife and family for their support over the years.

Council broke for a short recess at 7:15 p.m.

Council reconvened at 7:30 p.m.

4.2 Early Learning – Family Enrichment Network

Ruby Manio-Dimayuga, Administrative Coordinator – Family Enrichment Network (FEN), provided an overview of the Ministry of Education's Early Learning Program (full day, every day kindergarten) and its impact on family resource centres such as FEN and the critical role community plays in ensuring its success.

4.3 Early Learning for Every Child Today – Deep River Nursery School and Childcare Centre

Nicole Deighton, Supervisor – Deep River Nursery School and Childcare Centre, provided an overview of how the childcare centre fits into the Pascal Model of a Child and Family Centre, and explained the Early Learning for Every Child Today (ELECT) framework for early childhood settings.

5. MINUTES OF PREVIOUS COUNCIL MEETING

5.1 February 16, 2011 – Council Meeting

RESOLUTION # 2011-45

MOVED BY: Councillor Myers

SECONDED BY: Councillor Banks

BE IT RESOLVED THAT the minutes of the Council Meeting of February 16, 2011, as printed and circulated to all members of Council, be approved.

CARRIED

6. REPORTS

6.1 A/O List Review

The review of the Procedural By-law was added to the March 9, 2011 Committee of the Whole meeting.

6.2 Capital Pre-Approval – Deep River Public Library Board

CAO/Clerk, Michelle Larose, presented the request from the Deep River Public Library Board.

RESOLUTION # 2011-46

MOVED BY: Councillor Myers

SECONDED BY: Councillor Banks

WHEREAS the Deep River Public Library Board has requested pre-approval for two capital projects for 2011, which will be funded through the library building fund:

1. Paint upper floor circulation area, washrooms and children's area at an approximate cost of \$3,800; and
2. Replace roof shingles and install eight roof vents at an approximate cost of \$21,940.00.

AND WHEREAS the pre-approval is requested to schedule the construction of the projects to begin in April or May 2011;

AND WHEREAS Council deems it advisable to pre-approve the construction projects to secure a contractor;

NOW THEREFORE BE IT RESOLVED THAT Council approve the request from the Deep River Public Library Board to pre-approve two capital projects for 2011 as identified above.

CARRIED

6.3 2011DR001INF – Private Property Right of Use Agreement

Deputy Clerk, Dawn Recoskie, provided an overview of her report.

7. BY-LAWS

7.1 By-law No. 09-2011

RESOLUTION # 2011-47

MOVED BY: Councillor Myers

SECONDED BY: Councillor Banks

BE IT RESOLVED THAT the following by-law be read a first and second time;

By-law No. 09-2011 – A By-law to authorize entering into a Private Property Right of Use Agreement with Her Majesty the Queen in Right of Canada.

CARRIED

RESOLUTION # 2011-48

MOVED BY: Councillor Myers

SECONDED BY: Councillor Banks

BE IT RESOLVED THAT the following by-law be read a third time, signed by the Mayor and the Clerk and the Seal of the Corporation be affixed thereto;

By-law No. 09-2011 – A By-law to authorize entering into a Private Property Right of Use Agreement with Her Majesty the Queen in Right of Canada.

CARRIED

8. ISSUE REPORTS & RECOMMENDATIONS FROM COMMITTEE OF THE WHOLE

8.1 2011ML003ISS – Health and Safety Policy Statement

CAO/Clerk, Michelle Larose, provided an overview of her report. Direction was provided to remove the following line: *“The protection of the Town of Deep River employees from injury is the primary focus of the corporation”*, as the statement is covered in the last paragraph of the Health and Safety Policy Statement. The line will be removed prior to posting the policy statement in the workplace.

RESOLUTION # 2011-49

MOVED BY: Councillor Myers

SECONDED BY: Councillor Banks

WHEREAS the Council of the Town of Deep River is dedicated to the health and safety of its employees in the prevention of work related illnesses and injury;

AND WHEREAS Council is committed to the development of a comprehensive health and safety program for its municipal staff;

NOW THEREFORE BE IT RESOLVED THAT Council approve the Town of Deep River Health and Safety Policy Statement, attached hereto;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the said statement and affix thereto the corporate seal.

CARRIED

8.2 2011JW003ISS – Chip Truck Location

Planning and Development Director, John Walden, provided an overview of his report. After discussion on the proposed location of the chip truck it was noted the location on Ridge Road is not zoned properly to allow the chip truck to be located there.

RESOLUTION # 2011-50

MOVED BY: Councillor Myers

SECONDED BY: Councillor Desrochers

BE IT RESOLVED THAT Council approve the location on Ridge Road, just west of the exit from the Community Centre, for the new location of Wazzy's Fries;

AND FURTHER THAT Wazzy's Fries be permitted to open for business at its current location, next to Town Hall, until a site plan agreement and a lease agreement are completed for the new location;

AND FURTHER THAT Wazzy's Fries shall move forthwith to the new location once the site plan agreement and the lease agreement have been formally adopted by Council.

On motion of Councillor Myers, seconded by Councillor Carroll, the resolution was tabled until more research can be conducted on a future location for the chip truck.

TABLED

Direction was given to staff to prepare a one year lease agreement to allow Wazzy's Fries to open for business at its current location next to Town Hall until a final decision can be made regarding a future location.

Council broke for a short recess at 8:40 p.m.

Council reconvened at 8:57 p.m.

8.3 2011KH001ISS – Street Light Maintenance

Director of Public Works, Khizar Hayat, provided an overview of his report. Staff was directed to present a by-law at the next Council meeting to enter into a two year contract with Hydro One for the provision of streetlight maintenance.

8.4 2011BMQ001ISS – Rebate of Taxes – Deep River and District Hospital

Treasurer, Brian Quibell, provided an overview of his report.

RESOLUTION # 2011-51

MOVED BY: Councillor Banks

SECONDED BY: Councillor Desrochers

BE IT RESOLVED THAT in accordance with Section 361 of the Municipal Act, 2001, the Deep River and District Hospital be granted a rebate of commercial taxes for the year 2010 in the amount of \$3,841.91 of which, \$1,684.54 is the portion paid to the Town of Deep River.

CARRIED

8.5 2011BMQ002ISS – Rebate of Taxes – Mountain River Child Care Association

Treasurer, Brian Quibell, provided an overview of his report.

RESOLUTION # 2011-52

MOVED BY: Councillor Banks

SECONDED BY: Councillor Desrochers

BE IT RESOLVED THAT in accordance with Section 361 of the Municipal Act, 2001, the Mountain River Child Care Association be granted a rebate of commercial taxes for the year 2010 in the amount of \$2,219.43 of which, \$973.14 is the portion paid to the Town of Deep River.

CARRIED

9. MOTIONS GIVEN PRIOR NOTICE

NIL

10. NEW BUSINESS & NOTICES OF MOTION

NIL

11. CORRESPONDENCE

11.1 Removal of Chalk River Subdivision Rail Line – Linford B. Costello

The letter was received as information. Mayor Thompson indicated the County of Renfrew has no intention of operating a rail line but will be exploring the use of the rail bed for recreational purposes.

11.2 Decline Provision of Police Services – Town of Laurentian Hills

Mayor Thompson indicated he was disappointed that the Town of Laurentian Hills won't consider a costing of the provision of police services by the Town of Deep River Police Department.

11.3 Lack of Proper Design for Parking, Walking, and Turning on South Side of Highway #17 – Paul Bateman

Staff was directed to contact the Ministry of Transportation regarding Mr. Bateman's concerns.

11.4 Invitation to Attend Annaprior White Pine Festival – Art Smith

The letter was received as information.

11.5 Request for Donation for Backpack Plus Program – Renfrew County Child Poverty Action Network

The letter was received as information.

12. OTHER BUSINESS & INFORMATION ITEMS

12.1 Housing Committee Update – Councillor Myers

Councillor Myers provided an update to Council regarding the Housing Committee.

12.2 North Renfrew Landfill Board Update – Councillor Myers

Councillor Myers provided an update to Council regarding the North Renfrew Landfill Board.

12.3 Official Plan Committee Update – Councillor Banks

Councillor Banks provided an update to Council regarding the Official Plan Committee.

Mayor's Report

Mayor Thompson advised the County is currently putting forth a 0.5% increase in their annual budget.

Mayor Thompson advised he attended the Canadian Association of Nuclear Host Communities (CANHC) AGM on February 23, 2011 in Ottawa. He also attended the Canadian Nuclear Association Conference in Ottawa on February 24, 2011.

13. CLOSED SESSION

RESOLUTION # 2011-53

MOVED BY: Councillor Myers
SECONDED BY: Councillor Desrochers

WHEREAS the Municipal Act states that a meeting or part of a meeting may be closed to the public if the subject matter being considered is permitted under Section 239 (2);

AND WHEREAS Council deems it advisable to hold a closed session meeting under Section 239 (2) (b) of the Municipal Act;

NOW THEREFORE BE IT RESOLVED THAT the next part of this meeting be closed to discuss items pertaining to personal matters about an identifiable individual, including municipal or local board employees:

1. Approve minutes; and
2. Succession planning.

CARRIED

Council went into closed session at 9:35 p.m.
Council reconvened to open session at 10:15 p.m.

Business Arising from Closed Session

Direction was given to the CAO/Clerk to proceed with succession planning for the municipality.

14. CONFIRMATORY BY-LAW

14.1 By-law No. 10-2011

RESOLUTION # 2011-54

MOVED BY: Councillor Banks

SECONDED BY: Councillor Myers

BE IT RESOLVED THAT the following by-law be read a first and second time;

By-law No. 10-2011 – A by-law to confirm the proceedings of the Council of the Corporation of the Town of Deep River at the meeting held on March 2, 2011.

CARRIED

RESOLUTION # 2011-55

MOVED BY: Councillor Banks

SECONDED BY: Councillor Desrochers

BE IT RESOLVED THAT the following by-law be read a third time, signed by the Mayor and the Clerk and the Seal of the Corporation be affixed thereto;

By-law No. 10-2011 – A by-law to confirm the proceedings of the Council of the Corporation of the Town of Deep River at the meeting held on March 2, 2011.

CARRIED

15. ADJOURNMENT

RESOLUTION # 2011-56

MOVED BY: Councillor Banks

SECONDED BY: Councillor Desrochers

BE IT RESOLVED THAT Council hereby adjourns the meeting at 10:19 p.m.

CARRIED

Mayor David Thompson

CAO/Clerk – Michelle Larose

The Corporation of the Town of Deep River

MINUTES

COMMITTEE OF THE WHOLE

Wednesday, March 9, 2011

Council Chambers

7:00 p.m.

Present:

Deputy Mayor
Councillors

Mary MacCafferty
Daniel Banks
Christopher Carroll
Ronald Desrochers
Terry Myers

Absent:

Mayor David Thompson
Councillor Ruth Syme

Staff:

Michelle Larose, CAO/Clerk
Shelly Cull, Recreation Manager
Fire Chief Jim Hogue
Khizar Hyatt, Director of Public Works
John Walden, Planning & Development Director
Brian Quibell, Treasurer
Dawn Recoskie, Deputy Clerk

1. CALL TO ORDER

Deputy Mayor MacCafferty opened the meeting and welcomed everyone.

2. DECLARATION OF PECUNIARY INTEREST

NIL

3. APPROVAL/AMENDMENT OF MEETING AGENDA

Items added to the agenda:

#7.1.2 Contact Information – Councillor Banks

#7.1.3 Transparency By-law/Policy – Councillor Banks

#10.1 Riverbank Committee Update – Councillor Desrochers

4. DELEGATIONS AND PRESENTATIONS

NIL

5. BUSINESS ARISING OUT OF DELEGATIONS

NIL

6. REPORTS FROM OTHER SPECIAL PURPOSE BODIES

NIL

7. DISCUSSION ITEMS – STAFF BRIEFING NOTES

7.1 Council

7.1.1 A/O List

The A/O List was amended to include a presentation from John Walden regarding Community Improvement Plans on the March 16, 2011 council meeting agenda. A presentation from Bill Bishop regarding the Riverbank was added to the April 6, 2011 council meeting agenda.

7.1.2 Contact Information – Councillor Banks

Councillor Banks advised he was contacted by a resident who was looking for email addresses for each councillor to contact them individually. It was noted that not all members of Council have email addresses or if they do, they aren't checked on a regular basis. It was suggested that a disclaimer be placed on the Town's website for the public to contact the Town's CAO/Clerk to distribute information to members of Council. It was also noted that members of Council can also be contacted by telephone.

7.1.3 Transparency By-law/Policy – Councillor Banks

Councillor Banks advised he would like to review the current transparency policy for the municipality. Michelle Larose, CAO/Clerk, advised Deputy Clerk Dawn Recoskie has drafted a revised version of the policy.

7.2 Recreation

7.2.1 Recreation Monthly Report

Shelly Cull, Recreation Manager, presented the report. The Recreation Department was thanked for organizing a successful winter carnival. Discussion also took place regarding the timing of removing the ice from the arena. Staff was directed to look at costs for keeping the ice in longer and possibly putting the ice in earlier in the fall of the upcoming season.

7.3 Public Works

7.3.1 Public Works Monthly Report

Khizar Hayat, Director of Public Works, presented the report. The 2010 Summary Report for the Deep River Drinking Water System was also presented. A resolution will be provided at the March 16, 2011 council meeting to approve the report. It was recommended that the use of acronyms in the report be defined for future reporting years to make the report easier to understand. Discussion took place regarding the large variance in the amount of water used in July, as well as September and October. Staff was directed to report back regarding the large discrepancy. Council thanked Public Works staff for their hard work during the recent heavy snowfall.

7.4 Finance

7.4.1 Operating and Water/Sewer Reports

Brian Quibell, Treasurer, presented the report. Discussion took place regarding the consistent use of measurements for the graphs. It was noted the water and sewer budget was discussed at the last budget meeting; the next meeting will take place on March 21, 2011.

7.5 Planning & Development

7.5.1 Planning & Development Monthly Report

John Walden, Planning & Development Director, presented the report. Discussion took place regarding the proposed graphite mine in the Bissett Creek area; it was noted there would be economic spin-offs for the Town of Deep River should the business go ahead.

7.6 Fire Department

7.6.1 Fire Department Monthly Report

Fire Chief Jim Hogue presented the report.

7.7 Administration

7.7.1 Administration Monthly Report

Michelle Larose, CAO/Clerk, presented the report. She noted the Tri-Council meeting (Town of Deep River, Town of Laurentian Hills, and Township of Head, Clara and Maria) has been confirmed for Wednesday, March 30, 2011 at 7:00 p.m. in the Council Chambers of Deep River Town Hall.

7.7.2 Review of Procedural By-law

Discussion took place regarding the status of having Committee of the Whole meetings. It was noted if Committee of the Whole is deleted, Council has the option of having three Council meetings per month (the first three Wednesday's of each month) or having only two Council meetings per month (the first and third Wednesday). Council felt Mayor Thompson should be in attendance to make the decision whether to delete Committee of the Whole meetings. The procedural by-law will be reviewed again at the next meeting.

8. RECOMMENDATIONS TO COUNCIL

NIL

9. CORRESPONDENCE

9.1 Request for Donation – Family & Children's Services of Renfrew County

The letter was received as information.

9.2 Invitation to attend Renfrew County Regional Science & Technology Fair

The letter was received as information. Staff was directed to send regrets.

10. COUNCILLOR UPDATES

10.1 Riverbank Committee Update – Councillor Desrochers

Councillor Desrochers provided an update to Council regarding the Riverbank Committee. It was noted a future presentation will be made by Bill Bishop regarding the status of the project.

11. CLOSED SESSION

NIL

12. ADJOURNMENT

RESOLUTION # 2011-57

MOVED BY: Councillor Banks
SECONDED BY: Councillor Desrochers

BE IT RESOLVED THAT Council hereby adjourns the meeting at 9:05 p.m.

CARRIED

Mayor David Thompson

CAO/Clerk – Michelle Larose

DRAFT

March 2011

Meeting	Date	Assigned To	Issue	Action Required	Assigned
		Complete			
		Complete			
Regular	16/03/2011	CAO/Clerk	Review Procedural By-law		09/03/2011
			Hydro One	Presentation	16/02/2011
		Planning & Development Dir.	Community Improvement Plan	Presentation	09/03/2011
		Planning & Development Dir.	Zoning By-law Revisions	Information Report	09/02/2011
		Recreation Manager	Soccer Club Request	Issue Report	08/03/2011
		Director of Public Works	Water Distribution Agreement	Issue Report	28/02/2011
		Director of Public Works	Water Distribution Agreement	By-law	28/02/2011
		Director of Public Works	Streetlight Maintenance Agreement	By-law	02/03/2011

Other Important Dates

- TBD Alcohol Policy
- TBD East End Lands Management Advisory Committee - Snowmobile Agreement/Cross-County Ski-Club Agreement
- TBD Sludge Haulage
- TBD Mayor's Notice of Motion (Lobby)

April 2011

Meeting	Date	Assigned To	Issue	Action Required	Assigned
Regular	06/04/2011	Treasurer	Water/Sewer Rate Report	Issue Report	
			Riverbank - Bill Bishop	Presentation	09/03/2011
Committee of the Whole	13/04/2011	Senior Staff	Department Reports	Monthly Report	01/01/2011
Regular	20/04/2011	CAO/Clerk	Property Standards By-law	Issue Report	09/02/2011

Other Important Dates

- TBD Alcohol Policy
- TBD East End Lands Management Advisory Committee - Snowmobile Agreement/Cross-County Ski-Club Agreement
- TBD Sludge Haulage
- TBD Mayor's Notice of Motion (Lobby)

DRAFT

Housing Committee Terms of Reference

Mandate

To help create an investment friendly environment for the housing sector in Deep River to promote appropriate development that meets the housing needs of the community.

Membership

Membership includes three members of Deep River Council as designated by Council. The Town's Planning and Development Manager will be the staff resource person for the committee and will undertake activities as directed by the committee.

Other members of Council or Town staff are welcome to attend meetings as they wish or at the request of the committee.

Meetings

The committee will meet once a month or as required.

