

AGENDA

REGULAR MEETING OF CITY COUNCIL

2008 06 23

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco

Resolved that the Minutes of the Regular Council Meeting of 2008 06 09 be approved.

2. QUESTIONS AND INFORMATION ARISING OUT OF MINUTES AND NOT OTHERWISE ON AGENDA

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland

Resolved that the Agenda for the 2008 06 23 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Mary Anderson, Community Centres Division employee will be in attendance to receive a 50-year service award.
- (b) The 2008/09 Chamber of Commerce Executive (Katherine MacRae, President; Cale Krezek, First Vice President; Randy Tallon, Second Vice President; Ron Spadoni, Treasurer; and Shelley Barich, General Manager) will be in attendance for the annual Swearing-In Ceremony by Mayor Rowswell.
- (c) Carolyn Hepburn, Director Native Education and Training, Sault College of Applied Arts and Technology will be in attendance concerning a multimedia presentation prepared in partnership with Algoma University College and the Algoma Workforce Investment Committee promoting the Algoma District for post-secondary education and employment opportunities including quality of life within the community.

4. (d) Ian McMillan, Executive Director and Rosalie Graham, Coordinator Meetings/Conventions/Travel Trade, Tourism Sault Ste. Marie will be in attendance concerning agenda item 5.(v).

PART ONE – CONSENT AGENDA

5. **COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**

Mover - Councillor O. Grandinetti

Seconder - Councillor J. Caicco

Resolved that all the items listed under date 2008 06 23 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council.
- (b) Correspondence from the City of Waterloo (concerning 2008 municipal road and bridge infrastructure investment); and County of Lambton (concerning an Ontario economic and environmental strategies summit) is attached for the information of Council.
- (c) Letters requesting permission for private property liquor license extensions are attached for the consideration of Council.

Mover - Councillor O. Grandinetti

Seconder - Councillor S. Butland

Resolved that City Council has no objection to the proposed extended licensed area as detailed in the written requests for liquor license extensions on private properties for outdoor events on the following stated dates and times:

- 1) Portuguese Club Picnic
5 Cornwall Street
June 28, 2008
- 2) Loplop Gallery Lounge
651 Queen Street East
July 18 and 19, 2008
(in conjunction with Downtown Lemonade Days and Rotaryfest).

- (d) A letter of request for a temporary street closing is attached for the consideration of Council.
 - 1) on Crawford Avenue from Cunningham to Smale in conjunction with Kids Being Kids Grand Opening (July 4th)The relevant By-law 2008-128 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (e) A letter from Parks Canada thanking Council and City staff for its support in assisting Parks Canada efforts to replace the computerized locking system at the Sault Ste. Marie Canal is attached for the information of Council.

(f) **Tender for One Hundred (100) Desktop Personal Computers**

A report of the Manager of Purchasing is attached for the consideration of Council.

Mover - Councillor O. Grandinetti

Seconder - Councillor J. Caicco

Resolved that the report of the Manager of Purchasing dated 2008 06 23 be endorsed and that the tender for the supply and delivery of One Hundred (100) Desktop Personal Computers, required by the Information Technology Division be awarded as recommended.

(g) **Financial Software and Hardware Upgrade**

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover - Councillor O. Grandinetti

Seconder - Councillor S. Butland

Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 06 23 concerning Financial Software and Hardware Upgrade be accepted and the recommendation that the financial software and hardware upgrade project be allocated up to an additional \$200,000.00 with funds to come from COMRIF 4 \$76,049.00; Electronic Reserve \$75,000.00; and Finance Department operating budget \$48,951.00 be approved.

(h) **Ratification - Memorandum of Settlement - City of Sault Ste. Marie (Fire Services Department) and Canadian Auto Workers Local 1120 (Paramedics) 2008 to 2011**

A report of the Commissioner of Human Resources is attached for the consideration of Council.

Mover - Councillor O. Grandinetti

Seconder - Councillor J. Caicco

Resolved that the report of the Commissioner of Human Resources dated 2008 06 23 concerning Ratification - Memorandum of Settlement be accepted and further that the Memorandum of Settlement between Canadian Auto Workers Local 1120 (Paramedics) and the City of Sault Ste. Marie (Fire Services Department) 2008 to 2011 be approved for ratification by City Council and that the appropriate by-law be presented at a future Council Meeting.

5. (i) **Leash-Free Park for Dogs**
A report of the Commissioner of Community Services is attached for the consideration of Council. This is in response to a Council resolution dated 2006 03 07. Note: Susan Milne, Chair, PRAC Leash-Free Dog Park Subcommittee and Jerry Bumbacco, Chair, PRAC will be in attendance for any questions from Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
- Resolved that the report of the Commissioner of Community Services dated 2008 06 23 concerning Leash-Free Park for Dogs be accepted and the recommendation of the Parks and Recreation Advisory Committee against establishing a leash-free dog park at Topsail Island now or in the future; and further that the site on the municipal property next to the Humane Society be considered for a leash-free dog park pending community interest and funding be approved.
- (j) **Skatepark Update**
A report of the Commissioner of Community Services is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
- Resolved that the report of the Commissioner of Community Services dated 2008 06 23 concerning Skatepark Update be accepted as information.
- (k) **Environmental Assessment - North/South Access Between Second and Third Line**
A report of the Director of Engineering Services is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
- Resolved that the report of the Director of Engineering Services dated 2008 06 23 concerning Environmental Assessment - North/South Access Between Second and Third Line be accepted and the recommendation that Kresin Engineering be retained to conduct a Municipal Class Environmental Assessment for North/South access between Second Line and Third Line west of Great Northern Road at an estimated cost of \$25,000.00 with funds to come from the 2008 Miscellaneous Construction Budget be approved.
- (l) **Biannual Bridge Inspections - Engineering Agreement**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2008-126 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (m) **2008 Bridge Rehabilitation - Engineering Agreement**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2008-127 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (n) **Contract 2008-7E - Great Northern Road Resurfacing (Fourth Line to Fifth Line) and Contract 2008-8E - Great Northern Road/Second Line Northeast Quadrant Right Turn Lane**
A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-laws 2008-123 and 2008-124 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (o) **Purchase of Computer Server - Building Division**
A report of the Commissioner of Engineering and Planning Department is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Commissioner of Engineering and Planning Department dated 2008 06 23 concerning Purchase of Computer Server - Building Division be accepted and the recommendation to purchase a computer server for the Building Division at an expenditure of up to \$3,000.00 with funds to come from the Building Permit Fees Reserve Fund be approved.
- (p) **New Building By-law and Revised Permit Fees**
A report of the Chief Building Official is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Chief Building Official dated 2008 06 23 concerning New Building By-law and Revised Permit Fees be accepted as information; and
Further resolved that the Public be invited to make representation/comment at the 2008 07 07 Council Meeting concerning the Building Permit Fee structure; and
Further resolved that at the 2008 07 07 Public Meeting, Council will be asked to approve the following:
1) amend the Building By-law to reflect the recent changes to the Building Code Act; and
2) amend the Permit Fee structure to be based on a service index calculation method; and
3) proceed to advertise a new position of By-law Enforcement Officer.

5. (q) **Revised Capital Works Program - 2008 Including Hub Trail**
A report of the Chief Administrative Officer is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
- Resolved that the report of the Chief Administrative Officer dated 2008 06 23 concerning Revised Capital Works Program - 2008 Including Hub Trail be accepted and the recommendation that the following AMENDMENT be made to the 2008 Capital Works Program that was approved at the 2008 06 09 Council Meeting:
- 2008 Capital Works Program:
include Shannon/Retta/Franklin shortfall - \$452,000.00
include Korah Road reconstruction - \$620,000.00
and further resolved that Council commits now for future spending out of the 2009/10 Capital Programs allocation, to ensure that all the Hub Trail financing requirements can be met prior to the end of 2010 and directs staff to proceed accordingly be approved.
- (r) **Air Quality Monitoring Station**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2008-122 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (s) **Proposed Sale of Land Abutting 606 Douglas Street to Susan and Michael Greeley**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2008-129 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (t) **Demolition of City Owned Building at 740 Allen's Side Road**
A report of the City Solicitor is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
- Resolved that the report of the City Solicitor dated 2008 06 23 concerning Demolition of City Owned Building at 740 Allen's Side Road be accepted and the recommendation that tenders be called and the building be demolished and that the funds for the demolition come from the Property Division maintenance account be approved.
- (u) **Trans-Cab Pilot Project**
A report of the Transit Manager is attached for the consideration of Council.

5. (u) Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Transit Manager dated 2008 06 23 concerning Trans-Cab Pilot Project be accepted and the recommendation that the Trans-Cab Program continue to operate on a year-to-year basis and be funded, subject to the availability of provincial gas tax revenue and annual City budget approval be approved.

(v) **Sault Ste. Marie Arts and Entertainment Economic Opportunities Committee**

A report of the Executive Director, Tourism Sault Ste. Marie is attached for the consideration of Council. This is in response to Council resolutions dated 2005 02 21 and 2005 06 13.

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland

Resolved that the report of the Executive Director, Tourism Sault Ste. Marie concerning Sault Ste. Marie Arts and Entertainment Economic Opportunities Committee Report in response to:

2005 02 21 Council resolution - Terms of Reference for new Arts and Entertainment Economic Opportunities Committee, and

2005 06 13 Council resolution - Report on recommendation of the Arts and Entertainment Economic Opportunities Working Committee regarding making films in Sault Ste. Marie be accepted as information.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**

6. (5) **LEGAL**

(a) **Request From Mar-Li Investments Inc. (Northside Toyota) to Close Champlain Street From Great Northern Road to Blake Avenue**

A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco

Resolved that the report of the City Solicitor dated 2008 06 23 concerning Request From Mar-Li Investments Inc. (Northside Toyota) to close Champlain Street from Great Northern Road to Blake Avenue be accepted as information and further that Council is requested to provide DIRECTION to staff on how it wishes to proceed with this request.

6. (6) **PLANNING**

- (a) **Application No. A-16-08-OP - Scott and Sheri Howard - 714 Town Line Road - Request to Amend Official Plan to Facilitate a Severance Application to the Committee of Adjustment**

A report of the Planning Division is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland

Resolved that the report of the Planning Division dated 2008 06 23 concerning Application No. A-16-08-OP - Scott Howard be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 151 by way of a notwithstanding clause to the Rural Area Policies of the Official Plan, which will facilitate a severance application to the Committee of Adjustment for one (1) additional rural residential lot be endorsed.

7. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**

- (a) Mover - Councillor J. Caicco
Seconder - Councillor S. Butland

Whereas there continues to be problems with loitering, vandalism and mischief in neighbourhood playgrounds throughout the city; and

Whereas in some instances due to the configuration of the park, enforcement by the Police Department is difficult and ongoing problems persist; and

Whereas this problem adversely affects the neighbours and the enjoyment of the park for residents of the Community;

Therefore be it resolved that City staff report back to Council on the option of No Trespassing Signs during late-night hours in certain parks as suggested by Police Services.

8. **COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10. **CONSIDERATION AND PASSING OF BY-LAWS**

By-laws before Council for THREE readings which do not require more than a simple majority.

AGREEMENTS

- (a) 2008-123 A by-law to authorize an agreement between the City and Ellwood Robinson Limited for the resurfacing of Great Northern Road from Fourth Line to Fifth Line including rejuvenating the

10. (a) existing pavement and placing a new layer of hot mix asphalt on the surface.
- (b) 2008-124 A by-law to authorize an agreement between the City and Pioneer Construction Inc. for construction of a 200 metre right turn lane at the northeast quadrant of Great Northern Road and Second Line East.
A report from the Design and Construction Engineer concerning By-laws 2008-123 and 2008-124 is on the agenda.
- (c) 2008-126 A by-law to authorize an agreement between the City and M.R. Wright and Associates to perform the biannual bridge inspection services and reports.
A report from the Director of Engineering is on the agenda.
- (d) 2008-127 A by-law to authorize an agreement between the City and M.R. Wright and Associates to provide design and contract administration services for the widening of four single lane bridges located in the Township of Prince.
A report from the Director of Engineering is on the agenda.

LICENCE OF OCCUPATION

- (e) 2008-122 A by-law to authorize a Licence of Occupation between the City and the Ontario Realty Corporation for the installation of a air quality monitoring station on City property (Bonney Street pumping station).
A report from the City Solicitor is on the agenda.

OFFICIAL PLAN AMENDMENT

- (f) 2008-130 A by-law to adopt Official Plan Amendment No. 151 to the Official Plan (Scott Howard).

PARKING

- (g) 2008-119 A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

10. **PROPERTY SALE**

- (h) 2008-129 A by-law to authorize the sale of land abutting 606 Douglas Street to Susan and Michael Greeley.

A report from the City Solicitor is on the agenda.

TEMPORARY STREET CLOSING

- (i) 2008-128 A by-law to permit the temporary street closing of Crawford Avenue from Cunningham Road to Smale Avenue on July 4th, 2008 between the hours of 12:00 p.m. to 5:00 p.m.

TRAFFIC

- (j) 2008-121 A by-law to amend Schedule "K" of Traffic By-law 77-200.

11. **QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON AGENDA**

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor

Seconder - Councillor

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2008 06 09

4:30 P.M.

COUNCIL CHAMBERS

PRESENT: Mayor J. Rowswell, Councillors J. Caicco, L. Turco, B. Hayes, D. Celetti, O. Grandinetti, S. Myers, L. Tridico, F. Fata, T. Sheehan, S. Butland, P. Mick

ABSENT: Councillor F. Manzo (illness)

OFFICIALS: J. Fratesi, M. White, B. Freiburger, J. Elliott, N. Kenny, J. Dolcetti, S. Turco, D. McConnell, D. Elliott

ADOPTION OF MINUTES

Moved by Councillor O. Grandinetti

Seconded by Councillor J. Caicco

Resolved that the Minutes of the Regular Council Meeting of 2008 05 26 be approved. CARRIED.

QUESTIONS AND INFORMATION ARISING OUT OF MINUTES AND NOT OTHERWISE ON AGENDA

APPROVE AGENDA AS PRESENTED

Moved by Councillor O. Grandinetti

Seconded by Councillor S. Butland

Resolved that the Agenda for the 2008 06 09 City Council Meeting as presented be approved. CARRIED.

DELEGATIONS/PROCLAMATIONS

- (a) Mr. Goertzen was in attendance concerning agenda item 5.(u).
- (b) Bob Davies, Chief of Police was in attendance concerning agenda item 6.(5)(a).
- (c) Mark Inglis and Dave Richardson, Marshall Macklin Monaghan Group and John Smale were in attendance concerning agenda item 6.(6)(b).

PART ONE – CONSENT AGENDA

5.