Activities

Potential development properties are to be listed and analyzed. Issues to be considered for each property include Official Plan designation, Zoning, servicing, and any other possible barriers that may exist for a particular property.

Strategies are to be developed to deal effectively with the barriers identified above wherever possible. The committee is to seek input from developers to determine possible actions that could help promote development.

DEEP RIVER POLICE SERVICES BOARD

Moved by: Claf

Date: February 14, 2011

Seconded by: [Signature]

Resolution # _____

Resolved that ^{to Commit} the Deep River Police Services Board authorizes the Chief ~~to~~ ^{to} purchase a 2011 Ford Crown Victoria Cruiser, not to exceed \$40,000. This item will be accounted for as per the Chiefs proposal dated January 25, 2011. (attached)

Carried: [Signature]

THE CORPORATION OF THE TOWN OF DEEP RIVER

By Law No. 11-2011

A By-law to authorize entering into a
Streetlight Maintenance Agreement
with Hydro One Networks Inc.

WHEREAS Council deems it advisable to enter into a Streetlight Maintenance Agreement with Hydro One Networks Inc. for a period of two years, commencing on March 16, 2011 and ending March 15, 2013;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Deep River enacts as follows:

1. That the Mayor and CAO/Clerk be authorized to sign the attached agreement marked as Schedule "A" to this by-law and to affix thereto the corporate seal.
2. This by-law comes into force upon passing of the Council of the Corporation of the Town of Deep River.

READ A FIRST AND SECOND TIME THIS 16th DAY OF MARCH, A.D. 2011.

READ A THIRD TIME AND FINALLY PASSED THIS 16th DAY OF MARCH, A.D. 2011.

Mayor

Chief Administrative Officer/Clerk

STREETLIGHT MAINTENANCE AGREEMENT

THIS AGREEMENT is made in duplicate this _____ day of _____, 2011

BETWEEN:

HYDRO ONE NETWORKS INC. hereinafter referred to as "HONI"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF DEEP RIVER, hereinafter referred to as the "Town"
OF THE SECOND PART

WHEREAS the Town wishes to have HONI provide maintenance services for the Town's street light system and HONI is willing to enter into a contract with the Corporation for such purposes upon the terms and conditions hereinafter appearing:

NOW THEREFORE in consideration of the mutual covenants, agreements, terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties agree as follows:

1. For the purposes of this Agreement, the lighting of any street in the Town and the number of lights on the street shall be mutually agreed upon between Network Services and the Town from time to time.

2. The Town represents and warrants to HONI that the Town has the necessary power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. HONI represents and warrants to the Town that HONI has the necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder.

3. The following terms, wherever used in this Agreement, shall mean:

"Actual Cost" means HONI charge for labour and materials at Network's standard rates plus Network Services' standard overheads and a profit margin which shall be the equivalent of the rate of return approved by the Ontario Energy Board.

"Business Days" means any day other than a Saturday or Sunday or a statutory holiday in the Province of Ontario. Notwithstanding the foregoing, Easter Monday shall be deemed to be a statutory holiday in Toronto, Ontario.

"Street Light" means an entire street light fixture.

"Street Light Parts" means the following parts of a Street Light: bulbs, lamp sockets, photoelectric controllers, ballasts and starters, wiring to the fixtures, refractors and reflectors; brackets and other small items.

4. This Agreement shall be in full force and effect for a period of **two (2) years** commencing on the date first written above (the "Term").

5. HONI will:

- (a) repair or replace Street Light Parts that have failed due to normal wear and tear.
- (b) repair or replace Street Light Parts that have failed due to wilful damage, damage caused by automobiles, or work equipment of another person.
- (c) purchase and replace the heads of Street Lights that are damaged beyond repair with new energy efficient pressure Sodium Lights and dispose of the damaged unit in accordance with all applicable laws.
- (d) purchase and replace the entire Street Light: (i) upon the Town's request; (ii) where the existing Street Light has been damaged beyond repair; or (iii) where the required Street Light Parts can no longer be obtained from suppliers; and dispose of the damaged unit in accordance with all applicable laws.
- (e) purchase and install new Street Lights at the request of the Town.
- (f) purchase and install poles for Street Lights at the request of the Town.
- (g) purchase and install new overhead secondary feed conductor at the request of the Town
- (h) Locate and repair or replace faulty overhead or underground street light conductor.

6. Notwithstanding anything to the contrary in this Agreement, the Town shall, at the Town's expense, provide excavating equipment and staff as required to assist HONI in locating and repairing underground Street Light conductor.

7. The Town acknowledges and understands that HONI will perform all its obligations under this Agreement during normal working hours on Business Days, and that HONI has a maximum of five (5) Business Days of being notified of a failure of a Street Light to repair or replace Street Light Parts, or replace the Street Light in accordance with the terms of this Agreement.

8. In consideration of HONI providing the services described in Section 5 above during the Term, the Town shall pay HONI a fee of **\$290.00 per hour** for labour plus the **cost of Material**.

9. All amounts payable by the Town to HONI under

Draft dated February 19, 2009

this Agreement shall be paid in accordance with the invoices rendered by HONI. Notwithstanding the foregoing, the Town shall pay HONI invoices within 30 days of the date of invoice. This obligation shall survive the termination of this Agreement.

10. Where the Town desires street lighting on any street within the Town but not under the jurisdiction of the Town or the poles are owned by someone other than the Town including, but not limited to, HONI and where a joint use agreement or permit is required by law or by the owner of the pole for the installation, maintenance and operation of Street Lights on that street or pole, the Town shall, at its own expense, execute any joint use agreements or obtain any permits, and this Agreement shall not apply to the street until the permit has been issued to the Town or the appropriate agreements have been executed by the Town.

11. If, at any time, HONI is prevented from performing any obligation under this Agreement by reason of strike, lockout, riot, fire, hurricane, flood, invasion, explosion, act of God, the Queen's enemies, legal acts of the public authorities or any other cause beyond HONI control, then HONI shall not be required to perform such obligation during such time, but the Town shall not be relieved from the performance of any obligation under this Agreement. HONI will exercise its best endeavours to overcome the cause of prevention as expeditiously as possible.

12. All Street Lights or Street Light Parts installed by HONI under this Agreement shall be the property of the Town, but HONI shall have a lien thereon for any monies expended by HONI hereunder and not repaid to it.

13.(a) The Town shall indemnify and hold harmless, HONI, its directors, officers, shareholders, agents and employees from all claims or demands for loss, damage or injury to property or persons including loss of life, caused by or resulting from any street lighting works under this Agreement, or the installation, maintenance or operation thereof, except to the extent that such loss, damage or injury is caused or contributed to by the negligence of HONI or any of its officers, servants or agents. This obligation shall survive the termination of this Agreement.

(b) In no event shall HONI be liable to the Town, whether in contract, tort or otherwise, for amounts exceeding the aggregate amount of \$50,000.00. Under no circumstances will HONI be liable to

the Town for any loss of profit, indirect, incidental or consequential damages.

14. If either party fails to or neglects at any time to fully perform, observe and comply with all the terms, conditions and covenants herein, then the non-defaulting party shall as soon as practicable, notify the defaulting party in writing of such default and the defaulting party shall correct such default to the satisfaction of the non-defaulting party within 30 days of the issuance of such notice or sooner in the case of an emergency, as may be determined by the non-defaulting party or within a longer time period if agreeable to the other party, failing which the non-defaulting party may forthwith terminate this Agreement and the rights and privileges herein granted, without prejudice to other recourses in law or equity.

15. Any notice or other writing required or permitted to be given under this Agreement or for the purposes of it, to any party, shall be valid only if delivered in writing in accordance with this clause. Notices can be provided to the Clerk, P.O. Box 400, 100 Deep River Road, Deep River, Ontario, K0J 1P0, fax 613-584-3237, in respect of the Town and to: the Secretary, 483 Bay Street, 10th Floor, South Tower, Toronto, Ontario M5G 2P5, in respect of HONI. The parties may change their respective addresses and addressees for delivery by delivering notices of such changes as provided herein. Notice sent accordingly shall be deemed to have been delivered and received:

- (a) If delivered by hand, upon receipt;
- (b) If delivered by fax, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (c) If delivered by overnight courier, four (4) days after the courioring thereof;
- (d) If delivered by registered mail, six (6) days after the mailing thereof, provided that if there is a postal strike such notice shall be delivered by hand, courier or fax.

16. Upon obtaining the consent of the Town, such consent not to be unreasonably withheld, HONI may assign this Agreement and any or all of its rights, remedies, liabilities and obligations arising under it or by reason of it, although consent of the Town shall not be required where the assignment by HONI is to an Affiliate (as that term is defined in the *Ontario Business Corporations Act*) of HONI. This Agreement shall extend to, be binding upon and enure to the benefit of the successors and assigns of HONI and the Town, respectively.

17. Unless otherwise specified, references in this Agreement to Sections or Articles are to sections and articles of this Agreement. Any reference in this Agreement to any statute or any section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time. The insertions of headings are for convenience only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

18. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the Parties with the same degree of formality as the execution of this Agreement.

19. Each party acknowledges and agrees that it has participated in the drafting of this Agreement and that no portion of this Agreement shall be interpreted less favourably to either party because that party or its counsel was primarily responsible for the drafting of that portion.

20. This Agreement constitutes the entire Agreement between the parties with respect to the matter herein and supersedes all prior oral or written representations and agreements concerning the subject matter of this Agreement.

IN WITNESS WHEREOF the Town has caused this Agreement to be executed by the affixing of its Corporate Seal attested by the signatures of its proper officers duly authorized in that behalf and HONI has caused this Agreement to be executed by the signatures of its officer duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF DEEP RIVER

Mayor
(SEAL)

CAO/Clerk

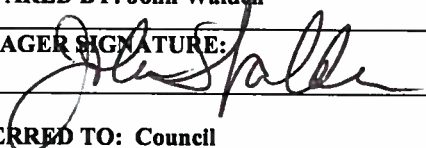
HYDRO ONE NETWORKS INC.

I have the authority to bind the Corporation



THE CORPORATION OF THE TOWN OF DEEP RIVER

ISSUE REPORT

SUBJECT: Proposed revisions to the zoning by-law		REPORT NUMBER 2011JW003ISS
File Storage:		PAGE 1 of 2
PREPARED BY: John Walden	REVISION DATE: March 3, 2011	
MANAGER SIGNATURE: 	FOR CONSIDERATION OPEN SESSION X <input type="checkbox"/> CLOSED SESSION <input type="checkbox"/>	
REFERRED TO: Council		
ATTACHMENTS: 1. Report from County of Renfrew 2. Corner Lot Example. 3. Page 41 of the zoning by-law		

BACKGROUND:

During the development of phase two of the Lafrance Shaw Subdivision the developer noted that there were some standards in the Deep River zoning by-law that were creating some challenges for the builder. The developer and the builder asked if Council would consider revising these standards in order to facilitate development in Phase three of the sub-division. Home construction in phase three will begin shortly. The County of Renfrew Planning Department has done a report on the suggested changes. There are three suggested changes:

1. Change the side yard setback requirement (which currently vary from 3 metres to 1.2 metres) to 1.8 metres. **See 2.1 in attached report.**
2. Change maximum building height for detached, semi detached, duplex and multiple dwellings from 8.5 metres to 10.5 metres. **See 2.2 in the attached report.**
3. Change the definition of a corner lot from "a lot that has two adjacent sides abutting a street or streets, and containing an angle of not more than 135%"; to "a lot situated at the intersection of two or more streets having an angle of not more than 135%". **See 2.3 in the attached report.**

ISSUES AND OPTIONS:

Issues for proposed change number one.

1. This would greatly simplify our side yard setback requirement.

2. We would still have a larger side yard setback requirement than other municipalities in Renfrew County.

Issues for proposed change number two.

1. This requirement has been in the by-law for a long time. It does not allow for the construction of some standard homes by today's standards.
2. The new standard would put us in line with other communities.

Issues for proposed change number three.

1. On the attached map the dark lots on Cockcroft Crescent are considered corner lots and are subject to the visibility requirements described on page 41 of our zoning by-law. They would not be corner lots in any other municipality. Because there is only one street. The visibility required for vehicular safety is significant at corners where there are two streets, but is not anywhere near the same where there is one street (like the Cockcroft situation).

Options:

1. Direct Staff to move forward with the process to establish the three recommended changes to the zoning by-law.
2. Direct Staff to move forward with the process for either one or two of the three changes recommended to the zoning by-law.
3. Leave the zoning by-law as it is.

FINANCIAL IMPLICATIONS:

The cost of advertising a public meeting and County Planning support and staff time will be approximately \$1,000.


ACCESSIBILITY IMPLICATIONS:

None

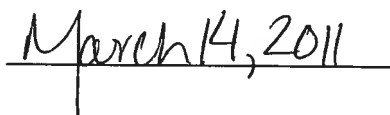
RECOMMENDATION:

OPTION 1

REVIEWED BY:


per: CAO/Clerk Michelle Larose

DATE:





RENFREW COUNTY DEVELOPMENT AND PROPERTY DEPARTMENT - PLANNING REPORT -

Subject: GENERAL ZONING AMENDMENT

Date: June 9, 2008

From: Bruce Howarth, Senior Planner, County of Renfrew

1.0 DETAILS / BACKGROUND

1.1 A group including developers, builders, and real estate agents have approached the Town with the concern that some of the standards in the zoning by-law are outdated and are creating development constraints that result in potential property/home owners to move on to different communities. The Town of Deep River has requested that the County of Renfrew review some of the provisions of the by-law.

1.2 The three zoning standards to be examined are:

- Interior side yard width (Table 4.4.1)
- Building height (Table 4.4.1)
- Definition of Corner Lot (2.143)

1.3 Attached is a chart that compares these three zoning standards with the municipalities of Petawawa, Pembroke, Renfrew, and Arnprior.

1.4 A general zoning amendment affects all lands within the town.

2.0 PLANNING ANALYSIS

2.1 Deep River's Zoning By-law has a complex interior side yard requirement. For example, in the R1 zone the interior side yard setback for a detached house on the side with the garage has a 1.8 metre setback plus an additional setback that must be calculated with a formula. For every unit of height above 4 metres, 0.3 units are added to the side yard setback. Therefore the Interior yard setback (ISY) formula for the side of the house for the garage is the following:

$$ISY = (\text{Height of the building} - 4 \text{ metres}) * (0.3 \text{ metres}) + 1.8 \text{ metres}$$

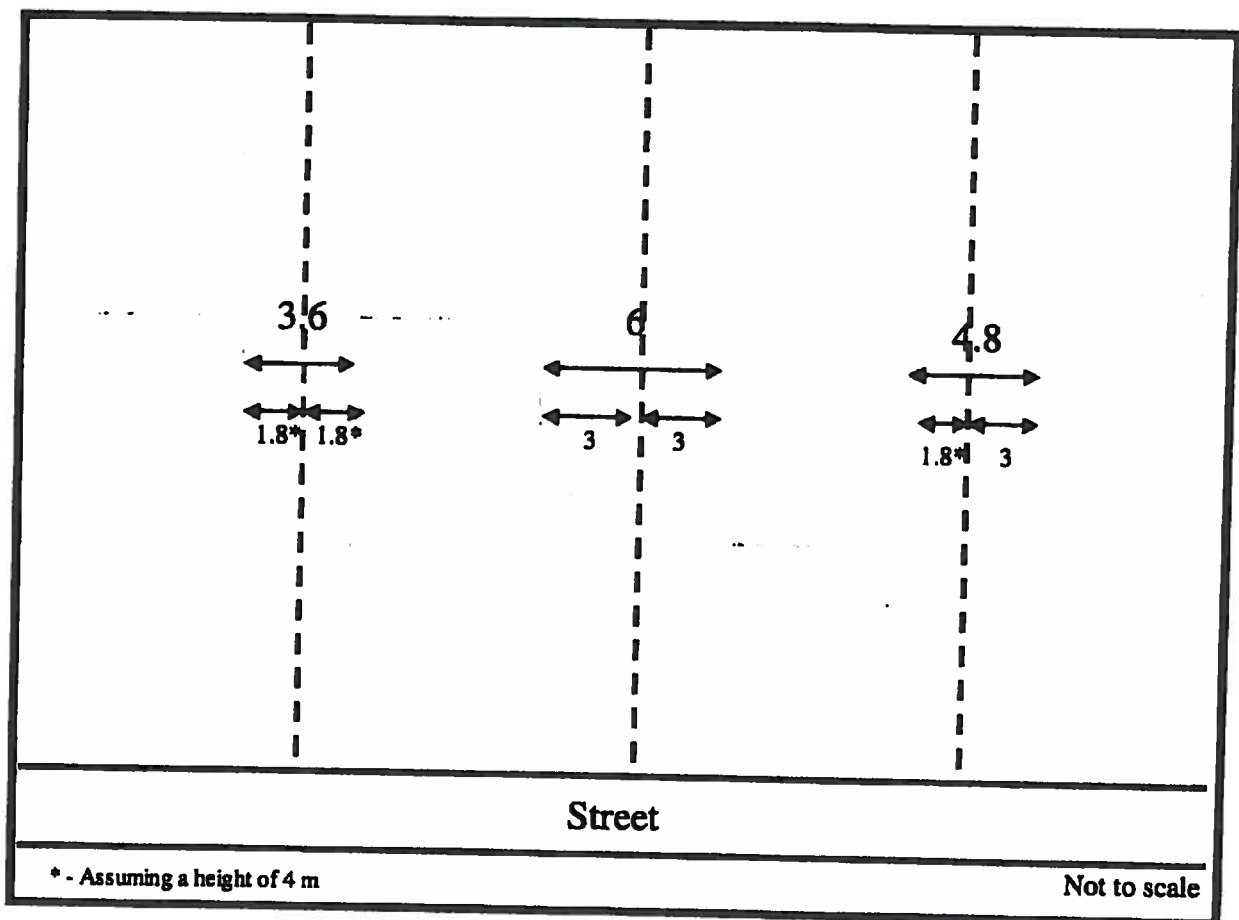
Example – A house built to the maximum height of 8.5 metres:

$$(8.5 \text{ m} - 4 \text{ m}) = 4.5 \text{ m} * 0.3 = 1.35 \text{ m} + 1.8 \text{ m} = 3.15 \text{ metre setback}$$

The interior side yard setback for the side that has no garage is 3 metres.