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

Moved by Councillor S. Butland

Seconded by Councillor J. Caicco

Resolved that all the items listed under date 2008 06 09 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from AMO was received by Council.
- (b) Letters of request for temporary street closings were accepted by Council.
 - 1) on downtown streets in conjunction with ROTARYFEST 2008 (July 19th) and also to request a by-law to prohibit vendors from locating near the grounds of ROTARYFEST 2008;
 - 2) on Queen Street from East to Dennis Streets in conjunction with Lemonade Days (July 18th); and
 - 3) on Doncaster Road in conjunction with a Street Gathering (August 9th)
 - 4) on Hudson Street from Cathcart Street (189 Hudson Street) to Albert Street (159 Hudson Street) in conjunction with a Canada Day Block Party (July 1st). The relevant By-laws 2008-110, 2008-111, 2008-112, 2008-118 and 2008-120 are listed under Item 10 of the Minutes.
- (c) Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Resolved that City Council approves the use of available Clergue Park green space (July 12th to 20th); the Civic Centre north green space (July 12th to 20th); and the Civic Centre north and south parking lots (July 17th evening, July 18th and 19th). CARRIED.
- (d) The letter from the Chair, Relay for Life requesting an exemption to the Noise By-law for the event at the John Rhodes Community Centre on June 13th and 14th was accepted by Council. The relevant By-law 2008-116 is listed under Item 10 of the Minutes.
- (e) Correspondence from the City of Belleville (concerning the government allowing municipalities to raise revenue by a carbon tax levy); and the City of Kingston (concerning amendments to the Ontario Building Code and concerning Bill 64 An Act to Amend the Pesticide Act) was received by Council.
- (f) The News Release from Development Sault Ste. Marie announcing Sunwing Charter Airline to fly directly from Sault Ste. Marie to Cuba was received by Council.

5. (f) The letter from the CEO, OLG concerning the Ontario Lottery and Gaming Corporation's current commitment to the city and suggestions for future involvement in local initiatives was received by Council.

(g) **Council Travel**

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that Councillor Lou Turco be authorized to travel to (1) AMO Annual President's Meeting being held in London, Ontario (2 days in June) at an estimated cost of \$1,000.00 to the City; and (2) FONOM Board Meeting being held in North Bay, Ontario (2 days in July) at no cost to the City be approved. CARRIED.

(h) **Staff Travel Requests**

The report of the Chief Administrative Officer was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor S. Butland

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 06 09 be approved as requested. CARRIED.

(i) **Property Tax Appeals**

The report of the City Tax Collector was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's report of 2008 06 09 be approved and the tax records be amended accordingly. CARRIED.

(j) **Echoes Drum Festival Request for Financial Assistance**

The report of the Manager of Finance and Audits was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor S. Butland

Resolved that the report of the Manager of Finance and Audits dated 2008 06 09 concerning Echoes Drum Festival Request for Financial Assistance be accepted and the recommendation that Council DENY the request for additional financial assistance by the Echoes Drum Festival be approved. CARRIED.

(k) **Memorandum of Agreement - Operation of the Recreational Lock**

The report of the Commissioner of Community Services was accepted by Council.

5. (k) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that the report of the Commissioner of Community Services dated 2008 06 09 concerning Memorandum of Agreement - Operation of the Recreational Lock be accepted and the recommendation that Council approve a one-year extension until July 14, 2009 of the agreement between the Corporation of the City of Sault Ste. Marie and Parks Canada for the operation of the Recreational Lock be approved. CARRIED.
- (l) **Contract 2008-4E - Reconstruction of Franklin Street (Wallace Terrace to Henrietta Street) - Location of Proposed Sidewalk**
The report of the Design and Construction Engineer was accepted by Council.
Moved by Councillor D. Celetti
Seconded by Councillor F. Fata
Whereas Franklin Street is scheduled for reconstruction this year as a local improvement and the current design of the project includes a boulevard and sidewalk on the west side of the street; and
Whereas 15 out of a total 17 property owners on the west side of the street have signed a petition to construct a curb face sidewalk instead of a boulevard and sidewalk;
Now therefore be it resolved that engineering staff undertake the necessary arrangements with the contractor that is doing the reconstruction project to have the sidewalk redesigned to a curb face sidewalk to reflect the wishes of the majority of the property owners on the west side of Franklin Street. CARRIED.
- (m) **Update on 2008 Capital Works and Bridges**
The report of the Director of Engineering Services was accepted by Council.
Moved by Councillor L. Turco
Seconded by Councillor T. Sheehan
Resolved that item 5.(m) BE AMENDED deleting the amounts for Shannon/Retta/Franklin shortfall and Korah Road Reconstruction and adding the following - Hub Trail Reserve - \$1,072,000.00 and inserting the following wording: and further that Council supports the construction of Shannon/Retta/Franklin and Korah Road and that these shortfalls/funds come from future capital works funding. CARRIED.

5. (m) Moved by Councillor J. Caicco
 Seconded by Councillor S. Butland
 Resolved that the report of the Director of Engineering Services dated 2008 06 09 concerning Update on 2008 Capital Works and Bridges be accepted and the recommendation that the following revisions to the 2008 Capital Works Program:
- Available Funds:
- | | |
|--|----------------|
| 2007 Misc Const. allowance for single lane bridges (carryover) | \$ 136,000.00 |
| 2008 budget for bridges | \$3,000,000.00 |
| Total Available | \$3,136,000.00 |
- Recommended Revisions to 2008 Program:
- | | |
|---|----------------|
| Reconstruct four single lane bridges to two lanes | |
| \$300,000.00 each | \$1,200,000.00 |
| Other bridge work | 500,000.00 |
| Shannon/Retta/Franklin shortfall | 452,000.00 |
| Korah Road Reconstruction (Moss to Cooper) | 620,000.00 |
| Hub Trail Funding | 358,000.00 |
| Total Estimate Revisions | \$3,130,000.00 |
- be approved AS AMENDED. CARRIED.
- (n) **Contract 2008-5E - Reconstruction of Korah Road (Moss Road to Cooper Street)**
 The report of the Design and Construction Engineer was accepted by Council. The relevant By-laws 2008-113 and 2008-114 are listed under Item 10 of the Minutes.
- (o) **Biannual Bridge Inspections - Consulting Services**
 The report of the Director of Engineering Services was accepted by Council.
- Moved by Councillor S. Butland
 Seconded by Councillor J. Caicco
 Resolved that the report of the Director of Engineering Services dated 2008 06 09 concerning Biannual Bridge Inspections - Consulting Services be accepted and the recommendation that the City retain M. R. Wright and Associates to complete the biannual bridge inspections at the upset limit fee of \$33,000.00 with funds to come from the 2008 Miscellaneous Construction budget be approved. CARRIED.
- (p) **Elimination of Any Ban on Clotheslines - Energy Conservation Leadership Act O. Reg. 97/08**
 The report of the City Solicitor was accepted by Council.

5. (p) Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Resolved that the report of the City Solicitor dated 2008 06 09 concerning Elimination of Any Ban on Clotheslines - Energy Conservation Leadership Act O. Reg. 97/08 be accepted as information. CARRIED.
- (q) **Clergue Park Waterfront Walkway**
The report of the Planning Division was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that the report of the Planning Division dated 2008 06 09 concerning the Clergue Park Waterfront Walkway be accepted and the Planning Director's recommendation that City Council authorize the placement of 25 flagpoles with flags representing the various countries of the original immigrants to Sault Ste. Marie adjacent to the Russ Ramsay Way entrance to Clergue Park at an estimated total cost of \$50,000.00 be endorsed. CARRIED.
- (r) **Cemetery Condition**
The report of the Manager of Cemeteries was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Resolved that the report of the Manager of Cemeteries dated 2008 06 09 concerning Cemetery Condition be accepted and the recommendation that the cemetery be sprayed with an appropriate pesticide at a cost of approximately \$68,000.00 with funds to come from the Cemetery Reserve account be approved. CARRIED.
- (s) **Signage at Intersection of Carmen's Way and Conmee Avenue**
The report of the Deputy Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2008 06 09 concerning Signage at Intersection of Carmen's Way and Conmee Avenue be accepted and the recommendation that an 8-hour pedestrian count be carried out at the Carmen's Way/Conmee Avenue intersection and if warranted pedestrian ahead signs be installed be approved. CARRIED.
- (t) **Trim-A-Tree Program**
The report of the Manager of Cemeteries was accepted by Council.

5. (t) Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Resolved that the report of the Manager of Cemeteries dated 2008 06 09 concerning Trim-A-Tree Program be accepted and the recommendations that:
1) Cemetery staff continue to follow the rules and regulations set out in By-law 99-208;
2) Cemetery staff not become involved in a Trim-A-Tree Program; and
3) Cemetery staff send a letter to the owner of gravesites advising that the tree will be removed if it is not trimmed within a 6-month period rather than relying solely on the red tag be approved. CARRIED.
- (u) **Centre Street Right-of-Way**
The report of the Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 06 09 concerning Centre Street Right-of-Way (between 617 and 621 Boundary Road) be accepted as information. CARRIED.
- (v) **Proposed Speed Reduction - Trunk Road**
The report of the Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 06 09 concerning Proposed Speed Reduction - Trunk Road be accepted and the recommendation that the 80 kph posted speed on Trunk Road from the Husky Truck Stop to the easterly city limit be reduced to 70 kph and that Schedule K of By-law 77-200 be amended be approved. CARRIED.
- (w) **Surface Treatment Program - 2008**
The report of the Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 06 09 concerning Surface Treatment Program 2008 be accepted as information. CARRIED.
- (x) The letter from the Minister of Indian Affairs concerning the evacuation of Fort Albany was received by Council.

5. (y) The letter requesting permission for a private property liquor license extension was accepted by Council.

Moved by Councillor J. Caicco

Seconded by Councillor S. Butland

Resolved that City Council has no objection to the proposed extended licensed area as detailed in the written request for a liquor license extension on private property for an outdoor event on the following stated date and times:

Great Northern Retirement Home

Family Fun Day

July 11, 2008 from 2:00 to 7:00 p.m. CARRIED.

PART TWO – REGULAR AGENDA

REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (5) LEGAL

(a) Amendments to By-law 2005-154 - City's Taxi By-law

The report of the Assistant City Solicitor was received by Council.

Moved by Councillor D. Celetti

Seconded by Councillor S. Butland

Be it resolved that item 6.(5)(a) BE REFERRED back to Police Services Board to be dealt with at the next full meeting of the Board and that the Board report back to Council with any recommendations. CARRIED.

Mayor J. Rowswell declared a pecuniary interest - engineering firm does business with RBB Innovations.

Councillor L. Turco declared a pecuniary interest - spouse employed by Police Service.

6. (6) PLANNING

(a) Application No. A-14-08-OP - D. S. Urso Surveying Ltd. - 2599 Base Line - Request to Amend Official Plan to Consider Severance Application to Create One Additional Lot for Rural Residential Purposes

The report of the Planning Division was accepted by Council.

6. (6)
- (a) Moved by Councillor O. Grandinetti
Seconded by Councillor J. Caicco
Resolved that the report of the Planning Division dated 2008 06 09 concerning Application No. A-14-08-OP - D.S. Urso Surveying Limited be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 150, which facilitates the severance of the subject property by way of a notwithstanding clause to the Rural Area policies for one (1) additional rural residential lot be endorsed. CARRIED.
- (b) **Hub Trail Development Along Shannon Road/Shingwauk Street**
The report of the Planning Division dated 2008 05 26 was received by Council. The report of MMM Group dated June 9, 2008 concerning the Hub Trail on Shannon Road was received by Council.

Moved by Councillor S. Myers
Seconded by Councillor O. Grandinetti
Pursuant to Council Procedure By-law 99-100 Section 71(3), resolved that City Council RECONSIDER the Planning Director's recommendation concerning the Hub Trail Development Along Shannon Road/Shingwauk Street [which was voted 'defeated' at the 2008 05 26 Council Meeting]; and that Council waive any provisions in its Procedural By-law with respect to Notice. CARRIED.

Moved by Councillor S. Myers
Seconded by Councillor O. Grandinetti
Resolved that the recommendation of the Planning Director concerning the Hub Trail Development Along Shannon Road/Shingwauk Street BE AMENDED to address safety concerns by the enforcement of a NO parking zone during 'daylight hours' on the section of the east side of Shannon Road that is designated the Hub Trail. DEFEATED.

Moved by Councillor S. Myers
Seconded by Councillor O. Grandinetti
Resolved that the report of the Planning Division dated 2008 05 26 concerning the Hub Trail Development Along Shannon Road/Shingwauk Street be accepted and the Planning Director's recommendation that City Council support the construction of the Hub Trail portion of the Shannon Road reconstruction project as recommended by staff and MMM Group utilizing a 2.7 meter asphalt surface within the northerly boulevard of Shingwauk Street and the easterly boulevard of Shannon Road be endorsed. CARRIED.

6. (6)
(b) Recorded Vote

For: Mayor J. Rowswell, Councillors J. Caicco, L. Turco, B. Hayes, D. Celetti, O. Grandinetti, S. Myers, L. Tridico, F. Fata, T. Sheehan, S. Butland, P. Mick

Against: Nil

Absent: Councillor F. Manzo

7. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**

- (a) Moved by Councillor S. Butland
Seconded by Councillor P. Mick
- Whereas vegetable oil has become a useful commodity with some value; especially in the production of bio fuel; and
- Whereas presently the Corporation and commercial establishments(restaurants and banquet halls) pay for the oil to be collected and transported to Southern Ontario/Quebec; and
- Whereas a local firm "Greenstar Biodiesel Systems" could produce a quality biofuel with the locally collected "grease"; and
- Whereas City Transit is in the midst of a successful pilot on one city bus and one parabus using a 5% formula of biodiesel; and
- Whereas it is likely that much of this presently designated waste product may end up in the landfill or in the sewer system or simply disposed of; and
- Whereas it may prove feasible economically and environmentally to facilitate a collection system for this vegetable oil to be processed into biodiesel to service an extensive (if not all) transit vehicles;
- Therefore be it resolved that Council authorize the Environmental Initiative Committee (a.k.a. Green Committee) to begin discussions with appropriate staff, Restaurant Association and principals of Greenstar Biodiesel Systems as well as any other potential interested supplier of biodiesel to investigate the potential implementation of the above concept of local collection, local production and local distribution of biodiesel fuels for Sault Ste. Marie and district. CARRIED.

8. **COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10.

CONSIDERATION AND PASSING OF BY-LAWS

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that all the by-laws listed under Item 10 of the Agenda and Addendum under date 2008 06 09 [save and except 2008-154] be approved.
CARRIED.

(a) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that By-law 2008-104 being a by-law to amend the Taxi By-law 2005-154 be read three times and passed in Open Council this 9th day of June, 2008.
OFFICIALLY READ NOT DEALT WITH.