Out of the municipalities used as a comparison, Deep River is the only municipality that uses a formula to determine the side yard setback and is the only municipality to have two different setbacks for either side of the house. For single detached dwellings, most of the other municipalities surveyed require a minimum interior yard setback of 1.2 metres, Renfrew requires a setback of 1.5 metres. These setbacks apply to both sides of a house.

Using 1.2 metres as an example, two houses built adjacent to each other with a 1.2 metre setback would be separated by 2.4 metres (8 feet). Deep River's by-law requires a very large setback comparatively. At the very minimum, in Deep River, where adjacent houses have the garage on the same side, the minimum distance between the houses is 3.6 metres (11.8 feet). If the garages were on opposite sides, the interior side yard width would require a 6 metre (20 feet) separation between the two houses. This is 2.5 times larger than the other municipalities surveyed. The setback requirements are illustrated below.



Having large setbacks between houses is part of the character of Deep River, however the larger than average setback requirements are having a negative impact on potential development.

To simplify the side yard setback requirements it is recommended that Section 4.4.3 of the by-law be deleted. This section of the by-law contains the formula for increasing the interior side yard setback based on the height of the building.

Two other options for Council to consider (both of which planning staff could support) that would improve the side yard setback for development include:

- 1) Removing the criteria that the location of the garage determines the side of the house with the shorter setback;
- 2) Reducing the setback for both sides of the house to 1.8 metres.

Option 1 would maintain the large setbacks that are part of the character of Deep River.

Option 2 would make bring Deep River's Zoning By-law closer in line with other municipalities within the County. The minimum setback between two houses would be 3.6 metres (1.8 +1.8) which is still larger than any other of the municipalities surveyed.

- 2.2 The Deep River zoning by-law allows a maximum height of 8.5 metres for detached, semi-detached, duplex, and multiple dwellings. This is the lowest out of the municipalities surveyed. Generally, the maximum height of a dwelling unit in an urban area is 10.5 metres. A maximum height of 10.5 metre would still only permit a 2-storey dwelling to be constructed but would allow different variations home designs, and roof lines.
- 2.3 The Deep River zoning by-law defines a corner lot as "*a lot which has two adjacent sides abutting a street or streets, and containing an angle of not more than 135 degrees.*" This definition is similar to those other municipalities surveyed. The key difference is that the other municipalities define a corner lot only where there is an intersection of two or more streets. The Deep River by-law does not make reference to an intersection of streets and therefore a road that curves with an angle less than 135 degrees is considered a corner lot.

The definition of corner lot could be amended to the following:

"2.143 LOT, CORNER means a lot situated at the intersection of two or more streets having an angle of not more than 135 degrees."

3.0 NEXT STEPS

- 3.1 Should council determine that a general amendment to the zoning by-law is desirable, Town of Deep River staff should be directed to complete a zoning amendment application form.
- 3.2 Notice of a proposed zoning amendment must be given in the prescribed manner under the Planning Act and a public meeting must be held.

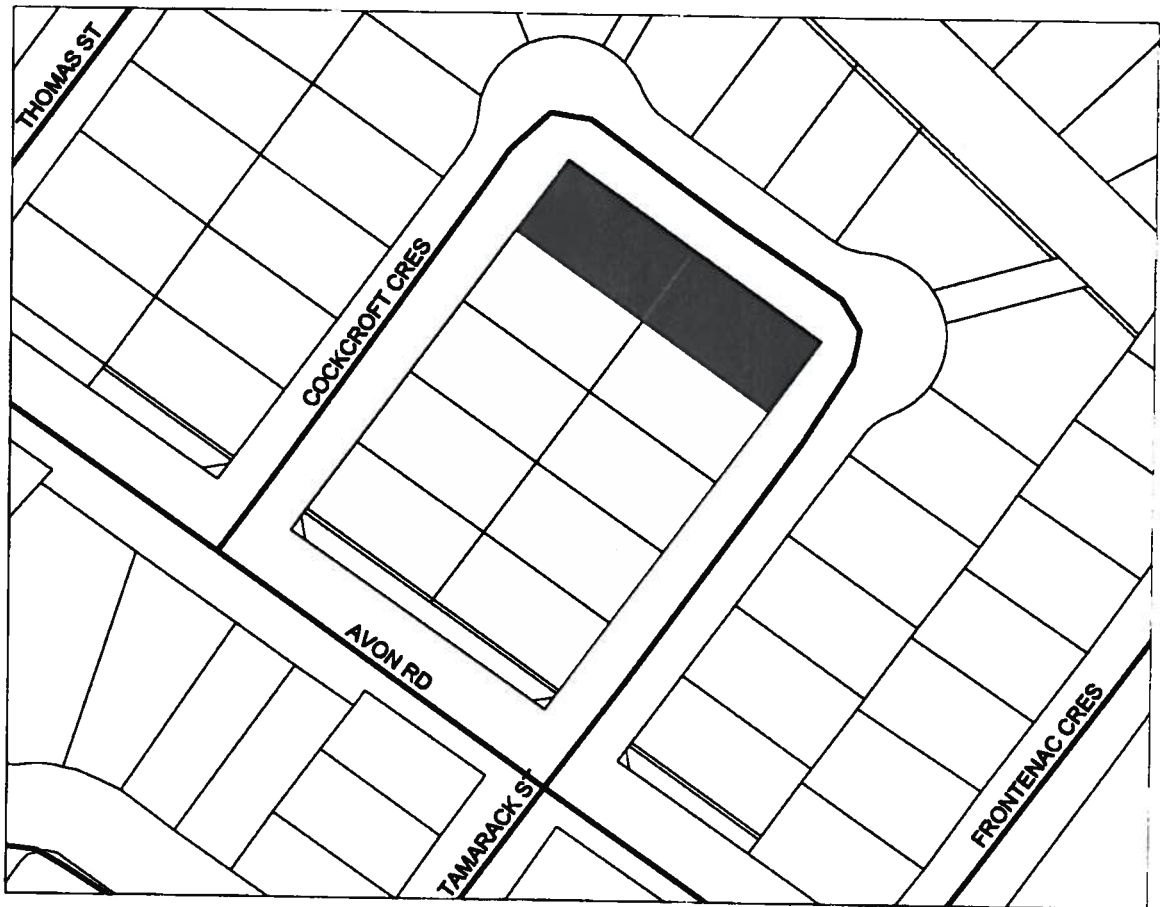
MUNICIPALITY	Residential Zone	Maximum Residential Building Height Requirement	Minimum Side Yard Setback Requirement	Corner Lot Definition
DEEP RIVER (24-96)	R1	8.5 m	1.2 m (int.) / 3.5 m (ext.)	Means a lot which has two adjacent sides abutting a street or streets, and containing an angle of not more than 135 degrees.
	R2			
	R3			
	R4			
PETAWAWA (456/07)	R1	10.5 m (singles, semis, duplexes)	1.2 m (int.) / 3.5 m (ext.)	Means a lot situated at the intersection of two or more streets, or upon two parts of the same street, the adjacent sides of which street or streets (or, in the case of a curved corner, the tangents at the street extremities of the side lot lines) contain an angle of not more than one hundred and thirty-five degrees. In the case of a curved corner, the corner of the lot shall be that point on the street line nearest to the point of intersection of the said tangents.
	R2		1.2 m (int.) / 3.5 m (ext.)	
	R3	12.0 m (triplexes, 3-unit, quads, 4-unit, apartment, rowhouses & boarding house)	1.2 m (int.) / 3.5 m (ext.) for singles, semis, duplex, 2-unit & group homes 4.5 m for triplex, 3-unit, quads, 4-unit, apartment, rowhouse & boarding house 1.22 m (int.) / 3.66 m (ext.)	
PEMBROKE (97-38)	R1	10.67 m (singles)	1.22 m (int.) / 3.66 m (ext.) for R1 and R2 uses; 3.05 m (int.) / 6.10 m (ext.) for triplex and quads; 2.44 m (int.) / 6.10 m (ext.) for boarding/lodging house; 1.83 m (int.) / 6.10 m (ext.) for rowhouse	Means a lot situated at the intersection of two streets having an angle of not more than one hundred and thirty-five (135) degrees.
	R2	10.67 m (semis & duplexes)		
	R3	10.67 m (tris & rowhouses)		
	R4	18.29 m (apartment bldg)		
RENFREW (55-80)	R1	9 m - (singles & semis)	1.6 m (int.) / 3.0 m (ext.)	Means a lot situated at the intersection of two (2) or more streets having an angle of intersection of not more than one hundred and thirty-five (135) degrees.
	R2	10.5 m (duplex & rowhouse)	3.0 m (int.) / 3.0 m (ext.)	
	R3	30.5 m (apartments)	1/2 bldg height (int.) / 9.0 m (ext.)	
ARNPPOH (4990-2001)	R1	10.5 m	1.2 m (int.) / 4.5 m (ext.)	Means a lot situated at the intersection of two streets, of which two adjacent sides that abut the intersecting streets contain an angle of not more than 135 degrees; where such adjacent sides are curved, the angle of intersection of the adjacent sides shall be deemed to be the angle formed by the intersection of the tangents to the street lines, drawn through the extremities of the interior lot lines, provided that, in the latter case, the corner of the lot shall be deemed to be that point on the street lines nearest to the point of intersection of the said tangents.
	R2			
	R3			

TABLE 4.4.1 Standards for Permitted Uses in Residential Zones (Values Minimum unless specified otherwise)

Zone		R1	R2 and R3		R3 and R4		
Type of Dwelling		Detached	Detached	Semi-detached	Duplex	Multiple Unit (Note 1)	Apartment
Lot area per dwelling unit		600 m ²	500 m ²	350 m ²	300 m ²	275 m ² for each of first 3 units plus 150 m ² for each additional unit	250 m ² for each of first 4 units plus 100 m ² for each additional unit
Lot Frontage		19.5 m	15 m	11.5 m	20 m	27m	
Front Yard Depth		6 m, except 15 m abutting Highway 17					
Rear Yard Depth		10 m, except 15 m abutting Highway 17					10 m or height, whichever is greater
Exterior Side Yard Width		4.5 m, except 15 m abutting Highway 17					
Interior Side Yard Width	One Side/ Side With Garage	Distance 'A' = 1.8 m (Note 2)	Distance 'A' = 1.2 m (Note 2)		Distance A = 1.8 m (Note 2)	3 m plus 1.3 m for each abutting unit over 3	Half the building height
	Other side	3 m	2.5 m		3 m		
Gross Floor Area	Single storey unit	100 m ²	75 m ²				Bachelor: 40 m ² 1 bedroom: 45 m ² 2 bedroom: 55 m ² 3 bedroom: 65 m ²
	Double Storey Unit	120 m ²	100 m ²		--	75 m ²	
Height (maximum) (Note 3)		8.5 m					
Storeys (maximum)		2					3
Coverage (maximum)		35 %					
Open Storage Area		maximum 3% of Lot Area					

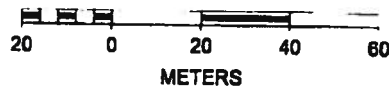
Note 1: See also subsection 4.4.2 Note 2: See also subsection 4.4.3 Note 3: See also subsection 4.4.5

Dark Lots are corner lots, but only in Deep River

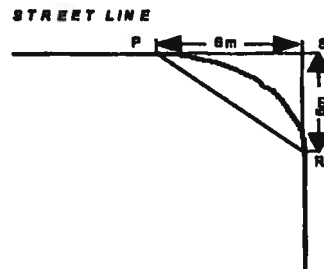
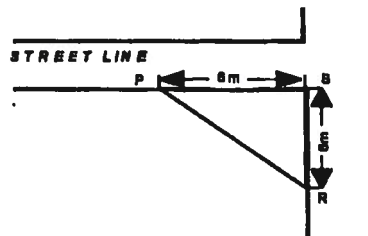


This report is illustrative only and may contain errors or omissions. Do not rely on it as being a precise indication of geographic locations or features.

SCALE 1 : 1,604



VISIBILITY ON CORNER LOTS



No obstruction permitted

Note: The above illustrations are for clarification purposes only.



THE CORPORATION OF THE TOWN OF DEEP RIVER

ISSUE REPORT

SUBJECT: Deep River & Area Minor Soccer Club - Bill Rounding Park		REPORT NUMBER 2011SC001ISS
File Storage:		PAGE 1 of 7
PREPARED BY: Shelly Cull, Recreation Manager	REVISION DATE: March 14, 2011	
MANAGER SIGNATURE: <i>Shelly Cull</i>	FOR CONSIDERATION OPEN SESSION <input checked="" type="checkbox"/> CLOSED SESSION <input type="checkbox"/>	
REFERRED TO: Council		
ATTACHMENTS: 1. Letter of request from the Deep River & Area Minor Soccer Club 2. Email from Susan Titterington on March 7, 2011		

BACKGROUND:

The Deep River and Area Minor Soccer Club feels that they are outgrowing the Town's present facility at Grouse Park with respect to both field space and public accommodation, e.g. parking. The club feels that the issues present safety concerns to the children participating and to family and friends watching.

The club statistics of participants for 2009/2010 season were 310 plus 60+ coaches, assistant coaches and conveners involved. 2008/2009 statistics of participants were 297. 2007/2008 statistics of participants were 232. The Soccer club also utilizes the Mackenzie High School Campus for the older age groups. The town provides four mini fields at Grouse Park. The Soccer Club had 143 participants (2010 statistics) for the age groups of U8-U4 who utilizes these playing fields. The U4-U6 players play on the mini-fields on Tuesdays and Thursdays from 6 to 7 pm. The U8 players play on the mini-fields on Mondays and Wednesdays from 6 to 7 pm. This program runs from the beginning of May to the end of June.

The U10-U18 utilizes the two full size soccer pitches at Grouse Park and Mackenzie High School (MHS). The teams meet twice a week from early May to mid August, Monday through Thursday with 167 participants in this age group. One full size soccer pitch is also created into two smaller fields to be able to accommodate the clubs needs and scheduling.

1. The club is requesting that the Town revive the green space in Bill Rounding Park into a safe field for playing soccer. The club is also requesting that the maintenance be completed with cutting and field lining, washroom facilities, parking, shelter from weather and lightening and add new soccer goal posts. They would like the field to be used for their Under 10 program. The kids

only use half of a full field, and according to the club they can “free up the most field space at Grouse Park by moving them (U10)”. The club is anticipating a huge group of U10 this year, as well as the next couple of years when they look over the U8 registrations. This age group will be competing in the competitive level this year so the club wishes to have all six U10 teams and their games at Bill Rounding Park. The club is asking that the Town line three U10 fields at Bill Rounding Park.

2. The Soccer club also has just informed the recreation department that the club will not be offering the U4 level of soccer to the community this year (March 8, 2011). The recreation department met with a club member on February 4, 2011 to discuss options regarding the U4 program. The soccer club was to meet on the weekend to discuss these matters and options as suggested by the recreation department, and then the club would decide on the future of the U4 program. The soccer club decided that they will not run this program at this time. We have received a few emails already from concerned parents in the community hoping the Town’s recreation department will take on such a program. Last year the U4 level had 53 participants involved in the program.

ISSUES AND OPTIONS:

1. In 1998/99 the Town focused on upgrading the field in Cedar Park (name at that time). The cost of the project was \$5,534.17 excluding topsoil. The cost was kept to a minimum due to the fact that the Town used the Public Work staff to complete the job. At that time a quote was also received from Mountain View Turf for \$17,000.

The work consisted of rotor tilling the area, dragging the area, rolling the area, cost of seed and fertilizer and the use of Public Works equipment and employees. Topsoil was an addition to the cost, but at the present time I have no record of what the cost was.

The main issue is that all this work and money went into a playing surface that within two years was back to its original condition. The soil is extremely poor for a surface such as a good standard soccer pitch.

Option 1:

The Town has Bill Rounding Soccer field brought up to the standards of Grouse Park fields.

*Revenue generated based on assumption. If the club is to use the field at Bill Rounding Park from 6:00 p.m.-8:00 p.m. as the club has done in the past with the Grouse Park field and MHS field. The Town would generate additional revenue of \$1,056.00 (two hours per evening from Monday-Thursday from May to mid-August, 16 weeks).

*If the club chooses to use the field for only U10 twice a week for one hour, the revenue generated would be \$352.00.

Option 2:

Wait until the snow and frost have come off the field, and meet with the soccer club at Bill Rounding Park for the club to determine adequate playing field. This would then determine if the field needs to be started over from scratch or if the field can be rolled and the **low areas (holes)** be filled in with topsoil and then seeded.

The Town has a charge of \$11.00 per hour for minor soccer fees at Grouse Park. It would be staff's recommendation that this fee be the same for Bill Rounding Park as well. The fee covers a small portion of the cost of lining, staffing and rental of the portable toilets.

Issue # 2

Offering a new spring soccer program for tots in Deep River.

Recreational Tot Soccer

The Recreational Tot Soccer Program will be a fun and non-competitive program.

Our goal and focus during this 45 minute outdoor program is to maintain an energetic and highly active setting using many games to delight and engage kids in physical activity. Our staff instructors will utilize their skills to help develop motor skills, promote physical fitness, and create self-confidence with the children.

The children will have their first experience with the world of soccer and will be exposed to the following skills cloaked in fun & games: kicking, dribbling, throw-in, passing, goalie skills, defensive moves and scrimmaging.

This will be an 8 week program beginning the week of April 2nd and will run 2 evenings a week.

Fee: \$50.00/per player

Players signing up after April 22nd will be charge an additional \$10.00 late fee

Your child will receive a junior size soccer ball to take home & keep once the program is completed.

Program Location/Schedule

Proposal 1: The 45 minute program can be located at Grouse Park (mini fields) and run on Tuesdays and Thursday from 5:30-6:15 pm, allowing the parents to return home from work and grab a quick snack for their child before heading out to the soccer field. This time would also be on opposite nights than the scheduled T-ball program. The opposite nights would target a larger group of children that are of the ages of three and four.

The Town will have to arrange that the DRMSA reschedule their start time 15 minutes later as they have requested the use of the mini field from 6:00 p.m.-7:00 p.m. on Tuesdays and Thursdays for the past few seasons for their under 4 program and under 6 program.