Mayor J. Rowswell declared a pecuniary interest - engineering firm does business with RBB Innovations.

Councillor L. Turco declared a pecuniary interest - spouse employed by Police Service.

(b) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that By-law 2008-110 being a by-law to permit the temporary street closing of Doncaster Road to permit a street gathering between the hours of 12 noon to 12 midnight on August 9, 2008 be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.

(c) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that By-law 2008-111 being a by-law to permit the temporary closing of Queen Street from East Street to Dennis Street to facilitate the annual summer late night shopping event be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.

(d) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that By-law 2008-112 being a by-law to permit the temporary street closing of various streets to facilitate Rotaryfest 2008 on July 19, 2008 be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.

10. (e) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that By-law 2008-113 being a by-law to authorize an agreement between the City and Palmer Construction Group Inc. for the reconstruction of Korah Road from Moss Road to Cooper Street including construction of a new sanitary sewer from Lamming Avenue to Cooper Street be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.
- (f) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that By-law 2008-114 being a by-law to permit the temporary street closing of Korah Road from Moss Road to Cooper Street from June 15, 2008 until October 30, 2008 be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.
- (g) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that By-law 2008-115 being a by-law to adopt Amendment No. 150 to the Official Plan be read three times and passed in Open Council this 9th day of June, 2008. (D. S. Urso Surveying Ltd.) CARRIED.
- (h) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that By-law 2008-116 being a by-law to amend By-law 80-200 and By-law 4100 for an exemption from the noise control by-laws for the Canadian Cancer Society's Annual Relay for Life Event be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.
- (i) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that By-law 2008-117 being a by-law to designate an area of the City of Sault Ste. Marie as an Industrial Community Improvement Project Area be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.
- (j) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that By-law 2008-118 being a by-law to prohibit vendors from locating near the grounds of Rotaryfest 2008 be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.

10. (k) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that By-law 2008-120 being a by-law to permit the temporary street closing of Hudson Street from Cathcart Street (189 Hudson Street) to Albert Street (159 Hudson Street) between the hours of 10:00 a.m. to 4:00 p.m. on July 1, 2008 be read three times and passed in Open Council this 9th day of June, 2008. CARRIED.

11. **QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON AGENDA**

(a) Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Resolved that this Council shall now go into Caucus to discuss two labour relations matters; and
Further be it resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus prior to the next meeting of Council to discuss the same matter(s). CARRIED.

12. **ADJOURNMENT**

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK



200 University Ave, Suite 801
Toronto, ON M5H3C6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca



MEMBER COMMUNICATION

ALERT N°: 08/027

To the attention of the Clerk and Council
June 16, 2008

FOR MORE INFORMATION CONTACT:
Laurel McCoshan, AMO Policy Advisor
(416) 971-9856 ext: 315

Ontario Human Rights Code Changes

Issue: A new human rights system for the province will take effect June 30, 2008 with the proclamation of Bill 107, the Human Rights Code Amendment Act, 2006.

Background:

Bill 107, the Human Rights Code Amendment Act received Royal Assent in December 2006. Its proclamation on June 30, 2008 will introduce a new system for managing human rights complaints in Ontario.

Replacing the current process for resolving human rights disputes, Bill 107 will introduce a 'direct access' model of dispute resolution. Under this model, complaints arising after June 30, 2008 will be filed directly with the Human Rights Tribunal, which will have the authority to hold hearings or to dispose of applications through alternative dispute mechanisms. In the past, the Human Rights Commission received, processed and investigated complaints. With the new role of the Tribunal, the Commission will instead hold important new powers, including the power to initiate reviews and inquiries.

The new legislation also creates a Legal Support Centre, which will provide publicly funded legal advice and assistance to complainants. These services, however, will be subject to significant accountability and efficiency measures. For instance, Directors of the Centre must act in a financially responsible and accountable manner, establish and administer a cost-effective and efficient system for providing support services respecting Tribunal applications, and establish policies and priorities for providing support services within the financial resources available.

The Tribunal's Rules of Procedure:

The Tribunal's Rules of Procedure, effective July 1, 2008, will have a significant impact on the management of human rights litigation. Imposing tight time frames for responding to complaints, the Rules also lay out a long list of powers for the Tribunal, including the ability to lengthen or shorten any such time limit, to require the production of any document, information or thing, and to provide assistance where reasonable to produce the information, and to consider public interest remedies.

ALERT

A Respondent must file a complete Response to an Application (i.e. human rights complaint) no later than 35 days after a copy of the Application was sent to the Respondent by the Tribunal. The only exceptions are where the issues in dispute are the subject of one of the following: a full and final release signed by the parties, a civil court proceeding requesting a remedy based on the alleged human rights infringement, or a complaint filed with the Commission. The Tribunal will no longer accept preliminary responses as the Commission did under the old system. The Applicant will have no later than 14 days after the Response was sent to the Applicant to deliver a copy of his/her reply.

Tight time frames also apply to the disclosure of documents. Under the new Rules, parties will have 21 days after the Tribunal sends a Confirmation of Hearing to deliver a list of all "arguably relevant" documents in their possession, and a copy of each document on the list to the other party or parties. While privileged documents need not be produced, these documents must be described along with the reasons for claiming privilege. No later than 45 days before the first scheduled day of hearing, each party must deliver a list of all documents upon which it intends to rely along with copies of each or confirmation that the document has already been provided.

If requested by the Applicant, the Tribunal also has the power to order interim remedies provided the Application appears to have merit, the balance of harm or convenience favours granting the interim remedy requested, and it would be just and appropriate to do so. Other parties will have an opportunity to respond to such requests.

Process for Existing Complaints:

Human rights complaints that remain outstanding as of June 30, 2008 will be dealt with through one of two possible routes:

1. Until January 1, 2009, the complaints may be continued under the old human rights system. Should the complaint still be outstanding at this time, the complainant will have another six month period (until June 30, 2009) to file an application on the same subject with the Tribunal. Applications to the Tribunal that relate to outstanding claims between January 1st and June 30, 2009, will be dealt with in the same manner as new applications filed after June 30, 2008.
2. Between June 30th and December 31, 2008, individuals with outstanding complaints may abandon complaints made under the old system and file an application with the Tribunal under an expedited process. This option is suitable for less complex complaints and those without significant public policy ramifications.

Analysis:

Although the changes made under Bill 107 exclusively concern the enforcement process for human rights disputes, it is also likely to alter the dynamics of how human rights issues are managed. Municipal employers may prepare for the new human rights system in the following ways:

ALERT

- Review outstanding human rights files and discuss strategy with legal counsel;
- Review return to work and accommodation policies and internal dispute resolution policies and procedures, including accompanying investigation procedures;
- Review documentation and record-keeping practices to ensure documents and appropriate records of discussions are kept in order to respond to an application;
- Review organizational policies and practices to identify potential systemic barriers or other human rights issues;
- Establish or review existing protocols for staff to follow when a government official arrives to conduct an investigation or inspection; and
- Provide additional training to individuals responsible for human rights to ensure increased familiarity with existing/new policies and facilitate a proactive approach to dealing with human rights issues to meet new challenges under Bill 107.

Action:

For your information.

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca.

5(a)



Have you registered for the conference yet?

Program at a Glance

August 24 to 27, 2008
Ottawa Congress Centre and
Westin Ottawa Hotel

Note: the program identified herein is subject to change. A full program with all details of the conference program, along with other information will be part of each delegates' registration kit.