This location has washroom facilities, storage areas, lined mini fields and access to a telephone.

Proposal 2: This 45 minute program can be located at Bill Rounding Park and run on Mondays and Wednesdays or on Tuesdays and Thursdays from 6:00 p.m.-6:45 p.m. depending on DRASA final schedule.

If Council approves the Deep River and Area Soccer Clubs proposal, this location will have portable washrooms and lined mini fields.

Cost Analysis-2011

Staff Wages/Salaries

The staff wage calculations are based on a salary of \$10.55/hour. These calculations factor in two or three staff (playgrounds or sports camp staff, thus giving these staff additional hours at the same hourly rate of pay for eight weeks duration). The calculations include any additional time needed for set up and 4% vacation pay.

Session	Hourly wages	Weekly Hours	Weekly Wages	# Staff	Weekly Totals	With 4% Vacation
8 week	\$10.55	2	\$42.20	2	\$337.60	\$351.10
8 week	\$10.55	2	\$63.30	3	\$506.40	\$526.66

Program Cost Analysis to the User

The following cost analysis to users has been separated to show hourly cost and session cost.

Recreational Parent & Tot Soccer	Hourly Cost	Hours Per Session	Cost of Session
3 -4 year olds	\$6.25	8	\$50.00

Program Supplies

Amount of Children	Supplies	Cost	
30	T-Shirts	405.90	
40	T-Shirts		662.20
30	Balls	\$ 383.30	
40	Balls		\$ 470.88
30	Flex Markers	\$ 75.38	
40	Flex Markers		\$ 117.75
	Totals	\$864.58	\$1,250.83

Estimated Program Revenue

The following is an estimate of program revenue, prior to program costs. The following estimates include figures that would be generated from program registrations. Registration fees are all based on the above cost analysis.

Session	Registration Fee	30 Youth	40 Youth
8 week session	\$50.00	\$1,500.00	\$2,000.00

Final Outcome - Cost Analysis

Sessions	Registration	Program Supplies/Fees	Staff Wages	Revenue
8 week	30 children \$1,500.00	\$864.58	2 staff \$351.10	\$284.32
8 week	30 children \$1,500.00	\$864.58	3 staff \$526.66	\$108.76
8 week	40 children-\$2,000.00	\$1,250.83	2 staff \$351.10	\$398.07
8 week	40 children-\$2,000.00	\$1,250.83	3 staff \$526.66	\$222.51

Recommendation

It is recommended that the Town budget for three staff as it is easy to get supportive parents, but getting parents to be committed coaches is difficult due to family obligations and workloads. The Recreation Department would also recommend **proposal 1** for location of the program as storage will be needed and youth staff may not have a vehicle to use to travel with equipment from Grouse Park to Bill Rounding Park. A canteen is available with cold drinks, parking is available, a medium size storage room is available for emergency shelter, a phone and first aid supplies are already located at the Grouse Park facility for use.

FINANCIAL IMPLICATIONS:

Option 1:

Cost for lining one field from May-August

- 1.5 hour of staff time x 2 = \$21.11 x 9 = \$569.97
- 5 cans of paint per field x 3 x 9 = \$6.50 per can x 5 = \$32.50 x 3 = \$97.5 x 9 weeks = \$877.50
(Every two weeks the fields are lined this also depends on the weather, it may be required to be done more often)

Cost for grass cutting- Public Works cuts the grass once a week and the recreation department would be charged for the equipment and manpower.

- 1 hr x 18 weeks x \$21.59 (staff) x \$48.85 (for equipment) = \$1,267.92

Cost for goal post replacement - If the club uses the field for U10 only the club has mini-nets from Grouse Park that can be brought down to Bill Rounding Park by Public Works.

Cost for 2 rentals of Portable Washrooms from May-End of August

- 2 (portable washrooms) x \$110 per month x \$45 for service x 4 mths = \$1,240.00

Cost for leveling and surface work necessary for safe field play – \$15,000 +
TOTAL COST excluding shelter = \$18,129.91 +

Shelter - similar ones like the Lamure Beach and Marina shelter cost is \$20,000 * at the present time we have very minimal shelter at Grouse Park for this purpose*.

Option 2:

Cost for lining one field from May-August

- 1.5 hour of staff time x 2 = \$21.11 x 9 = \$569.97
- 5 cans of paint per field x 3 x 9 = \$6.50 per can X 5 = \$32.50 x 3 = \$97.5 x 9 weeks = \$877.50
(Every two weeks the fields are lined this also depends on the weather, it may be required to be done more often)

Cost for grass cutting- Public Works cuts the grass once a week and the recreation department would be charged for the equipment and manpower.

- 1 hr x 18 weeks x \$21.59 (staff) x \$48.85 (for equipment) = \$1,267.92

Cost for goal post replacement - If the club uses the field for U10 only the club has mini-nets from Grouse Park that can be brought down to Bill Rounding Park by Public Works.

Cost for 2 rentals of Portable Washrooms from May-End of August

- 2 (portable washrooms) x \$110 per month x \$45 for service x 4 mths = \$1,240.00

Cost for leveling and surface work necessary for safe field play – will be determined once the snow and frost is off the ground playing area. The cost of this maintenance would be significantly cheaper than producing a new surface area.

Costs without the playing field maintenance- to be determined. = \$3,953.39

Issue #2

Sessions	Registration	Expenses	Revenue	
8 week	30 children -2 Staff	\$1215.68	\$1500.00	+\$284.32
8 week	30 children-3 Staff	\$1391.24	\$1500.00	+\$108.76
8 week	40 children- 2 Staff	\$1601.93	\$2000.00	+\$398.07
8 week	40 children- 3 Staff	\$1777.49	\$2000.00	+\$222.51

ACCESSIBILITY IMPLICATIONS:

RECOMMENDATION:

Issue #1- I recommend we look at option #2 and meet with the club to determine what their view is of an adequate playing field. (One of their teams practiced their quite often last year and the coach felt that it was alright to play on). The financial costs of \$3,953.39 would need to be added in the budget for staffing, lining, grass cutting and rental on washrooms.

Issue #2- I recommend we offer this program through the Town of Deep River. There is a need for a program for this age group and from last year's soccer registration numbers of 53 participants, it is very successful.

I would also recommend that we use Grouse Park and begin the program at 5:30 p.m. and run until 6:15 p.m.

I would also recommend we budget for an 8 week program at 40 children with 3 staff with a revenue income of \$2,000.00 and expenses at \$1,777.49.

REVIEWED BY: *Michelle Lavose* **DATE:** *March 14, 2011*
per CAO/Clerk *Michelle Lavose*

COMMENTS: -

MS 05-2011
2-33 PM
by email

Deep River & Area Minor Soccer Club

February 26, 2011

To Whom It May Concern:

The Deep River & Area Minor Soccer Club (DRAMSC) would like to request the assistance of the town in revitalizing Bill Rounding Park for recreational use.

It takes no more than a quick visit to Grouse Park in the middle of May to witness the overwhelming participation by this community in minor soccer. Although it's very encouraging to see such enthusiasm for the sport, the avid response to the program over the past few years has resulted in the need for more field space.

The club feels that we are outgrowing our present facilities at Grouse Park, with respect to both field space, and public accommodation (e.g. parking, spectators etc). Both these issues present safety concerns to the children participating and those family and friends watching. The availability of Bill Rounding Park as an alternative area for soccer play would alleviate field space at Grouse Park and further expand opportunities for participation from other community groups in the area.

It is our request that the municipality assist us in reviving a beautiful green space in our community so that it might be used to its full capacity. We hope that the municipality can contribute by providing the following essential services:

- Initial leveling and surface work necessary for safe field play;
- Maintenance and upkeep of the fields (cutting, field lines etc.);

- Washroom facilities
- Parking (availability)
- Shelter from weather/lighting
- New goal posts

The green space in Deep River is a gift that should be used not only to maximize our resources, but also to pay tribute to those early architects whom can't possibly be satisfied with such stagnant use of communal land.

Your consideration in this request is greatly appreciated by the club executive and its members.

Sincerely,

Susan Titterington
DRAMSC

Shelly Cull

From: Titterington, Susan [titteringtons@aecl.ca]
Sent: March 7, 2011 3:22 PM
To: Shelly Cull
Subject: RE: DRAMSC & Bill Rounding Park

UNRESTRICTED | ILLIMITÉ

Hi Shelly,

The executive met last night and the Bill Rounding Park request was discussed. If the town is willing to provide an adequate playing surface, we will provide portable nets. Having said that, a member suggested last night that we only have 4 net because the town accidently got rid of our other two, mistaking them for U8 nets? Therefore, we may ask the town to replace those?

The best group for us to put over at Bill Rounding will be our U 10's. These kids only use half a full field, and therefore we can free up the most field space at Grouse by moving them. We are anticipating a huge group of U 10's this year (as well as the next couple years - looking at our U8 registration). This group will be competing this year against other clubs, so it would be great to field all six U 10 teams and their games, at Bill Rounding.

Please let me know if you need anything further.

Thanks,

Sue

From: Shelly Cull [mailto:scull@deepriver.ca]
Sent: March 2, 2011 9:28 AM
To: Titterington, Susan
Subject: RE: DRAMSC & Bill Rounding Park

Morning Sue

Would you be able to tell me where the DRAMSC purchased their goal posts and what was the cost for them and the nets. I would assume that the club would prefer that style for the field in Bill Rounding if the request goes through.

Thank you so much for your time

Shelly Cull

The Corporation of the Town of Deep River
Recreation Department
Recreation Manager
613-584-2000 ext 104
Fax: 613-584-3237
<mailto:scull@deepriver.ca>
100 Deep River Rd
P.O Box 400
Deep River, ON
K0J 1P0



THE CORPORATION OF THE TOWN OF DEEP RIVER

ISSUE REPORT

SUBJECT: Enbridge Gas Distribution, Inc. Franchise Agreement		REPORT NUMBER ISS2011KH003
File Storage:		PAGE 1 of 2
PREPARED BY: Jackie Mellon	REVISION DATE:	
MANAGER SIGNATURE: <i>J. Mellon per [unclear]</i>	FOR CONSIDERATION OPEN SESSION <input checked="" type="checkbox"/> CLOSED SESSION <input type="checkbox"/>	
REFERRED TO: Council (March 16, 2011)		
ATTACHMENTS: 1. Correspondence dated February 16, 2011 to Mayor Thompson 2. Correspondence dated February 16, 2011 to Michelle Larose, CAO/Clerk 3. Model Franchise Agreement 4. Proposed Resolution 5. Draft By-law 6. Current By-law 52-91 and Franchise Agreement dated August 21, 1991 7. Certificate of Public Convenience and Necessity dated July 23, 1991		

BACKGROUND:

On August 21, 1991 the Town of Deep River and Enbridge Gas Distribution, Inc. (formerly The Consumers Gas Company, Ltd.) entered into a Franchise Agreement that would allow Consumers Gas to distribute and sell gas to the Town and its residents. The Agreement, which is mandated by Provincial legislation, will expire on August 21, 2011. In order for the Agreement to be renewed, an application must be submitted to the Ontario Energy Board. Prior to submission of the application, the Agreement authorizing Enbridge Gas to distribute, store and transmit gas to the Town and its residents must be approved by Council. Enbridge has forwarded the renewal documents (including a draft by-law), along with a proposed resolution that would authorize the submission of the application to the Ontario Energy Board.

ISSUES AND OPTIONS:

NIL

FINANCIAL IMPLICATIONS:

In the letter to the CAO/Clerk, under Item #3 (Reference Information), it is noted that in 2008 Enbridge Gas paid the Town of Deep River in excess of \$28,000.00 in taxes. Land in which

SUBJECT: Enbridge Gas Distribution, Inc. Franchise Agreement	REPORT NUMBER ISS2011KH003
File Storage:	PAGE 2 of 2

Enbridge Gas has installed pipeline is assessed by the Municipal Property Assessment Corporation (MPAC) and annual property taxes are levied based on the assessment. The taxes are paid not only to the Town, but also to the County and the Board of Education. The amount received by the Town of Deep River in 2008 was \$10,369.03. A history of the taxes for the past six years shows the Town received approximately \$10,000.00 each year.

ACCESSIBILITY IMPLICATIONS:

NIL

RECOMMENDATION:

It is recommended that Council approves the draft By-law (including the franchise agreement), and authorizes submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*.

REVIEWED BY: Steve Lecinski **DATE:** March 14, 2011
per CAO/Clerk Michelle Larose

COMMENTS: -

FEB 24 2011

Enbridge Gas Distribution Inc.
400 Coventry Road
Ottawa, ON K1K 2C7

Bruce Rozycki
Operations Manager
Tel 613-747-4061
Fax 613-748-6899
Email bruce.rozycki@enbridge.com



February 16, 2011

Mr. Dave Thompson, Mayor
Town of Deep River
100 Deep River Road, P.O. Box 400
Deep River, ON K0J 1P0

Dear Mr. Thompson:

Re: Franchise Agreement between the Corporation of the Town of Deep River (the "Municipality") and Enbridge Gas Distribution Inc. ("Enbridge")

I am writing to draw your attention to the upcoming expiration of the current gas Franchise Agreement between the Town of Deep River and Enbridge. The expiration date is August 21, 2011 and I have written to the Town CAO/Clerk requesting her assistance in renewing the franchise, as is required pursuant to the *Municipal Franchises Act* for the purpose of supplying to the inhabitants of the Town of Deep River. A copy of said letter is enclosed for your review.

May I request that you proceed with having the Resolution passed at your earliest convenience.

If assistance is required, or attendance at a Council meeting is desired, please contact me in this regard.

Sincerely,

Bruce Rozycki
Operations Manager
Eastern Region

Encls.

cc: Ms. Michelle Larose, Chief Administrative Officer / Clerk, Town of Deep River
Ms. Lesley Austin, Regulatory Coordinator, Enbridge

Enbridge Gas Distribution Inc.
400 Coventry Road
Ottawa, ON K1K 2C7

Bruce Rozycki
Operations Manager
Tel 613-747-4081
Fax 613-748-6899
Email bruce.rozycki@enbridge.com



February 16, 2011

Ms. Michelle Larose
Chief Administrative Office / Clerk
Town of Deep River
100 Deep River Road, P.O. Box 400
Deep River, ON K0J 1P0

Dear Ms. Larose:

Re: Franchise Agreement between the Corporation of the Town of Deep River (the "Municipality") and Enbridge Gas Distribution Inc. ("Enbridge")

I am writing to draw your attention to the fact that on August 21, 2011 the Franchise Agreement between the Town of Deep River and Enbridge (formerly The Consumers' Gas Company Ltd.) will expire.

As you know, Provincial legislation requires a Franchise Agreement between the municipal corporation and the gas company serving that municipality. In April 2001, the Ontario Energy Board ("Board") issued the revised 2000 Model Franchise Agreement to serve as a model for such agreements.

As a result, dialogue between Enbridge and the Municipality need to commence for renewal of a long-term Franchise Agreement using the approved model. The *Municipal Franchises Act, R.S.O. 1990, c. M.55, as amended* (the "Act") is the legislation that gives Enbridge the right to supply and distribute gas to the inhabitants of your Municipality.

Please be assured that Enbridge is renewing all municipal Franchise Agreements in Ontario using the model agreement.

To assist you in this matter, I am enclosing the following documents for your information and review:

1. **Renewal Documents**: A copy of the proposed Resolution, draft By-Law and the 2000 Model Franchise Agreement (additional copies for each of your Councillors can be printed from the enclosed CD, if required);
2. **Historical Background**: A copy of the current By-Law 52-91 and Franchise Agreement passed and dated August 21, 1991. As well as a copy of the Certificate of Public Convenience and Necessity that Enbridge holds for the Town of Deep River - E.B.C. 194 dated July 23, 1991; and

3. **Reference Information:** A copy of the Gas Franchise Handbook, (an explanatory supplement to the 2000 Model Franchise Agreement). Also of note, in 2008 Enbridge paid taxes to the Municipality in excess of twenty-eight thousand dollars.

Both the 2000 Model Franchise Agreement and the Gas Franchise Handbook may be obtained from the Board's website at:

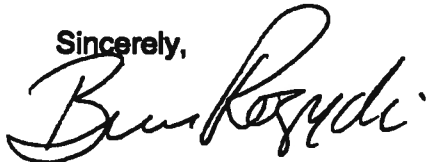
<http://www.oeb.gov.on.ca/OEB/Industry/Rules+and+Requirements/Rules+Codes+Guidelines+and+Forms#gas>

Your office normally arranges for the Franchise Agreement to be considered by Council by placing the matter on a Council meeting agenda. Council meets to consider and pass the Resolution. The draft By-Law and Model Franchise Agreement **are not** completed at this time. They should, however, remain attached to the signed Resolution as a complete package when you return it to my attention. Your signed Resolution will authorize Enbridge to file an application with the Board under the Act to request an order granting approval for the renewal of the gas franchise.

I am available to attend at Council, or meet with you further, at any time.

Enbridge Gas Distribution looks forward to its continued service to the Corporation of the Town of Deep River and its residents.

Sincerely,



Bruce Rozycki
Operations Manager
Eastern Region

Encls.

cc: Mr. Dave Thompson, Mayor, Town of Deep River
Ms. Lesley Austin, Regulatory Coordinator, Enbridge

Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

**BETWEEN: The Corporation of the Town of Deep River hereinafter called the
"Corporation"**

- and -

Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

- 1. In this Agreement:**
 - a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;**
 - b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;**
 - c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;**

- d. **"gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;**
- e. **"highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;**
- f. **"Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;**
- g. **"Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;**
- h. **"Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and**
- i. **whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.**

Part II - Rights Granted

2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.**
- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.**
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:**
 - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or**
 - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.**
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.**
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.**
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.**

- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.**
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.**
- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.**
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.**

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,

- iii. the amount paid by the Gas Company to contractors for work related to the project,
 - iv. the cost to the Gas Company for materials used in connection with the project, and
 - v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system

for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - i. the third party has entered into a municipal access agreement with the Corporation; and
 - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE TOWN OF DEEP RIVER

By: _____

By: _____

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

By: _____

THE CORPORATION OF THE TOWN OF DEEP RIVER

RESOLUTION

Moved by _____

Seconded by _____

BE IT RESOLVED:

- 1. That this Council approves the form of draft By-law (including the franchise agreement forming part thereof) attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act.
- 2. That this Council requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the attached draft By-law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

Certified to be a true copy of a resolution passed by the Council of the Corporation of the Town of Deep River on the ___ day of _____, 20 .

Clerk

THE CORPORATION OF THE TOWN OF DEEP RIVER ("CORPORATION")

BY-LAW NUMBER _____

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION AND
ENBRIDGE GAS DISTRIBUTION INC.**

WHEREAS the Council of the Corporation deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the _____ day of _____, 20____ has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.

Read the first and second time this _____ day of _____, 20____ .

_____	_____
Clerk	Mayor

Read the third time and ENACTED AND PASSED this _____ day of _____, 20____ .

_____	_____
Clerk	Mayor

CORPORATION OF THE TOWN OF DEEP RIVER

BY-LAW NO. 52-91

A By-law to authorize the municipality to enter into a franchise agreement between the Corporation of the Town of Deep River and The Consumers' Gas Company Ltd.

WHEREAS the Council of the Corporation deems it expedient to enter into the attached franchise agreement with The Consumers' Gas Company Ltd.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 23rd day of July 1991 has approved the terms and conditions upon which and the period for which the franchise provided for the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

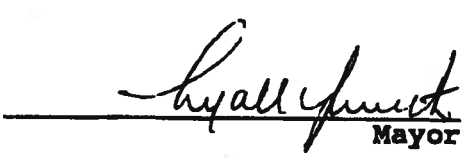
NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and Clerk are hereby authorized and instructed on behalf of the Corporation to enter into an execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.
3. This By-law comes into force upon adoption by Council of the Corporation of the Town of Deep River.

READ A FIRST AND SECOND TIME THIS 21st DAY OF AUGUST, A.D. 1991.

READ A THIRD TIME and FINALLY PASSED THIS 21st DAY OF AUGUST, A.D. 1991.


 Clerk-Treasurer


 Mayor

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THIS AGREEMENT made this 21st day of August, 1991.
BETWEEN:

**THE CORPORATION OF THE TOWN
OF DEEP RIVER**

hereinafter called the "Corporation"

- and -

THE CONSUMERS' GAS COMPANY LTD.

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute and sell gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the Mayor and the Clerk have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

I Definitions

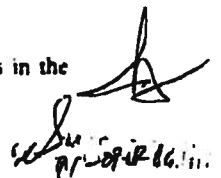
1. In this Agreement:

- (a) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (b) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the supply, transmission and distribution of gas in or through the Municipality;
- (c) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (d) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (e) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation.

II Rights Granted

1. To provide gas service.

The consent of the Corporation is hereby given and granted to the Gas Company to supply gas in the Municipality to the Corporation and to the inhabitants of the Municipality.



Handwritten signature and date: 21-08-91

2. To road allowances.

The consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the supply, distribution and transmission of gas in and through the Municipality.

3. Duration of Agreement and Renewal Procedures.

The rights hereby given and granted shall be for a term of * 20 years from the date of final passing of the By-law.

At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. Nothing herein stated shall preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

III Conditions

1. Approval of Construction.

Before beginning construction of or any extension or change to the gas system (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific location, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy. Geodetic information will not be required except in complex urban intersections in order to facilitate known projects, being projects which are reasonably anticipated by the Engineer/Road Superintendent. The Engineer/Road Superintendent may require sections of the gas system to be laid at a greater depth than required by C.S.A. Z184-M1986 to facilitate known projects. The location of the work as shown on the said plan must be approved by the Engineer/Road Superintendent before the commencement of the work and the timing, terms and conditions relating to the installation of such works shall be to his satisfaction.

Notwithstanding the provisions of the above noted paragraph, in the event it is proposed to affix a part of the gas system to a bridge, viaduct or structure, the Engineer/Road Superintendent may, if the Engineer/Road Superintendent approves of such location, require special conditions or a separate agreement.

No excavation, opening or work which shall disturb or interfere with the surface of the travelled portion of any highway shall be made or done unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all works shall be done to his satisfaction.

The Engineer/Road Superintendent's approval, where required throughout this section, shall not be withheld unreasonably.

2. As Built Drawings.

The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received. After completion of the construction, where plans were initially filed, an "as built" plan of equal quality to the pre-construction plan or certification that the pre-construction plan is "as built" will be filed with the Engineer/Road Superintendent.

3. Emergencies.

In the event of an emergency involving the gas system, the Gas Company will proceed with the work and in any instance where prior approval of the Engineer/Road Superintendent is normally required, shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force having jurisdiction.

* The rights given and granted for a first agreement shall be for a term of 20 years. The rights given and granted for any subsequent agreement shall be for a term of not more than 15 years, unless both parties agree to extend the term to a term of 20 years maximum.

4. **Restoration.**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay any reasonable account therefor as certified by the Engineer/Road Superintendent.

5. **Indemnification.**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

6. **Alternative Easement.**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and to provide, if it is feasible, the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation will share, as provided in clause III, 7 of this Agreement, in the cost of relocating or altering the gas system to facilitate continuity of gas service.

7. **Pipeline Relocation.**


If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.

Where any part of the gas system relocated in accordance with this section is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system.

Where any part of the gas system relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:

- (a) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
- (b) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
- (c) the amount paid by the Gas Company to contractors for work related to the project.
- (d) the cost to the Gas Company for materials used in connection with the project, and
- (e) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (a), (b), (c) and (d) above.

The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company.


4/11/82

8. Notice Drainage Superintendent.

In a case where the gas system may affect a municipal drain, the Gas Company shall file with the Drainage Superintendent, for purposes of the Drainage Act, or other person responsible for the drain, a copy of the plan required to be filed with the Engineer/Road Superintendent.

IV Procedural And Other Matters

1. Municipal By-laws of General Application.

This Agreement and the respective rights and obligations hereunto of the parties hereto are hereby declared to be subject to the provisions of all regulating statutes and all municipal by-laws of general application and to all orders and regulations made thereunder from time to time remaining in effect save and except by-laws which impose permit fees and by-laws which have the effect of amending this Agreement.

2. Giving Notice.

Notices may be given by delivery or by mail, and if mailed, by prepaid registered post, to the Gas Company at its head office or to the Clerk of the Corporation at its municipal offices, as the case may be.

3. Disposition of Gas System.

During the term of this Agreement, if the Gas Company abandons a part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove that part of its gas system affixed to the bridge, viaduct or structure.

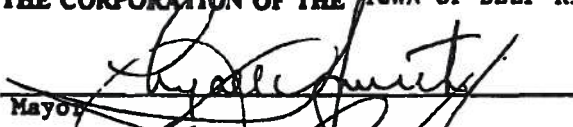
If at any time the Gas Company abandons any other part of its gas system, it shall deactivate that part of its gas system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove its gas system. If the Gas Company fails to remove its gas system and the Corporation requires the removal of all or any of the gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the deactivated gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby.

4. Agreement Binding Parties.

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the date first above written.

THE CORPORATION OF THE TOWN OF DEEP RIVER

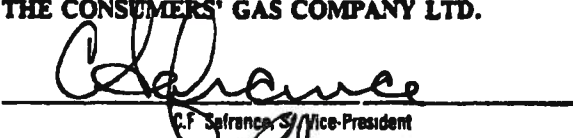


Mayor



Clerk

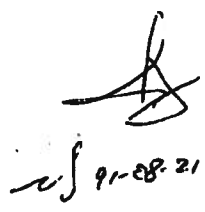
THE CONSUMERS' GAS COMPANY LTD.



C.F. Safranco, Vice-President



R.J. Ng
Corporate Secretary


9-1-08-21

SCHEDULE "A"

By-Law No. 52-91 enacted and passed by the Council of the Corporation of the Town of Deep River the 21st day of August, 1991.



Ontario Energy Board
Commission de l'Énergie de l'Ontario

IN THE MATTER OF the Municipal Franchises Act, R.S.O. 1980, Chapter 309, Section 8 and amendments thereto;

AND IN THE MATTER OF an Application by The Consumers' Gas Company Ltd. for a Certificate of Public Convenience and Necessity to construct works to supply gas and to supply gas to the Town of Deep River and its inhabitants.

**BEFORE: R.R. Perdue
Presiding Member**

**C.W.W. Darling
Member**

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON The Consumers' Gas Company Ltd. ("Consumers Gas") having filed an Application dated October 11, 1989 with the Ontario Energy Board ("the Board") for a Certificate of Public Convenience and Necessity to construct works to supply gas and to supply gas to the Town of Deep River and its inhabitants;

AND UPON Notice of Application having been published, and Notice of Application and Notice of Hearing having been served upon the Clerk of the Town of Deep River;

AND WHEREAS the Board held a public hearing commencing on April 26, 1990 in the presence of counsel for Consumers Gas, Union Gas Limited and Board Staff;

AND WHEREAS the Board issued an Interim Decision with Reasons ("the Interim Decision") dated June 18, 1990 which provided that, if Consumers Gas failed to make an application to reconvene the hearing to present new evidence prior to December 31, 1990, the Board would reconvene the hearing and render a final decision on the Application;

AND WHEREAS the Board reconvened the hearing on January 17, 1991 to hear evidence from Consumers Gas requesting an extension of the deadline until June 30, 1991;

AND WHEREAS the Board issued a Further Decision With Reasons, dated January 23, 1991, granting the extension sought by Consumers Gas until June 30, 1991;

AND WHEREAS Consumers Gas, by letter dated May 6, 1991, requested the Board to reconvene the hearing to hear further evidence;

AND WHEREAS the Board reconvened the hearing on May 28, 1991, in the presence of counsel for Consumers Gas and Board Staff, having given due Notice to the interested parties;

AND WHEREAS the Board has issued its Final Decision with Reasons dated June 28, 1991;

THE BOARD ORDERS THAT:

1. **A Certificate of Public Convenience and Necessity is hereby granted to Consumers Gas to construct works to supply gas and to supply gas in the Town of Deep River.**

DATED at Toronto July 23, 1991.

ONTARIO ENERGY BOARD



**S.A.C. Thomas
Board Secretary**



***DEEP RIVER DRINKING WATER
SYSTEM
2010 ANNUAL REPORT***

Prepared by:

Brenda Royce

Process and Compliance Technician

Ottawa Valley Hub

11/02/2011



**Ontario Clean Water Agency
Agence Ontarienne Des Eaux**

Foreword

This document contains three different reports required for the Deep River Drinking Water System:

- **Section 11, Annual Report, as per the SDWA, 2002- Section 11 of the Ontario Regulation 170/03**
- **Summary Report, as per the SDWA, 2002- Schedule 22 of the Ontario Regulation 170/03**
- **Summary of the Raw Water values that were submitted to the Ministry of the Environment under the Ontario Regulation 387/04, SDWA, 2002- Water Taking and Transfer.**

Section 12 of Ontario Regulation 170/03 of the SDWA, 2002, requires both the Summary Report and the Annual Report be made available for inspection by any member of the public during normal business hours, without charge. These reports are to be made available for inspection at the office of the municipality and on the municipality internet site.

SUMMARY REPORT

2010

**DEEP RIVER DRINKING WATER SYSTEM
2010 SUMMARY REPORTS FOR MUNICIPALITIES**

Report

This report is a summary of water quality information for the Deep River Drinking Water System, published in accordance with Schedule 22 of Ontario's Drinking-Water Systems Regulation for the reporting period of January 1, 2010 to December 31, 2010. The Deep River Drinking Water System is categorized as a Large Municipal Residential Drinking Water System.

This report was prepared by the Ontario Clean Water Agency on behalf of the Town of Deep River.

Who gets a copy of the Report:

- in the case of a drinking-water system owned by a municipality, the members of the municipal council;

What must the Report contain?

The report must,

- (a) list the requirements of the Act, the regulations, the system's approval and any order that the system **failed to meet** at any time during the period covered by the report and specify the duration of the failure; and
- (b) for each failure referred to in clause (a) describe the measures that were taken to correct the failure.

The following table lists the requirements that the system failed to meet and the measures taken to correct the failure:

Drinking Water Legislation	AWQI #	List the requirement(s) the system failed to meet	Specify the duration of the failure (i.e. date(s))	Describe the measures taken to correct the failure	Status (complete or outstanding)
SDWA 170/03	93118 & 93276	4 th quarter annual running average (THM total- 109 ug/L, 1st Quarter TTHM result- 53.5 ug/L)	18-Jan-10 to 27-Jan-10	Re-sampled on Jan. 25, 2010 and results were TTHM- 77.7 ug/L & running average of 115 ug/L. No further action required as per instructions from local Health Unit.	Completed
SDWA 170/03	94089	CT not met in clear well (low chlorine residual) as the chlorinator automatic switchover failed	29-Mar-10 to 29-Mar-10	Effluent pumps were shut down until proper CT achieved by increasing the chlorine residual in the clear well.	Completed

**DEEP RIVER DRINKING WATER SYSTEM
2010 SUMMARY REPORTS FOR MUNICIPALITIES**

SDWA 170/03	94273 (Revised) & 94404	2 nd quarter annual running average (THM total- 123 ug/L, 2nd Quarter TTHM result- 101 ug/L)	09-Apr-10 to 20-Apr-10	Flushed and re-sampled with results of TTHM- 84.6 ug/L and 93. ug/L and running average TTHM of 123 ug/L. Long term action plan to be created by OCWA and the Town of Deep River to resolve this issue, as requested by Don Munro, MOE Drinking Water Inspector. OCWA had Kemira perform jar tests at the plant and it was determined that switching from Alum to PAS-8 as the coagulant, would help to resolve this problem, and was implemented at the water plant in December 2010.	Completed
SDWA 170/03	98923	Lead Exceedance (13.5 ug/L) from sample taken by MOE Inspector during annual inspection	01-Nov-10 to 09-Nov-10	Re-sampled by OCWA staff and sent to Lab for analysis. Results were 2 ug/L and 3 ug/L. No further action required.	Completed
SDWA 170/03	99238	Fluoride Exceedance (1.54 mg/l > 5 minutes) due to regulator failure	27-Nov-10 to 29-Nov-10	The fluoride pumps were turned off until the regulator feed lines were reduced.	Completed

The Ministry of Environment 2010 Inspection Report noted the following:

Item #	Item	Action Taken to Address Item	Current Status (Complete, In progress)
The Ministry of Environment conducted their annual site visit for the 2010 reporting year on October 19th & 20th, 2010. The final report was received on December 17, 2010 and there were No Actions Required to respond to from the Inspection Report, as we received a 100% Inspection Rating.			

**DEEP RIVER DRINKING WATER SYSTEM
2010 SUMMARY REPORTS FOR MUNICIPALITIES**

What else must the Report contain?

The report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system:

1. A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows and daily instantaneous peak flow rates.
2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval.

Attached is a copy of the Annual Record of Water Taking for the Deep River Drinking Water System. This document contains all required flow information.

When Does the Report Get Submitted?

If a report is prepared for a system that supplies water to a municipality under the terms of a contract, the owner of the system shall give a copy of the report to the municipality by March 31.

Annual Record Of Surface Water Taking
Relevé annuel des prises d'eau de surface

Personal information contained on this form is collected under the authority of the Ontario Water Resources Act, Section 20. The Purpose of the form is to record details and information about the taking of water annually. Questions should be directed to the respective hub office in your area.

Les renseignements personnels qui figurent dans le présent formulaire sont recueillis en vertu de l'article 20 de la Loi sur les ressources en eau de l'Ontario. Ce formulaire sert à dossiers les détails et les renseignements concernant la prise d'eau annuelle. Prière d'adresser toutes questions au personnel du bureau régional de votre secteur.

Year(Année): 2010 Permit No.(N° de permis): 3664-63ZP3C Source: Ottawa River
 Location: RW - Raw Water

Name of Permittee: Town of Deep River Mailing Address: 100 Deep River Road, Deep River Ontario K0J 1P0
 Nom du titulaire du permis Adresse postale

Location Of Taking: Twp. or Municipality: Concession: Lot
 Lieu de la prise d'eau Canton ou municipalité
 Ottawa River Town of Deep River

	Jan/2010	Feb/2010	Mar/2010	Apr/2010	May/2010	Jun/2010	Jul/2010	Aug/2010	Sep/2010	Oct/2010	Nov/2010	Dec/2010	← Total →	← Avg. →	← Max. →	← Criteria →
Total Hours of Taking	398.58	272.08	275.58	307.21	453.04	443.88	418.82	448.88	378.27	328.8	301.42	358.58	4,381.19	385.1		
Avg Daily Taking(m3)	3,212.78	2,480.15	2,253.18	2,589.82	3,888.24	3,891.81	4,288.28	3,758.92	3,823.88	2,843.41	2,482.28	2,864.28		3,182.88		15,811.0
Total Amt of Taking(m3)	89,598.1	88,884.07	88,848.59	77,068.8	118,853.8	110,754.8	133,247.0	118,448.8	108,715.7	88,145.7	74,787.7	81,882.0	1,153,038.88			
Max Daily Flow(m3)	3,777.4	3,154.4	2,888.2	3,171.8	5,879.5	4,489.8	6,332.8	5,089.0	4,854.1	5,121.0	3,330.7	4,485.8			6,392.8	15,811.0
Peak Daily Rate of Taking(L/sec)	89.21	77.06	112.18	110.8	78.94	81.28	118.0	138.8	111.3	108.9	118.7	118.4			138.8	184.2
Peak Daily Rate of Taking(L/min)	5,352.8	4,623.6	6,730.8	6,654.0	4,700.4	5,478.8	7,140.0	8,208.0	6,678.0	6,578.0	7,002.0	7,104.0			8,208.0	11,048.0

SECTION 11
ANNUAL REPORT 2010



**Ontario Clean Water Agency
Agence Ontarienne Des Eaux**

**Drinking-Water Systems Regulation O. Reg. 170/03,
Section 11- Annual Report.**

System Information-

Drinking Water System Name:	Deep River Drinking Water System
Municipal Drinking Water Licence #	189-101, Issue # 1
Drinking Water Works Permit #	189-201, Issue # 1
Drinking Water System Number:	220000923
System Owner:	Deep River, The Corporation of the Town of
Operating Authority:	Ontario Clean Water Agency
Drinking Water System Category:	Large Municipal Residential
Reporting Period:	January 1, 2010 – December 31, 2010

Summary Report (170/03 Schedule 22) will be available for inspection at:

Town of Deep River
100 River Road, Box 400
Deep River, ON
K0J 1P0

List all Drinking Water Systems which receive all of their drinking water from your System:

Name	Drinking Water System Number
No other systems receive water from this system.	