5(a)

Sunday August 24

1:00 p.m. - 8:00 p.m.

- Registration Open (Colonel By Room, Ottawa Congress Centre)

2:00 p.m. - 6:00 p.m.

- Exhibit Hall Open (Ottawa Congress Centre)

8:00 p.m. - 10:00 p.m.

- Welcome Reception

Monday August 25

7:30 a.m. - 5:00 p.m.

- Registration

7:45 a.m. - 6:00 p.m.

- Exhibit Hall Open

2:30 p.m. - 5:30 p.m.

- Elections

8:30 a.m. - 9:00 a.m.

- Conference Opens - AMO Annual General Meeting and President's Address

9:00 a.m. - 9:45 a.m.

- Keynote Speaker: Robert Harris, "Why Can't We Just Get Along?"

9:45 a.m. - 10:15 a.m.

- The Honourable Dalton McGuinty, Premier of Ontario

10:15 a.m. - 10:45 a.m.

- Coffee Break

10:45 a.m. - 11:30 a.m.

- Keynote Speaker: Michelle Dagnino, "Leadership, Generational Diversity & Connecting with Youth"

11:30 a.m. - 11:45 a.m.

- AMO President Candidates Speeches

12:00 (Noon) ~ 1:15 p.m.

- Learning Lunches and Meet the Caucus Candidates

1:15 p.m. - 2:00 p.m.

- Coffee and Dessert in the Exhibit Hall

2:00 p.m. - 2:30 p.m.

- Howard Hampton, Leader of the New Democratic Party (invited)

2:30 p.m. - 2:45 p.m.

- Plenary Programming (TBC)

3:00 p.m. - 4:30 p.m. *Concurrent Sessions*

- Welcoming Communities
- Sustainable Building Practices
- Provincial Municipal Fiscal and Service Delivery Review Technical Briefing
- Pesticides Legislation
- Restructuring in the Energy Sector
- Trade Agreements

4:45 p.m. - 5:15 p.m.

- John Tory, Leader of the Progressive Conservative Party of Ontario (invited)

Time TBC

- Evening Reception



5(a)

Tuesday August 26

7:30 a.m. - 2:30 p.m.

- Registration

8:30 a.m. - Noon

- Elections

7:30 a.m. - 10:30 a.m.

- Exhibit Hall Open

8:30 a.m. - 8:45 a.m.

- AMO Federal Gas Tax Awards

8:45 a.m. - 9:00 a.m.

- FCM President, Jean Perrault (invited)

9:00 a.m. - 10:00 a.m.

- Keynote Speaker: Allan Gregg

10:00 a.m. - 10:45 a.m.

- Coffee Break and Exhibit Hall Wrap-Up

10:45 a.m. - 12:15 p.m. *Concurrent Sessions*

- MPAC and Assessment: What's New?
- Waste Management Part 1
- Energy Management Saves Money and Reduces GHG Emissions
- Water Resources
- Provincial Municipal Fiscal and Service Delivery Review Technical Briefing (repeat session)
- AMO Federal Gas Tax Awards Showcase
- Recreation and Your Community

12:15 p.m. - 1:30 p.m.

- Lunch Break

1:30 p.m. - 3:00 p.m. *Concurrent Sessions*

- Waste Management Part 2
- Distributed Energy Projects Showcase
- Integrated Human Services
- Integrated Community Sustainability Planning
- Alternative Financing and Procurement
- Labour Relations

3:10 p.m. - 3:15 p.m.

- Election Results

3:15 p.m. - 3:45 p.m.

- Honourable Jim Watson, Minister of Municipal Affairs and Housing

3:45 p.m. - 5:00 p.m.

- Ministers' Forum

5:00 p.m.- 6:00 p.m.

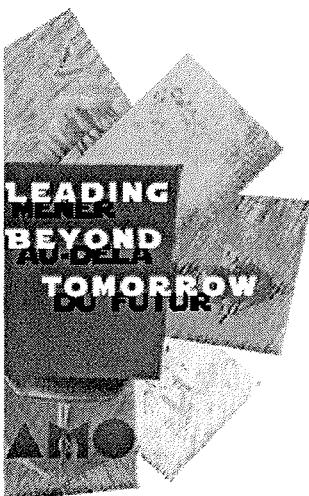
- Province of Ontario Reception

6:30 p.m.- 7:30 p.m.

- Pre-Banquet Reception

7:30 p.m. - 10:00 p.m.

- AMO Banquet: Featuring Entertainment by Wayne Rostad



Program at a Glance brought to you by:
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON, M5H 3C6
P: 416-971-9856
F: 416-971-6191
E: amo@amo.on.ca



Association of Municipalities of Ontario

Wednesday August 27

8:15 a.m. - 9:00 a.m.

- Early Morning Sessions: Breakfast for the Mind

9:15 a.m. - 9:30 a.m.

- Peter J. Marshall Awards

9:30 a.m. - 9:50 a.m.

- Honourable Sandra Pupatello, Minister of Economic Development and Trade (invited)

9:50 a.m. - 11:00 a.m.

- Economic Development Showcase and Round Table Discussion

11:00 a.m.

- Introduction of new AMO President and Board, Conference Wrap-Up



Association of Municipalities of Ontario



MEMBER COMMUNICATION

ALERT N°: 08/026

*To the attention of the Clerk and Council
June 10, 2008*

OMERS – Latest News



This communication will update you on the OMERS Sponsors Corporation's review of Plan change proposals and announces the Municipal Employers Pension Centre of Ontario.

- a) **Sponsors Corporation – Plan Benefit Proposal and Contribution Rate Status:** The Sponsors Corporation received five (5) proposals for benefit changes. The following four (4) were dealt with at the June 6th meeting. All of the following proposals failed to pass. The Sponsors Corporation will meet in early July to consider the contribution rate report based on the 2007 valuation as well as a proposal to place a cap on the level of incentive pay included in contributory earnings.
 - i) **Early Retirement Subsidies on Termination:** Proposal to remove early retirement subsidies from benefit entitlements of members who terminate employment prior to retirement eligibility; proposal would have applied to new members enrolling effective Jan. 1/09. Currently, the cost of any early retirement subsidies payable to members who terminate from the Plan prior to retirement eligibility is funded by required contributions. Eliminating these subsidies may reduce the required contributions of current members or reduce the need for contribution increases. (AMO proposal).
 - ii) **Vesting:** Proposal to provide 100% vesting after 2 years of Plan participation rather than immediate vesting; proposal would have applied to new members enrolled effective Jan. 1/09. Cost savings to the Plan would have been achieved when members terminate prior to completing two years of Plan participation. (AMO Proposal).
 - iii) **Provide Paramedics with right to negotiate NRA 60:** Paramedics wanted the right to convert from NRA 65 to NRA 60. Police and Fire are currently NRA 60 with an accrual rate of 2.33% (from 2.0%).
 - iv) **Change the maximum accrual of pensionable earnings from 81.33% to 70% for NRA 60 supplemental plans for fire and police.** The supplemental plan currently allows for a maximum accrual of pensionable earnings of 81.33%, reflective of a 2.33% accrual rate. (Ontario Police Services Board Proposal).

- b) **Municipal Employers Pension Centre of Ontario (MEPCO):** AMO has set up this not-for-profit corporation to separate its legislative mandated OMERS responsibilities to represent OMERS municipal employers from its normal policy and advocacy activities since all of Ontario's municipalities are not OMERS employers. We want to ensure that our OMERS employer representatives are well resourced with access to the appropriate expertise. Watch for MEPCO's first newsletter that will introduce the Board of Directors and activities.