Provide a brief description of the System:

There are three Actiflo units that provide coagulation, flocculation and sedimentation. PAS-8 and polymer are added in the Actiflo process. Filtration is provided by dual media filters. Post disinfection is provided using chlorine gas. pH is adjusted using caustic soda both before the Actiflo process and as the treated water enters the distribution system.

What Treatment Chemicals were used during the Reporting Year:

Chemical Name	Use	Supplier
Alum/PAS-8	Coagulant	Kemira
Fluoride	Flouridation	Min-Chem Canada Inc.
Chlorine Gas	Disinfection	Brenntag
Caustic Soda	pH Adjustment	Cleartech
Magnifloc LT27AG	Actiflo	BASF Canada Ltd
Centrifuge Polymer (Zetag 8140)	Lamella Clarifier & Centrifuge Process	BASF Canada Ltd
Silica Sand	Actiflo Process	John Meunier

Summary of any Reports made to the Ministry under subsection 18 (1) of the Act or Section 16-4 of Schedule 16:

DRINKING WATER LEGISLATION	AWQI #	Cause			STATUS
		PARAMETER/EQUIPMENT FAILURE	DURATION	CORRECTIVE ACTION TAKEN	
SDWA 170/03	93118 & 93276	4 th quarter annual running average (THM total- 109 ug/L, 1st Quarter TTHM result- 53.5 ug/L)	18-Jan-10 to 27-Jan-10	Re-sampled on Jan. 25, 2010 and results were TTHM- 77.7 ug/L & running average of 115 ug/L. No further action required as per instructions from local Health Unit.	Completed
SDWA 170/03	94089	CT not met in clear well (low chlorine residual) as the chlorinator automatic switchover failed	29-Mar-10 to 29-Mar-10	Effluent pumps were shut down until proper CT achieved by increasing the chlorine residual in the clear well.	Completed
SDWA 170/03	94273 (Revised) & 94404	2 nd quarter annual running average (THM total- 123 ug/L, 2nd Quarter TTHM result- 101 ug/L)	09-Apr-10 to 20-Apr-10	Flushed and re-sampled with results of TTHM- 84.6 ug/L and 93. ug/L and running average TTHM of 123 ug/L. Long term action plan to be created by OCWA and the Town of Deep River to resolve this issue, as requested by Don Munro, MOE Drinking Water Inspector. OCWA had Kemira perform jar tests at the plant and it was determined that switching from Alum to PAS-8 as the coagulant, would help to resolve this problem, and was implemented at the water plant in December 2010.	Completed
SDWA 170/03	98923	Lead Exceedance (13.5 ug/L) from sample taken by MOE Inspector during annual inspection	01-Nov-10 to 09-Nov-10	Re-sampled by OCWA staff and sent to Lab for analysis. Results were 2 ug/L and 3 ug/L. No further action	Completed

				required.	
SDWA 170/03	99238	Fluoride Exceedance (1.54 mg/l > 5 minutes) due to regulator failure	27-Nov-10 to 29-Nov-10	The fluoride pumps were turned off until the regulator feed lines were reduced.	Completed

Does your Drinking-Water System serve more than 10 000 people?

NO

If yes, is your annual report available to the public at no charge on a web site on the internet?

YES

Indicate how you notified system users that your annual report is available, and is free of charge?

- Notice via the Town of Deep River's internet website
- Notice via Government Office

Regulatory Sample Results Summary:

Microbiological Testing (170/03, Sch. 10, Sch. 11 or Sch. 12):

	# of E-coli Samples Taken	E-Coli Results (min-max)	# of Total Coliform Samples Taken	Total Coliform Results (min-max)	# of HPC Samples Taken	HPC Results (min-max)
Raw	52	0-3	52	0-73	52	1-500
Treated	52	0-0	52	0-0	52	0-4
Distribution	208	0-0	208	0-0	208	0-70

Operational Testing (170/03, Sch. 7, Sch. 8 or Sch. 9):

On-Line-

Parameter	Range of Results (min # - max #)
Filter #1 Turbidity	0.041 – 0.619 NTU
Filter #2 Turbidity	0.031 – 0.599 NTU
Filter #3 Turbidity	0.032 – 0.593 NTU
Treated Free Chlorine	0.006 – 5.002 mg/L *
Treated Fluoride	< 0.1 – 0.64 mg/L**

*Chlorine spikes recorded by on-line instrumentation were a result of various maintenance/calibration activities. All spikes are reviewed for compliance with O. Reg. 170/03 and reported as required.

** Fluoride On-Line Analyzer functioning as of August 2009

**Summary of Additional Non-Required Samples:
In-House-**

Parameter	# of grab samples taken	Range of Results (min # - max #)
Filter #1 Turbidity	15	0.159 – 0.248 NTU
Filter #2 Turbidity	15	0.163 – 0.226 NTU
Filter #3 Turbidity	15	0.153 – 0.255 NTU
Treated Water Turbidity	52	0.124 – 0.252 NTU
Treated Water pH	247	6.82 – 7.71
Treated Water Alkalinity	52	14 – 25 mg/L
Treated Water Aluminum	52	0 – 0.72 mg/L
Treated Water Colour	52	0 – 3 TCU
Treated Water Fluoride	242	0 – 0.88 mg/L
Treated Water Free Chlorine	248	1.24 – 2.34 mg/L
Treated Water Total Chlorine	248	1.33 – 2.61 mg/L
Distribution Free Chlorine	510	0.07 – 1.78 mg/L

Laboratory-

Parameter	# of grab samples taken	Range of Results (min # - max #)
Treated Water Alkalinity	12	14 – 24 mg/L
Treated Water Colour	12	2 – 2 TCU
Treated Water Conductivity	12	132 – 153 uS/cm
Treated Water Fluoride	12	0.41 – 0.69 mg/L
Treated Water pH	12	7.22 – 7.52
Treated Water Total Dissolved Solids	12	86 – 100 mg/L
Treated Water Hardness	12	17 – 28 mg/L
Treated Water Aluminum	12	0.05 – 0.16 mg/L
Treated Water Iron	12	< 30 - < 30 ug/L
Distribution Water Alkalinity	12	12 – 28 mg/L
Distribution Water Colour	12	2 – 5 mg/L
Distribution Water Conductivity	12	133 – 157 uS/cm
Distribution Fluoride	12	0.53 – 0.65 mg/L
Distribution pH	12	7.2 – 7.72
Distribution Water Total Dissolved Solids	12	87 – 102 mg/L
Distribution Water Hardness	12	17 – 28 mg/L
Distribution Water Aluminum	12	0.05 – 0.13 mg/L
Distribution Water Iron	12	30 – 220 mg/L

Summary of Additional Samples:

Reason	Date of Issuance	Parameter	Date Sampled	Result/Range	Unit of measure
Certificate of Approval #2201-7ARPRY	04-Feb-08	Backwash Effluent Suspended Solids	Monthly	2 – 11*	mg/L

*The annual average for Backwash Effluent Suspended Solids is 4.6 mg/L which is below the limit of 25 mg/L.

Summary of Inorganic Parameters Tested or Most Recent Sample Result:
 MAC = Maximum Allowable Concentration as per O. Reg. 169/03

Parameter	Sample Date	Result	Unit of Measure	Exceedence of MAC	Exceedence of ½ MAC
Antimony	Jan 11/10	< 0.1	ug/L	No	No
Arsenic	Jan 11/10	< 1.0	ug/L	No	No
Barium	Jan 11/10	< 10.0	ug/L	No	No
Boron	Jan 11/10	< 10.0	ug/L	No	No
Cadmium	Jan 11/10	< 0.1	ug/L	No	No
Chromium	Jan 11/10	1.0	ug/L	No	No
Mercury	Jan 11/10	< 0.1	ug/L	No	No
Selenium	Jan 11/10	< 1.0	ug/L	No	No
Sodium	Jan 11/10	17.0	mg/L	No	Yes*
Uranium	Jan 11/10	< 1.0	ug/L	No	No
Fluoride Residual: Mean	Dec 6/10	0.58	mg/L	No	No
1 st Quarter Nitrite	Jan 11/10	< 0.1	mg/L	No	No
2 nd Quarter Nitrite	Apr 6/10	< 0.1	mg/L	No	No
3 rd Quarter Nitrite	Jul 8/10	< 0.1	mg/L	No	No
4 th Quarter Nitrite	Oct 5/10	< 0.1	mg/L	No	No
1 st Quarter Nitrate	Jan 11/10	0.18	mg/L	No	No
2 nd Quarter Nitrate	Apr 6/10	0.18	mg/L	No	No
3 rd Quarter Nitrate	Jul 8/10	< 0.1	mg/L	No	No
4 th Quarter Nitrate	Oct 5/10	0.16	mg/L	No	No

*Sodium is required to be tested every 60 months. The local Medical Officer of Health is notified when the sodium concentration exceeds 20 mg/L, so this information may be passed on to local physicians for their use with patients on sodium restricted diets. The aesthetic objective for sodium in drinking water is 200 mg/L at which it can be detected by a salty taste.

Summary of Lead Sampling:
 Round #3 – December 15/08 to April 15/09
 Residential Samples-

# of Samples	# Adverse (>0.01)	# Exceed 1/2 MAC (0.005)	Lead Sample #1		Lead Sample #2		pH	
			Max Result	Min Result	Max Result	Min Result	Max Result	Min Result
40	0	0	0.004	< 0.001	0.003	< 0.001	7.83	7.07

Non-Residential Samples-

# of Samples	# Adverse (>0.01)	# Exceed 1/2 MAC (0.005)	Lead Sample #1		Lead Sample #2		pH	
			Max Result	Min Result	Max Result	Min Result	Max Result	Min Result
4	0	0	0.002	< 0.001	0.002	< 0.001	7.51	7.12

Distribution Samples-

# of Samples	# Adverse (>0.01)	# Exceed 1/2 MAC (0.005)	Lead Sample #1		pH		Alkalinity	
			Max Result	Min Result	Max Result	Min Result	Max Result	Min Result
8	0	0	0.002	< 0.001	7.91	7.76	16	13

Summary of Lead Sampling:

Round #4 – June 15/09 to October 15/09-

Above sampling Not Necessary - Reduced Sampling- Next Sample Period will be in both periods of June 15, 2011 to October 15, 2011 and December 15, 2011 – April 15, 2012.

Summary of Organic Parameters Tested or Most Recent Result:

MAC = Maximum Allowable Concentration as per O. Reg. 169/03

Parameter	Sample Date	Result	Unit of measure	Exceedence of MAC	Exceedence of 1/2 MAC
Alachlor	Jan 11/10	< 0.5	ug/L	No	No
Aldicarb	Jan 11/10	< 5.0	ug/L	No	No
Aldrin + Dieldrin	Jan 11/10	< 0.01	ug/L	No	No
Atrazine + N-Dealkylated metabolites	Jan 11/10	< 0.2	ug/L	No	No
Azinphos-methyl	Jan 11/10	< 2.0	ug/L	No	No
Bendiocarb	Jan 11/10	< 2.0	ug/L	No	No
Benzene	Jan 11/10	< 0.5	ug/L	No	No
Benzo(a)pyrene	Jan 11/10	< 0.01	ug/L	No	No
Bromoxynil	Jan 11/10	< 0.5	ug/L	No	No
Carbaryl	Jan 11/10	< 5.0	ug/L	No	No
Carbofuran	Jan 11/10	< 5.0	ug/L	No	No
Carbon Tetrachloride	Jan 11/10	< 0.5	ug/L	No	No
Chlordane (Total)	Jan 11/10	< 0.02	ug/L	No	No
Chlorpyrifos	Jan 11/10	< 1.0	ug/L	No	No
Cyanazine	Jan 11/10	< 1.0	ug/L	No	No
Diazinon	Jan 11/10	< 1.0	ug/L	No	No
Dicamba	Jan 11/10	< 1.0	ug/L	No	No
1,2-Dichlorobenzene	Jan 11/10	< 0.4	ug/L	No	No
1,4-Dichlorobenzene	Jan 11/10	< 0.4	ug/L	No	No
Dichlorodiphenyltrichloroethane (DDT) + metabolites	Jan 11/10	< 0.02	ug/L	No	No
1,2-Dichloroethane	Jan 11/10	< 0.5	ug/L	No	No
1,1-Dichloroethylene (vinylidene chloride)	Jan 11/10	< 0.5	ug/L	No	No
Dichloromethane	Jan 11/10	< 4.0	ug/L	No	No
2,4-Dichlorophenol	Jan 11/10	< 0.5	ug/L	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	Jan 11/10	< 1.0	ug/L	No	No
Diclofop-methyl	Jan 11/10	< 0.9	ug/L	No	No
Dimethoate	Jan 11/10	< 2.5	ug/L	No	No
Dinoseb	Jan 11/10	< 1.0	ug/L	No	No
Diquat	Jan 11/10	< 7.0	ug/L	No	No
Diuron	Jan 11/10	< 10.0	ug/L	No	No

Glyphosate	Jan 11/10	< 10.0	ug/L	No	No
Heptachlor + Heptachlor Epoxide	Jan 11/10	< 0.01	ug/L	No	No
Lindane (Total)	Jan 11/10	< 0.01	ug/L	No	No
Malathion	Jan 11/10	< 5.0	ug/L	No	No
Methoxychlor	Jan 11/10	< 0.02	ug/L	No	No
Metolachlor	Jan 11/10	< 0.5	ug/L	No	No
Metribuzin	Jan 11/10	< 5.0	ug/L	No	No
Monochlorobenzene	Jan 11/10	< 0.2	ug/L	No	No
Paraquat	Jan 11/10	< 1.0	ug/L	No	No
Parathion	Jan 11/10	< 1.0	ug/L	No	No
Pentachlorophenol	Jan 11/10	< 0.5	ug/L	No	No
Phorate	Jan 11/10	< 0.5	ug/L	No	No
Picloram	Jan 11/10	< 5.0	ug/L	No	No
Polychlorinated Biphenyls (PCB)	Jan 11/10	< 0.1	ug/L	No	No
Prometryne	Jan 11/10	< 0.25	ug/L	No	No
Simazine	Jan 11/10	< 1.0	ug/L	No	No
THM (Treated) (NOTE: show latest annual average)	2010	50.4	ug/L	No	Yes
THM (Distribution) (NOTE: show latest annual average)	2010	80.66	ug/L	No	Yes
Temephos	Jan 11/10	< 10.0	ug/L	No	No
Terbufos	Jan 11/10	< 0.4	ug/L	No	No
Tetrachloroethylene	Jan 11/10	< 0.3	ug/L	No	No
2,3,4,6-Tetrachlorophenol	Jan 11/10	< 0.5	ug/L	No	No
Triallate	Jan 11/10	< 1.0	ug/L	No	No
Trichloroethylene	Jan 11/10	< 0.3	ug/L	No	No
2,4,6-Trichlorophenol	Jan 11/10	< 0.5	ug/L	No	No
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)	Jan 11/10	< 1.0	ug/L	No	No
Trifluralin	Jan 11/10	< 0.4	ug/L	No	No
Vinyl Chloride	Jan 11/10	< 0.2	ug/L	No	No

Maintenance Summary:

Summary of Expenses Incurred for Installations, Repairs or Replacements-

Brief Description
CALIBRATION AND REPLACEMENT OF TURBIDITY BENCH TOP ANALYZER AT THE DEEP RIVER WATER TREATMENT FACILITY.
REPAIR OF CHEMICAL FEED LINE AT DEEP RIVER WATER TREATMENT FACILITY.
INSTALLATION OF PLUMBING TO PROVIDE COMPOSITE SAMPLING OF EFFLUENT WASTE WATER AT THE DEEP RIVER WATER TREATMENT FACILITY.
PURCHASE OF LABORATORY SUPPLIES FOR THE WATER TREATMENT FACILITY IN DEEP RIVER.
ANNUAL FIRE ALARM SYSTEM TESTING AT THE DEEP RIVER WATER TREATMENT FACILITY. WORK PERFORMED BY VALLEY FIRE ALARM SERVICES.
METER CALIBRATIONS PERFORMED FOR THE TOWN OF DEEP RIVER.

**ANNUAL WATER TAKING AND TRANSFER
REPORT - SUBMITTED DATA TO MOE,
FOR THE YEAR OF 2010**

Annual Water Taking Report
For the Year 2010

Raw Flow: Sum (m3/d)

Municipality:	Town of Deep River	Year:	2010
Facility Name:	[6097] - Deep River Water Treatment Plant	Water Source:	Ottawa River
Works:	[220000923] - Deep River Water Treatment Plant	Total Design Capacity (m3/day):	13,638.00
Classification:	Class 3 Water Treatment	Population Served:	4,000

January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water	3,413.400	3,545.300	3,054.500	3,716.600	3,254.800	3,496.900	3,298.600	3,378.200	3,777.400	3,147.000	3,631.900	3,497.500	3,405.200	3,533.500	3,018.500	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water	3,658.500	3,231.000	3,257.500	3,664.200	2,849.200	3,043.400	3,334.100	2,901.000	3,591.600	3,093.400	2,561.700	2,794.800	2,375.700	2,898.400	2,653.100	2,519.200
February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water	2,818.080	2,611.900	2,325.300	2,303.600	2,072.200	2,251.590	2,270.600	2,252.400	2,262.400	2,518.100	1,859.400	2,959.900	2,203.000	2,382.300	2,258.300	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water	1,742.500	2,345.400	2,773.700	2,178.200	1,883.600	2,948.500	2,111.000	2,434.300	2,246.400	2,153.200	2,855.800	6,154.400	1,708.000			

Annual Water Taking Report For the Year 2010

March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water																
	2,839.400	2,385.300	2,005.400	2,866.200	2,034.200	2,393.300	2,246.900	2,026.500	2,391.200	2,043.000	2,656.500	2,039.100	2,126.300	1,819.900	2,291.700	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water																
	2,454.280	2,385.360	1,538.600	2,706.350	1,879.970	2,408.230	2,271.000	2,064.700	1,962.400	1,811.000	2,486.700	2,621.200	2,089.000	2,552.900	2,149.400	2,303.600
April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water																
	1,827.300	2,717.000	2,783.900	2,416.900	2,524.500	2,301.500	1,569.600	2,948.800	2,449.400	2,739.800	2,091.600	2,607.200	1,565.000	3,171.800	2,159.100	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water																
	3,089.400	2,171.400	2,502.300	2,561.300	2,899.200	2,463.700	2,554.900	2,612.700	3,014.600	3,130.900	2,773.600	2,517.800	2,887.000	3,147.400	2,899.000	
May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water																
	2,658.600	2,783.500	3,143.900	3,084.600	2,910.200	3,487.500	2,257.500	2,982.500	2,308.700	2,835.400	2,710.800	3,004.700	3,547.800	3,225.200	2,803.500	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water																
	3,096.700	4,006.500	4,361.700	4,480.900	4,412.700	4,205.300	4,081.000	4,370.200	5,151.700	5,679.500	4,622.300	4,515.100	3,571.500	4,815.000	4,283.100	4,255.700
June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water																
	4,090.800	4,121.800	3,939.600	4,499.900	3,393.400	3,718.100	4,008.500	4,332.900	3,779.600	2,569.900	3,441.900	3,034.400	3,583.400	3,444.200	4,189.100	

Annual Water Taking Report
For the Year 2010

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water	3,784.300	3,580.200	4,176.400	3,810.000	3,610.500	4,407.400	3,742.600	3,042.500	3,414.900	3,224.900	3,846.200	4,055.300	3,085.100	3,218.900	3,629.400	

July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RW - Raw Water	3,825.600	4,180.900	4,354.700	4,920.900	4,662.500	5,523.800	5,416.200	6,332.900	3,648.200	4,235.400	4,830.300	4,261.700	4,032.000	5,267.800	5,185.800

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water	5,150.300	4,232.700	3,904.100	4,271.400	4,841.300	3,379.400	3,367.900	3,128.500	2,864.000	3,243.400	3,850.300	4,150.500	3,387.600	4,009.800	4,857.600	4,028.500

August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RW - Raw Water	4,706.400	3,391.800	3,646.500	3,070.800	4,861.500	3,379.300	3,455.500	3,628.800	4,136.300	5,089.000	4,637.700	4,244.000	4,399.800	3,455.000	3,559.700

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water	3,494.500	3,165.800	3,170.100	3,336.300	3,875.500	2,257.600	3,202.000	3,237.300	4,192.300	3,480.000	3,977.700	3,318.700	3,262.900	3,918.200	4,536.600	4,358.200

September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RW - Raw Water	4,259.500	3,315.800	3,647.800	3,375.900	3,833.800	3,092.600	4,000.400	3,529.600	3,602.200	3,710.300	3,084.800	3,533.100	3,513.300	3,482.400	3,861.400

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water	3,465.500	2,888.500	3,842.700	3,314.100	4,259.900	4,854.100	4,147.400	4,277.800	4,145.700	3,879.600	2,972.900	3,565.200	3,359.500	2,714.000	3,385.900	

Annual Water Taking Report For the Year 2010

October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water																
	3,661.900	2,988.000	2,667.400	5,121.000	3,205.400	2,933.000	2,876.200	2,805.900	2,892.100	2,712.800	3,452.000	2,779.600	1,315.200	3,837.700	3,642.200	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water																
	3,475.500	2,131.000	3,072.600	2,574.200	2,491.300	2,241.000	2,636.100	3,121.800	2,529.100	2,311.400	2,385.000	2,517.000	3,047.000	2,341.400	1,933.000	2,448.100
November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water																
	2,707.100	2,294.100	2,544.900	2,314.900	2,638.900	1,612.600	2,722.500	2,939.500	2,170.000	2,066.000	2,644.000	2,471.100	1,352.700	3,070.800	2,442.200	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water																
	2,576.800	2,716.200	3,330.700	2,648.300	2,048.400	2,890.400	2,464.700	2,473.300	2,240.400	2,522.300	3,202.100	2,031.400	2,212.000	2,299.900	3,221.500	
December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
RW - Raw Water																
	3,102.200	2,549.400	2,159.400	2,577.200	4,465.300	2,344.900	2,629.700	3,173.400	2,296.800	2,188.800	2,787.900	2,463.600	2,982.000	3,428.800	3,025.700	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
RW - Raw Water																
	2,018.800	2,702.800	3,025.900	2,880.300	2,753.400	2,517.500	3,042.700	3,117.700	3,263.800	3,201.800	4,221.600	4,122.500	4,416.400	3,141.800	2,705.700	2,584.800



THE CORPORATION OF THE TOWN OF DEEP RIVER

ISSUE REPORT

SUBJECT: Ridge Road Reconstruction – Financing of Unfinanced Capital		REPORT NUMBER 2011BMQ003ISS
File Storage:		PAGE 1 of 2
PREPARED BY: Brian Quibell	REVISION DATE:	
MANAGER SIGNATURE:	FOR CONSIDERATION OPEN SESSION <input type="checkbox"/> CLOSED SESSION <input type="checkbox"/>	
REFERRED TO:		
ATTACHMENTS: 1. Copy of Resolution 2010-213 2. Copy of ISF Statement of Account dated May 6, 2010 3. Copy of Clouthier Construction Final Report 4. Copy of Eastway Contracting Final Report		

BACKGROUND:

The work has been completed on the reconstruction of a portion of Ridge Road under the Infrastructure Stimulus Fund.

The total approved project cost was \$3,930,000 which was shared equally between the Town, Federal Government and Provincial Government, each being responsible for a maximum of \$1,310,000.

Under Resolution 2010-213 passed November 3, 2010, Council agreed to finance the Town's share of \$1,310,000 from the Gas Tax Reserve (\$170,302), Sewer Reserve (\$245,840), and Water Reserve (\$189,858) with the balance of \$704,000 being placed on a debenture with Infrastructure Ontario over a fifteen year term.

ISSUES AND OPTIONS:

An audit of the project has now been completed by our auditor and it is noted that there remains a balance unfinanced of \$50,059.81. This balance is made up of items not included in the awarded contracts such as preparation of the contract documents (\$18,540.70 set up as payable in 2009), short term interest costs (\$5,223.83), miscellaneous costs ie: surveys, legal and advertising (\$1,944.06), and project change orders over and above approved contract price (\$24,351.22).

Financial Implications:

The Town has the option of carrying the balance of \$50,059.81 on the books as unfinanced capital and reducing the balance over a period of time through taxation levy or we can transfer sufficient funds from the Gas Tax Reserve (current balance \$172,341.08) to cover this debt.

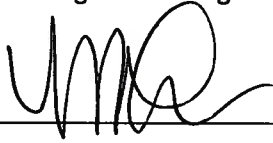
ACCESSIBILITY IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the sum of \$50,059.81 be transferred from the Gas Tax Reserve to cover the unfinanced balance owing on the Ridge Road reconstruction project.

REVIEWED BY:



DATE:

March 11 / 11

CAO/Clerk

COMMENTS: -

Discussions took place with our Municipal Auditor, Fred Sinclair and it was suggested that the Town use Gas Tax Funds to take care of the unfinanced portion of the project in the amount of \$50,059.81.

REGULAR COUNCIL

DATE: November 3, 2010

RESOLUTION NO.: 2010- 213

AGENDA ITEM NO.: 9.3

MOVED BY: [Signature]

SECONDED BY: [Signature]

WHEREAS, the Town of Deep River has applied and been approved for funding under the Infrastructure Stimulus Fund to reconstruct Ridge Road;

AND WHEREAS, the total approved project cost is \$3,930,000 which is to be shared equally among the Federal Government, Provincial Government and the Town of Deep River ~~Town~~, each being responsible for a maximum of \$1,310,000;

AND WHEREAS the project has been completed and the Town must now finance it's share of the construction cost on a long term loan;

NOW THEREFORE, Council of the Town of Deep River hereby authorizes the transfer of one half of the funds held in the Gas Tax Reserve (\$170,302), Sewer Reserve (245,840), and Water Reserve (\$189,858) to be applied towards the debt outstanding leaving an approximate balance of \$704,000 which will be financed with Infrastructure Ontario over a fifteen year term .

DECLARED THE MOTION

- CARRIED
- DEFEATED
- TABLED

7 - For
0 - Against

[Signature: Ann Aikens]
MAYOR

	FOR	AGAINST
Ann Aikens	✓	
Christopher Carroll	✓	
Ed Cochrane	✓	
Glenn Doncaster	✓	
Mary MacCafferty	✓	
John Murphy	✓	
Hank van der Horn	✓	

DECLARATION OF CONFLICT OF INTEREST

DISCLOSED HIS/HER INTEREST(S)

VACATED HIS/HER SEAT

ABSTAINED FROM DISCUSSION AND DID NOT VOTE ON THIS QUESTION



Statement of Account

Infrastructure Stimulus Fund (ISF)

Date: **May 5, 2010**

File Number: **2450**
 Municipality: **Town of Deep River**
 Project Description: **Ridge Road Reconstruction**
 Fax: **613-684-3237**

Please Note:

This payment is currently in process. You should receive the indicated amount within 2 weeks of the date you receive this statement of account via cheque or EFT.

Funding Breakdown:	
Total Eligible Costs:	\$3,930,000.00
Total Provincial Funding:	\$1,310,000.00
Total Federal Funding:	\$1,310,000.00
Total Funding:	\$2,620,000.00

Current Claim:

Claim#	Amount Payable
22-036-58	\$44,073.16

Prov. Sh.

Prov. Pd. Fed. Sh.

Fed. Pd.

Interim Pymt	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$	\$	
1	\$65,622.09	\$55,622.09	\$ 18,540.70			\$ 18,540.70	\$18,540.70				\$ 18,540.70	\$ 37,081.40	22-Mar-10
2	\$66,109.74	\$66,109.74	\$22,036.58			\$22,036.58	\$22,036.58				\$22,036.58	\$ 44,073.16	6-May-10
3													
4													
5													
6													
7													
8													
9													
10													
Total:	\$121,731.83	\$121,731.83	\$40,577.28	\$0.00	\$0.00	\$40,577.28	\$40,577.28	\$0.00	\$0.00	\$40,577.28	\$81,154.56		

Balance On Contract:	\$3,808,268.17	\$1,269,422.72		\$1,269,422.72	\$1,269,422.72		\$1,269,422.72	\$2,538,845.44
-----------------------------	-----------------------	-----------------------	--	-----------------------	-----------------------	--	-----------------------	-----------------------

PREPARED BY: Dan Sullivan, Financial Coordinator
 Project Analyst: Joe Cillis (519) 826-4079
 NOTE:

*called Andrea maniglo - funds for Claim # 2 should be in Account today or tomorrow,
 June 1, 2010 - Cheque Recd. for \$44,073.16*

7

MONTHLY PROGRESS QUANTITY REPORT & PAYMENT CERTIFICATE

CONTRACT NO: 2095289B

JOB DESCRIPTION: RIDGE ROAD RECONSTRUCTION - BEACH AVENUE TENDER

CLIENT: TOWN OF DEEP RIVER

REPORT NO: 5
FINAL

CONTRACTOR: R.G.T. CLOUTHIER CONSTRUCTION

SHEET NO: 7 OF 7

MONTH OF: NOVEMBER 2010

Item	Description	QUANTITY				% Completed To Date	Unit	Unit Price	Previous Payments	Payment This Month	Total Payment To Date	Approved Expenditure	Variance to Date
		Tender	Previous	This Month	To Date								
CHANGE ORDERS													
CO 1	Soccer Field Adjustments		100%	0%	100%	100%		\$84,173.77	\$84,173.77	\$0.00	\$84,173.77	\$0.00	\$84,173.77
CO 2	Parking Lot Reconstruction		100%	0%	100%	100%		\$36,792.70	\$36,792.70	\$0.00	\$36,792.70	\$0.00	\$36,792.70
CO 3	Long Term Care Watermain Loop		100%	0%	100%	100%		\$49,720.00	\$49,720.00	\$0.00	\$49,720.00	\$0.00	\$49,720.00
CO 4	Credit for use of HDPE pipe rather than CSP for 300 mm Cuiverts (53m at \$10/m)		0%	100%	100%	100%		-\$530.00	-\$530.00	\$0.00	-\$530.00	\$0.00	(\$530.00)
CO 5	Curb Work		100%	0%	100%	100%		\$1,800.00	\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00
	Liquid Asphalt Cement Price Adjustment (see attached breakdown)		0%	100%	100%	100%		\$6,811.58	\$0.00	\$6,811.58	\$6,811.58	\$0.00	\$6,811.58
CHANGE ORDER ITEMS SUB-TOTAL									\$171,956.47	\$6,611.58	\$178,568.05	\$0.00	\$178,568.05

PREPARED BY: Shawn Davidson
CHECKED BY: Bryon Wiebe

Recommend for Payment by:

Accepted by:

Per: Jp2g Consultants Inc.

Per: RGT Clouthier Construction

SUB-TOTAL	\$2,026,811.80	\$18,992.73	\$2,045,804.33	\$1,871,156.68	\$213,040.17
LESS PST ADJUSTMENT	(\$2,069.14)	\$0.00	(\$2,069.14)		
SUB-TOTAL	\$2,024,542.46	\$18,992.73	\$2,043,535.19		
LESS HOLDBACK	(\$202,661.18)	(\$1,899.27)	(\$204,560.43)		
HOLDBACK RELEASED	\$0.00	\$204,560.43	\$204,560.43		
SUB-TOTAL	\$1,821,881.30	\$221,653.89	\$2,043,535.19		
LESS PREVIOUS PAYMENT			\$1,821,881.30		
SUB-TOTAL		\$221,653.89	\$221,653.89		
HST on work completed this period (\$17,093.46 @ 13%		\$2,222.15	\$2,222.15		
HST on holdback released on work completed after July 1st (\$88,983.40 @ 13%)		\$11,567.84	\$11,567.84		
GST on holdback released on work completed before July 1st (\$115,577.03 @ 5%)		\$5,778.85	\$5,778.85		
TOTAL THIS CERTIFICATE		\$241,222.73	\$241,222.73		

MONTHLY PROGRESS QUANTITY REPORT & PAYMENT CERTIFICATE

CONTRACT NO: 2095289B

JOB DESCRIPTION: RIDGE ROAD RECONSTRUCTION - RIDGE ROAD TENDER

CLIENT: TOWN OF DEEP RIVER

REPORT NO: 5
FINAL

CONTRACTOR: EASTWAY CONTRACTING INC.

SHEET NO: 7 OF 7

MONTH OF: NOVEMBER 2010

Item	Description	QUANTITY				% Completed To Date	Unit	Unit Price	Previous Payments	Payment This Month	Total Payment To Date	Approved Expenditure	Variance to Date
		Tender	Previous	This Month	To Date								
CHANGE ORDERS													
1	Miscellaneous changes and reuse existing manhole at start of project		50%	50%	100%	100%	I.s.	\$1,079.98	\$539.99	\$539.99	\$1,079.98	\$0.00	\$1,079.98
2	Replace existing CSP Catchbasin including connections		100%	0%	100%	100%	I.s.	\$4,890.00	\$4,890.00	\$0.00	\$4,890.00	\$0.00	\$4,890.00
3	Watermain loop at Spruce Street		100%	0%	100%	100%	I.s.	\$54,118.74	\$54,118.74	\$0.00	\$54,118.74	\$0.00	\$54,118.74
4	Reuse Manhole 307 at new Manhole 300 location		50%	50%	100%	100%	I.s.	\$1,761.80	\$880.90	\$880.90	\$1,761.80	\$0.00	\$1,761.80
5	Price reduction for night time tie-in new 200 mm watermain (see Item 4.09)		0%	100%	100%	100%	I.s.	(\$8,240.00)	\$0.00	(\$8,240.00)	(\$8,240.00)	\$0.00	-\$8,240.00
6	Repave parking area across from Long Term Care facility Inc. sidewalk		0%	100%	100%	100%	I.s.	\$9,890.00	\$0.00	\$9,890.00	\$9,890.00	\$0.00	\$9,890.00
7	Miscellaneous repairs to storm line and structures on Ridge Road		0%	100%	100%	100%	I.s.	\$11,888.00	\$0.00	\$11,888.00	\$11,888.00	\$0.00	\$11,888.00
8	Additional Improvements/repaving of sidewalks		0%	100%	100%	100%	I.s.	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
9	Asphalt Cement Adjustment		0%	100%	100%	100%	I.s.	\$4,935.45	\$0.00	\$4,935.45	\$4,935.45	\$0.00	\$4,935.45
CHANGE ORDER ITEMS SUB-TOTAL									\$60,429.83	\$41,892.34	\$102,121.97	\$0.00	\$102,121.97

PREPARED BY: Mike Trebelskie
CHECKED BY: Bryon Wisse

Recommend for Payment by:

Per: Jp2g Consultants Inc.