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca.



5(b)

RESOLUTION OF THE COUNCIL OF THE CORPORATION OF THE CITY OF WATERLOO

May 12, 2008

RE: 2008 Municipal Road and Bridge Infrastructure Investment

WHEREAS the City of Waterloo is one of the Ontario municipalities who have been approved to receive funds in the amount of \$1,308,003 from the Ministry of Transportation towards municipal road and bridge capital infrastructure renewal needs;

WHEREAS towns and cities are where the people of Canada work and live and their long term sustainability is at risk without an adequate infrastructure;

AND WHEREAS provincial and national economic prosperity is inextricably linked to the well being and prosperity of towns and cities;

AND WHEREAS public ownership of infrastructure has shifted over the past 50 years away from the federal and provincial governments to become an increasing responsibility for municipal governments such as the City of Waterloo;

AND WHEREAS the City of Waterloo requires revenues that grow with the economy in order to contribute to the sustainability of its infrastructure;

AND WHEREAS the Council of the City of Waterloo has introduced a number of initiatives such as ten-year capital planning, continuous improvement, public private partnerships and a proposed capital investment contribution as the City's efforts to address the infrastructure deficit;

AND WHEREAS the City of Waterloo has determined that its municipal infrastructure deficit is approximately \$160 million over the next ten years;

AND WHEREAS the City of Waterloo's infrastructure deficit would require a one time municipal tax increase of 40% to be fully funded;

AND WHEREAS property taxes, for the most part, is a very regressive tax not based on economic growth, income or ability to pay;

AND WHEREAS there is just a single taxpayer paying taxes to the different levels of government;

AND WHEREAS, on average, municipalities collect eight cents of every dollar of total government collected taxes for the services they provide;

AND WHEREAS there are federal and provincial surpluses projected over the next number of years;

THEREFORE BE IT RESOLVED THAT:

- 1) the Council of The Corporation of the City of Waterloo calls upon the Provincial government to clarify and confirm that the 2008 Municipal Road and Bridge Infrastructure Investment is in fact a one time infusion of funds versus an annual contribution and that if this is the case, that the Provincial government provide long term and sustainable infrastructure funding to assist the City of Waterloo and all upper, lower, and single tier municipalities in addressing their infrastructure roles and responsibilities;
- 2) copies of this resolution be forwarded to the Prime Minister of Canada, the Premier of Ontario, Federal and Provincial Ministers of Finance, Provincial Minister of Public Infrastructure Renewal, Federal Minister of Transportation, all Members of Parliament, all Members of Provincial Parliament, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM) and the Big Cities Mayors' Caucus of FCM;
- 3) all municipalities be encouraged to pass motions supporting this resolution and forward to their relevant federal and provincial representatives."

For further information, please contact

Susan Greatrix, City Clerk

The Corporation of the City of Waterloo

100 Regina Street South, Waterloo, ON N2J 4A8

Telephone: 519-747-8705

Fax: 519-747-8510

E-mail: sgreatrix@city.waterloo.on.ca

5(b)



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

789 Broadway Street, Box 3000
Wyoming, ON N0N 1T0
Telephone: (519) 845-0801
Toll Free: 1-866-324-6912
Fax: (519) 845-3160
www.lambtononline.ca

June 9, 2008

Premier Dalton McGuinty
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier McGuinty:

Please be informed that at its meeting held on June 4, 2008, Lambton County Council passed the following resolution concerning developing economic and environmental strategies that would assist Ontario in the years ahead:

"Bradley/Arnold: That Lambton County Council request Premier McGuinty to call an Ontario Economic and Environmental Summit to bring together business, labour, elected Municipal leaders, Provincial MPs and MPPs, and First Nations from across the Province to develop "Made in Ontario" economic and environmental strategies that would assist Ontario in the years ahead. The significant job losses and turmoil in the manufacturing, agriculture, mining, tourism and other sectors has impacted across Ontario and new thinking and strategies are needed now; and further,

That this resolution be circulated to all Counties, Regions and Municipalities with a population over 50,000 and to the Leaders of the Opposition Parties, local MPs and MPPs.

Carried."

Please do not hesitate to contact me should you require anything further.

Yours very truly,

Ronald G. Van Horne
Chief Administrative Officer

RGV/lk



Caring ♦ Growing ♦ Innovative

5(c)

**PORTUGUESE CANADIAN ASSOCIATION
OF SAULT STE. MARIE, ONTARIO, CANADA**

To:

The Clerk's Office, City of Sault Ste. Marie;
Algoma Health Unit, Sault Ste. Marie
Chief of Police, Sault Ste. Marie Police Service
Chief, Sault Ste. Marie Fire Department

June 10, 2008

From: Portuguese Canadian Association of Sault Ste. Marie
5 Cornwall St.
Sault Ste. Marie, On. P6C 1C4

Re: Application for Special Occasion Permit, Outdoor Event, June 28.
Portuguese Canadian Association of Sault Ste. Marie.

The following is submitted as per guidelines for obtaining a LCBO
occasional use permit to consume liquor outdoors. This premise does hold
a permanent liquor licence for inside consumption. The event planned is a
picnic at the Portuguese Club grounds, 5 Cornwall Street. This is private
property, consisting of three acres fenced all around by a four foot wire
fence. There is a main entrance off North Street which is not gated, and
two pedestrian gateways. In the middle of the property, approx. 30
meters from the club building, is a cement platform (a basketball court
from the days when this was Corpus Christie school) where tables will be
set up. Consumption of liquor will be restricted to this area. Food will
consist of hamburgers, hot dogs, sardines, soup. Method of cooking will
be barbeque positioned nearby, on blacktop surface. Number of people
expected is approx. 100. This is a yearly event, which has proven
uneventful in the past. For any questions, please contact the undersigned
at any time. Sincerely,



Tony Pereira
President, Portuguese Canadian Association General Assembly.
949-5077 or 541-1071 cel.

CORNWALL ST.

GATE

MAIN
Buildings

PORTUGUESE CANADIAN CLUB

5 CORNWALL ST. & YORK ST. MARKS

FENCE

GATE

YORK
ST.

Picnic
area

Fire Hydrant

Fence

CORNWALL ST.

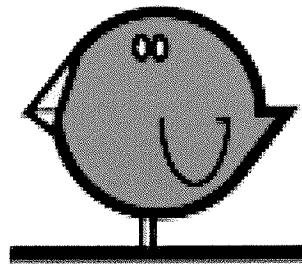
NORTH ST.

ST.
MILTON

→ NORTH ST. & CO.
MINI MART.

5(c)

5(c)



June 17, 2008

Donna Irving, City Clerk
99 Foster Drive
Sault Ste Marie, On
P6A 5N1

Dear Ms. Irving,

We are requesting to extend the liquor license at 651 Queen St East (Loplop Gallery Lounge) to include the sidewalk immediately in front of the business. The approximate area to be licensed is 25' by 25'. We are requesting the extension for Friday July 18 and Saturday July 19, 2008. This licensing will coincide with free musical entertainment provided by Loplops during the Downtown Lemonade Days and Rotaryfest (Loplop Second Stage).

If you require any further information please do not hesitate to contact me at 945.0754.