Accepted by:

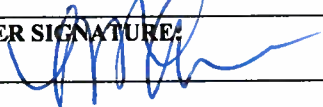
Per: Eastway Contracting Inc

Agreed to final quantities and payment

SUB-TOTAL	\$1,288,150.54	\$85,988.54	\$1,374,139.08	\$1,287,825.60	\$88,313.68
LESS PST ADJUSTMENT	(\$8,795.71)	\$0.00	(\$8,795.71)		
SUB-TOTAL	\$1,279,354.83	\$85,988.54	\$1,365,343.37		
LESS HOLDBACK	(\$128,815.05)	(\$8,598.88)	(\$137,413.91)		
HOLDBACK RELEASED	\$0.00	\$137,413.91	\$137,413.91		
SUB-TOTAL	\$1,150,539.78	\$214,803.59	\$1,365,343.37		
LESS PREVIOUS PAYMENT			\$1,150,539.78		
SUB-TOTAL		\$214,803.59	\$214,803.59		
HST on work completed this period (\$77,389.89 @ 13%)		\$10,060.66	\$10,060.66		
HST on holdback released on work completed after July 1st (\$116,836.24 @ 13%)		\$15,188.71	\$15,188.71		
GST on holdback released on work completed before July 1st (\$20,677.87 @ 5%)		\$1,028.88	\$1,028.88		
TOTAL THIS CERTIFICATE		\$241,081.84	\$241,081.84		



THE CORPORATION OF THE TOWN OF DEEP RIVER
INFORMATION REPORT

SUBJECT: Review of Draft Procedural By-Law – Committee of the Whole Meetings		REPORT NUMBER 2011ML004INF
File Storage:		PAGE 1 of 3
PREPARED BY: Michelle Larose, CAO/Clerk	REVISION DATE: March 11, 2011	
MANAGER SIGNATURE: 	FOR CONSIDERATION OPEN SESSION X CLOSED SESSION <input type="checkbox"/>	
REFERRED TO: Council – March 16, 2011		
ATTACHMENTS:		

BACKGROUND:

At the March 9, 2011 Council meeting, direction was given to bring back the clause pertaining to Committee of the Whole meetings for discussion at the March 16, 2011 meeting. There were comments provided in the draft procedural by-law that pertained to eliminating the Committee of the Whole structure and/or the possibility of only having two council meetings a month or replacing the Committee of the Whole meeting with another Council Meeting.

ISSUES AND OPTIONS:

The following amendments to the draft document would result if Committee of the Whole meetings were eliminated:

1.0 Definitions

- the definition of “Committee” would need to be amended;
- the definition of “Committee of the Whole” would need to be removed;
- the definition of “Meeting Schedule” would need to be amended;
- the definition of “Special Meeting” would need to be amended;
- the definition of “Standing Committee” would need to be amended;
- the definition of “Summer Schedule” would need to be amended;

5.3 Committee of the Whole Meetings

- this section as well as 5.3.1 and 5.3.2 would need to be deleted;

SUBJECT: Review of Draft Procedural By-Law – Committee of the Whole Meetings	REPORT NUMBER 2011ML004INF
File Storage:	PAGE 2 of 3

- 5.4.1 Committee of the Whole
 - this section would need to be deleted;

- 5.5 Special Meetings
 - section 5.5.2 would need to be deleted;
 - section 5.5.3 would need to be amended;

- 5.7 Steering, Ad Hoc and Sub-Committees
 - section 5.7.5 would need to be amended;

- 5.9 Boards, Commissions & Other Special Purpose Bodies
 - section 5.9.3 would need to be amended;

- 5.13 Notice of Meetings
 - section 5.13.4 (b) would need to be amended;
 - section 5.13.5 would need to be deleted;
 - section 5.13.6 would need to be amended;

- 5.14 Meeting Schedule
 - section 5.14.1 would need to be amended;
 - section 5.14.3 would need to be deleted;
 - section 5.14.5 would need to be amended;
 - section 5.14.6 would need to be amended;

- 6.1.2 Committee of the Whole Agenda
 - section 6.1.2 along with section 6.1.2.1 would need to be deleted;

- 6.2 General
 - section 6.2.5 would need to be amended;
 - section 6.2.6 would need to be amended;

- 6.4 Delegations and Presentations
 - section 6.4.1.1 would need to be amended;
 - section 6.4.1.2 would need to be amended;

- 6.5 Correspondence
 - section 6.5.1 would need to be amended;

SUBJECT: Review of Draft Procedural By-Law – Committee of the Whole Meetings	REPORT NUMBER 2011ML004INF
File Storage:	PAGE 3 of 3

6.6 Reports

- section 6.6.1 would need to be amended;

8.0 Motions

- section 8.1.2 would need to be amended;
- section 8.1.4 would need to be amended;

9.0 By-laws

- section 9.1.5 would need to be amended;

Schedule “A”

- Committee of the Whole would need to be deleted from both forms;

Schedule “B”

- Committee of the Whole would need to be deleted from the form;

FINANCIAL IMPLICATIONS:

NIL

ACCESSIBILITY IMPLICATIONS:

NIL

March 1, 2011

Mayor David Thompson and
All Members of Council
Town of Deep River
100 Deep River Road, Box 400
Deep River, ON
K0J 1P0

Re: Release of Public Information

On February 21, 2011 I sent an email to Michele Larose, CAO/Clerk, to request a copy of the Fire Marshall's recent report on the Deep River Fire Department. On February 26, 2011 I followed up with Ms. Larose as I had not yet heard from her. The following day she responded and advised as follows;

Larry:

I did receive your first email. I apologize, I've been out of the office all week. The report is available for your perusal at the Town Hall in the Administration Department. We will not be scanning it or posting it just yet.

Regards,

Michelle

This response somewhat surprised me as I was under the distinct impression the document was in fact made public on February 2, 2011 when it was tabled at Council.

On February 28, 2011 I responded to Ms. Larose as follows;

Hi Michelle;

I just called you and had to leave a message. I am a bit confused, is this a public document or not? It appears to have been tabled at Council on February 2nd which puts it into the public domain. The fact that it can be perused at the Town Hall further suggests that it is a public document, so why is it that a copy is not available to any member of the public on request?

I have to tell you Michelle this does not speak very well to "open" local government. These are public documents and you have absolutely no legal foundation for refusing to provide copies to any member of the public upon request. Accordingly, I will renew my request once more for a copy of these reports, preferably in pdf format, but I will gladly come down to the Town Hall for a hard copy if necessary.

Larry

I also contacted the Ministry of Municipal Affairs to ask them to intercede on my behalf with what I thought was a rather simple request of obtaining a copy of a public document. The area advisor offered

to contact Ms. Larose to inquire on my behalf to see if he could ascertain the rationale behind her statement that "We will not be scanning it or posting it just yet." He returned my call today, in short explaining that Ms. Larose advised him that "she was too busy to fill my request at this time".

Let me say that I recognize that all municipal staff and council members are extremely busy at this time, given that this is a new mandate, and many people are just learning the ropes so to speak. I also realize that this new council has taken many steps to be more transparent and more open than the previous councils, and I for one applaud you all for these tremendous leaps forward.

I realize that Council is working on the pro-active release of more documentation to the public, and this process will take time. Notwithstanding these efforts, I fear the element of "release on request" has been overlooked. Without trying to minimize the considerations with respect to the release of municipal information, I would draw your attention to The Municipal Act, section 253, which reads as follows;

Records

Inspection of records

253. (1) Subject to the Municipal Freedom of Information and Protection of Privacy Act, any person may, at all reasonable times, inspect any of the records under the control of the clerk, including,

(a) by-laws and resolutions of the municipality and of its local boards;

(b) minutes and proceedings of regular, special or committee meetings of the council or local board, whether the minutes and proceedings have been adopted or not;

(c) records considered at a meeting, except those records considered during that part of a meeting that was closed to the public;

(d) the records of the council;

(e) statements of remuneration and expenses prepared under section 284. 2001, c. 25, s. 253 (1).

Certified copies

(2) Upon request, the clerk shall, within a reasonable time, provide a certified copy under seal of the municipality of any record referred to in subsection (1) to any applicant who pays the fee established by council. 2001, c. 25, s. 253 (2).

Sub section 2 is very explicit, and requires the release of documents, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), "within a reasonable period of time". Reasonable period of time is of course not defined, nor is there a simple mechanism for dealing with unfulfilled requests that a member of the public feels is not within a reasonable of time. In short, the local council is the first line of recourse, which brings me to this letter.

Despite claims to the contrary, it is evident there is a lack of desire to provide the requested document to the public, at least from your senior staff person's point of view. The statement that "We will not be scanning or posting it just yet" clearly indicates a desire to "time" the scanning or posting of the OFM report at some future and more appropriate time as determined by I really don't know who?

I would submit that the Municipal Act simply does not give council, or staff this luxury. There is a statutory duty to release information on request unless it is clearly protected by the MFIPPA.

It should be noted that not all release of documents is subject to MFIPPA, in particular records that are considered generally within the public domain, such as all items on a public council agenda, whether they are actually "considered" at the meeting to which they were presented or not. When the MFIPPA was drafted some years ago, it was meant to apply to a broader range of documents than were previously available to the public.

It was not intended to be applied to the release of documents which were already made available to the public by virtue of the fact that they were considered at public council meetings. Generally speaking ANY document brought forward on a public Council agenda is deemed to be within the public domain.

I would ask Council first to direct the immediate release of a copy of the OFM report pursuant to my initial request. Secondly, I would ask that Council make a priority of defining "reasonable period of time" to fulfill its responsibilities under the Municipal Act with respect to "requested" document releases, as distinct from your efforts to proactively release documents. If it is appropriate Council should also consider levying a reasonable charge for such release of documents as permitted with the Act.

I realize that this letter and this request coming to directly to Council may seem a little extreme. I would only ask that you consider the events which lead to this letter, and perhaps instruct staff to be more forthright in their responses to the public rather than dancing around what is a reasonable information request.

Given the significance to each and every citizen in our community, the OFM report in particular is a document which should be released to ANY person requesting a copy. Given that there are already PDF versions of this document available, it is not at all onerous or costly to simply email a copy to anyone on request. I am deeply concerned when any document of such significance is not immediately released on request and when efforts to obtain a copy are thwarted by senior staff members.

I appreciate staff are extremely busy, but I have to say the evasiveness in this case is quite unbecoming of a senior bureaucrat and should be seen for the distraction that it is, not to mention the time waster to all concerned, especially your time to read and consider this letter.

Sincerely,



Larry Dumoulin

FEB 23 2011

69 Algonquin Street
P.O.Box 2149
Deep River, ON
K0J 1P0

Dave Thompson
Mayor, Town of Deep River
P.O.Box 400
Deep River, ON
K0J 1P0

Dear Mayor Thompson:

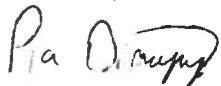
My name is Pia Dimayuga and I am a Grade 11 student at Mackenzie High School. I would like to introduce to you a prestigious Canadian summer program designed to nurture and inspire tomorrow's leaders in science, engineering and entrepreneurship while they're still in high school: the **Shad Valley program**. After careful selection by faculty at universities across Canada from more than a thousand applicants, I've been selected to attend this summer's program. Shad Valley focuses on the importance of leadership and entrepreneurship, equipping Canadian youth with the knowledge and skills to make a difference in the future. Their website www.shad.ca features program highlights and alumni testimonies.

Companies and government agencies enthusiastically support more than half of the total operating costs of the program, and each participant is asked to contribute \$3500 as a personal investment in their future. The program fee of \$6000 represents only a fraction of the cost of running the program.

I would like to request your assistance in providing me the opportunity to take part in this program. Your sponsorship towards my fee would be greatly appreciated. A charity receipt will be issued for donations made payable to Shad Valley International. In addition to financial support towards my fee, it would be wonderful if you could assist me in securing an internship in August, once the Shad Valley program, which runs in July, is over. The experience and knowledge that I would gain would make me a more well-rounded and confident individual; in return, I would contribute the best of my intellect, creativity, drive, interpersonal skills and entrepreneurial flair to be of service to our community.

I have included a copy of my application for Shad Valley, to show you the type of student that gets accepted to this wonderful program. I will follow up in the near future to answer any questions you may have and I look forward to doing a presentation to Council on my Shad Valley experience in the Fall.

Sincerely,



Pia Dimayuga

I have been fortunate to have had many amazing experiences working as a leader, as well as in collaboration with a group of people, that have allowed me to grow in so many aspects of my life. These experiences have also taught me about the role a leader plays in any project. It is not to dictate but rather to look at the individual talents that each person brings to the table and immersing them in an environment where those talents can work in synergy towards a shared vision. Many of these eye-opening experiences take place beyond the classroom: in my extra-curricular activities and my volunteer work.

I am an active member of my school community, participating in as many clubs and committees as I can. I am the Vice President of our Concert Band, where I play the tuba, and am working with the executive team to fundraise for cultural trips and create interest about our club through concerts and Happy Birthday Telegrams. The Concert Band also puts on annual talent shows, which I had the privilege to emcee this year. I am also an executive member of Mackenzie High School's TACo (Theatre Arts Company), where I am given ample opportunities to express my creativity through performing on stage as well as working behind the scenes of productions. Perhaps the greatest experiences I have had are linked closely to Mackenzie's Interact Club (a junior affiliate of Rotary International, a humanitarian club) where I am currently the treasurer. Through different types of fundraising, we have been supporting many causes throughout the years, including the Water Well-ness Project (digging wells and building sanitation facilities in third-world countries), The Canadian Heart & Stroke Foundation, North Renfrew Family Services, mission trips to El Salvador, and many more.

In addition to my extra-curricular activities, I am involved in other volunteer work, most notably, the Edge Catholic Youth Ministry program. Having been attending the program since I was young, I fully understand and appreciate what this program offers to not only the young "Edgers" but to the leaders as well. The Edge experience focuses on the character formation of each member as a whole person, even for those students age 10-13 who are not religiously inclined. The Edge is also an opportunity to break out from the cliques of regular school days and get to know people from all walks of life. As a leader, I often participate in talks, testimonies, skits, and dramas, the intentions of which are to both entertain the kids and give them morals and values upon which they can build a better life. In return, these often insightful kids teach me to be more patient, attentive, and to lighten up and have a good sense of humour. Although a lot of the teachings are coming from a Catholic perspective, the applications of values and traits such as respect, empathy, and compassion are universal.

I have had so many wonderful experiences that allow me to become more creative, independent, collaborative, and patient. Through my extra-curricular activities I am able to develop a love and pride for my school which would not have happened easily if I had not immersed myself in the unique culture of high school life and taken the time to get to know and learn from the people I pass in the hallways everyday. This has taught me not to 'judge a book by its cover' and instead to get to know people and their unique talents and character traits. I have learned both tolerance and respect. Furthermore, through my volunteer work I have gotten to know, and perhaps influence, the generation that is to come after me, and I believe they have taught me as much, if not more than I have influenced and taught them. My life has been blessed; it is a spring of learning experiences, and I hope for the opportunity to grow even more in the future.

MAR 02 2011



Renfrew County 55+ Games

"DISTRICT 5"

2011 HOST TOWN – BARRY'S BAY

Box 46
Barry's Bay, ON. K0J 1B0

February 28, 2011

Mr. Dave Thompson
The Corporation of the Town of Deep River
100 Deep River Road, P.O. Box 400
Deep River, ON. K0J 1P0

Dear Mayor Thompson:

Thank you for your donation to the Renfrew County Senior Games being hosted by Barry's Bay on June 1st and 2nd, 2011. The generosity of the Town of Deep River is greatly appreciated and will certainly help towards the success of these games.

This letter is a formal invitation to attend our closing banquet on June 2nd at 5:00 pm. and we sincerely hope you will be able to attend and look forward to meeting you at that time.

We will be contacting your office in May to confirm your attendance.

Yours sincerely,

A handwritten signature in black ink that reads "Stephanie Atkinson".

Stephanie Atkinson
Chair
Renfrew County Senior Games

MAR 10 2011

received

Tel 613 584 4526

242 Thomas Street,
PO Box 1452,
Deep River,
Ontario
K0J 1P0

Mayor Thompson and Deep River Council,
PO Box 400,
Deep River,
Ontario

March 10, 2011

Dear Mayor Thompson and Deep River Council,

Snow Banks at the End of Residential Driveways

Thank you Mayor Thompson for your February 22, 2011 reply to my wife Janice.

I attach a March 10, 2011 letter I have submitted to the NRT Editor. I have no idea if it will be published. However, because it concerns the issue Mayor Thompson addressed in his February 22nd letter I thought you should be aware of its existence.

I note the Mayor points out that he now lives on upper Thomas. May I suggest the Mayor check out (a simple visual will do) the difference in street side snow bank height between upper and lower Thomas. Lower Thomas snow bank heights are significantly greater than those on upper Thomas; hence the snow banks at the end of residential driveways on lower Thomas are of greater concern. As for why this significant difference in snow bank height exists – perhaps you could ask your public works department since, ‘as blessed as we are’, I don’t think it snows more on lower Thomas than on upper Thomas.

Sincerely,



Alan J. Adams

cc: CAO
Div. of Public Works

LETTER TO THE NRT EDITOR via email: NRT@magma.ca

Submitted March 10, 2011 by Alan and Janice Adams

Snow banks at the end of driveways

Are the snow banks at the bottom of your driveway hindering your visibility as you exit your drive? Did you think you could count on the town to push back those snow banks when they get too high? If you do you will be mistaken.

“When weather/time/equipment allow, we do get involved with snow removal or pushing back snow banks; however, there is no specific policy regarding this service.” That’s the message given in a February 22nd letter my wife received from Mayor Thompson. Furthermore, the Mayor makes the point that he uses a private contractor to push his snow banks back to improve visibility as he exits his driveway.

Until recently, a simple phone call to the town pointing out the snow banks at the bottom of driveways on our street were very high would result in the town promptly coming and pushing them back. In general, the town does a great job at snow removal. However, pushing back the snow banks at the bottom of driveways is an area the town seems to have taken a step backwards on in recent times.

Perhaps the town should re-examine its policy priorities and give proper consideration to this potential safety hazard. After all, if truth be told, they played a major role in creating the hazard during the process of snow removal from the roads!

Alan and Janice Adams

Feb. 9, 2011

MAR 10 2011
Received

Deep River Mayor and Council..

Chip Truck:

Enough is enough! I voted in a new council, in hopes they would not have their noses so far in the air. You do not want the chip truck in town? What is the matter? Does it not go with your so called high ideas of what you think this town is? The chip truck is clean, no garbage around, it employes people, it gives the school kids a different menu. Every town and city in Ontario has a chip truck. But Deep River is too good for that.

Do you still call people from out of town "trash from the highway"? Shame on you Chris. No wonder Laurentian Hills will not enter into talks with Deep River. My own family in Laurentian Hills had asked me if I was still going to talk to them, now that I was living in Deep River. Leave the Chip Truck alone.

Marion Stewart