Thank you for your consideration,

Sincerely,

Stephen Alexander
Owner – Loplop Gallery Lounge

RECEIVED	
CITY CLERK	
JUN 17 2008	
NO.:	51015
DIST.:	

5(d)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Joanne Pearson TELEPHONE: 759-5204

ADDRESS: 180 Brock Street POSTAL CODE: _____

The above person hereby makes application for the closing of

Crawford Avenue

(Name of street to be closed)

from Cunningham to Smale

(reference points - street numbers, cross streets, etc.)

on the 4th day of July, 2008 from 12 am/pm to 5 am/pm
for the purpose of Kids Being Kids Grand Opening

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

Bradau Sgt
Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

John Meij
Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

JM Elliott
Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Dee
Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Terry McNeil
Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____, _____
(date) (By-law No.)

5(e)



Parks
Canada

Parcs
Canada

Historic Properties
1869 Upper Water Street
Halifax, Nova Scotia
B3J 1S9

June 6, 2008

RECEIVED

JUN 17 2008

MAYOR'S OFFICE

Mayor John Rowswell
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Dear Mayor Rowswell :

I would like to extend my sincere appreciation to you and your city officials for your support in assisting Parks Canada's efforts to replace the computerized locking system at the Sault Ste. Marie Canal. With the cooperation of the City of Sault Ste. Marie, the canal was opened as planned on May 15th. Mr. Mike Walton, Field Unit Superintendent, Northern Ontario, has expressed to me his appreciation for the efforts made by Mr. Joe Cain, Recreation and Culture Division Manager and Mr. Nick Apostle, Commissioner of Community Services for their assistance in having the circumstance presented to Council for action.

I would also like to extend a personal thanks to you for your involvement in the process. I look forward to continuing our shared efforts in serving the community of Sault Ste. Marie and opportunities for future collaboration to present the nationally significant story of Sault Ste. Marie Canal National Historic Site of Canada.

Once again my sincere thanks and best wishes for continued success.

Yours sincerely,

Brendan P. McDonald
Director General, Eastern Canada
Parks Canada

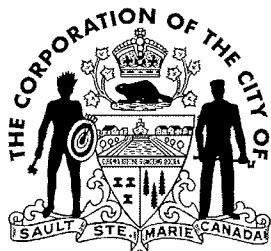
c.c.: Mike Walton

Canada



5(f)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2008 06 23

Mayor John Rowsell and
Members of City Council,
Civic Centre.

Re: Tender for One Hundred (100) Desktop Personal Computers

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of One Hundred (100) Desktop Personal Computers, as required by our Information Technology Division, as part of the City's P.C. replacement plan.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held June 11, 2008, with Mr. Malcolm White, Deputy City Clerk, present.

The tenders received have been thoroughly evaluated with Mr. Frank Coccimiglio, Manager of Information Technology, and the tender meeting all of our requirements and specifications, at the lowest cost to the City, has been identified on the attached summary.

Funding for this equipment has been provided within the I.T. Electronic Equipment Reserve account.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of One Hundred (100) Desktop Personal Computers be awarded to Dell Canada Inc., for Option 2, at their total tendered amount of \$65,540.00, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,

A handwritten signature of Ralph Robertson.

Ralph Robertson
Manager of Purchasing

RR:nt
Attach.

Recommended for approval,

A handwritten signature of W. Freiburger.

W. Freiburger
Commissioner of Finance & Treasurer

~~RECOMMENDED FOR APPROVAL~~

A handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
P.O. BOX 580 * CIVIC CENTRE * SAULT STE. MARIE, ONTARIO, CANADA P6A 5N1
TEL: (705) 759-5299 * FAX: (705) 759-1842

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$100,000.00

RECEIVED: June 11, 2008
File #2008IA01

ONE HUNDRED (100) DESKTOP PERSONAL COMPUTERS

Firm	Manufacturer Model & Processor	QTY	Option 1 - 4 x 1 GB RAM		Option 2 - 2 x 2 GB RAM		Remarks
			Unit Price before taxes	Total Price inc. taxes	Unit Price before taxes	Total Price inc. taxes	
CDW Canada Inc. Etobicoke, ON	HP dc5800 Intel Core 2 Duo 2.4 GHz	100	\$602.64	\$68,098.32	\$671.18	\$75,843.34	Meets Specifications
Dell Canada North York, ON	Dell Optiplex 755 Intel Core 2 Duo 2.4 GHz	100	\$580.00	\$65,540.00	<u>\$580.00</u>	<u>\$65,540.00</u>	Meets Specifications
Lucidia Technologies Sault Ste. Marie, ON	Dell Optiplex 755 Intel Core 2 Duo 2.33 GHz	100	\$827.54	\$93,512.02	\$835.84	\$94,449.92	Meets Specifications
Microage Computer Centre Sault Ste. Marie, ON	HP dc5800 Intel Core 2 Duo 2.4 GHz	100	\$638.42	\$72,141.46	\$711.20	\$80,365.60	Meets Specifications

NOTE: The low tendered price best meeting our requirements and specifications is underlined above, with Option "2" being the superior solution.

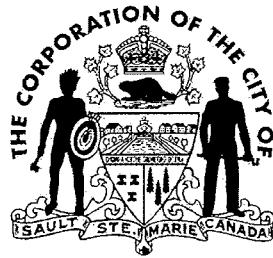
It is my recommendation that the low tendered price, submitted by Dell Canada, under Option "2", be accepted.

Ralph Robertson
Manager of Purchasing

5(f)

William Freiburger, CMA
Commissioner of Finance
and Treasurer

Finance Department



2008 06 23

Mayor John Rowswell and
Members of City Council

Re: Financial Software and Hardware Upgrade

This letter is to inform you that the financial software implementation has been postponed to the fourth quarter of 2008. We are planning for an October implementation date.

The project was originally scheduled for implementation on January 1, 2008, but was put back to April.

The project team decided to delay the implementation for the following reasons.

1. Complexity – The project involves the replacement of all major systems, excluding tax, and replaces a system we have used and modified for 33 years. Our new payroll software is taking longer than originally expected to program due to our complex contractual agreements.
2. Integration – Three major software packages including payroll, general ledger and maintenance management are being integrated. This integration must be completed and fully tested before implementation. We are also integrating with our secondary software programs including those at the Steelback and Landfill.
3. Process Change – Many processes will change due to the new systems. The revisions to the purchasing policy include changes in how purchasing approvals are programmed into the new financial system which has taken considerable time to implement. Other process changes include the flow of documentation, payroll time capture and decentralizing of program batching. There are many minor process changes that require time to implement.
4. New Chart of Accounts – The complete chart of accounts was changed to provide more flexibility for expansion and reporting. This has taken considerable time to complete and there is the additional process of cross referencing with the current chart of accounts.

5. Financial Reporting – A Microsoft program called FRX will be used for financial reporting. The programming will be completed this summer.
6. Fixed Assets – Under the Public Sector Accounting Board (PSAB) requirements, fixed assets must be accounted for in the same manner as the private sector. We are utilizing a Microsoft Dynamics software package for fixed assets which includes depreciation calculations that is integrated with the general ledger.
7. Testing – We need additional time to test software, hardware and our communications networks under high volume conditions before we go live.
8. Training – We need the above issues completed before we have our final intense training prior to the live conversion. Training will be ongoing starting in June and right through to implementation.

Cost

There will be additional costs due to the additional programming for payroll and additional training due to the delay.

The project was originally approved by Council on January 29, 2007 at an estimated cost of \$1,200,000 with no provisions for contingencies which was very optimistic at the time. The estimated additional cost is \$144,000 or 12% above the original approval amount. We would request approval for up to \$200,000 which would include a contingency of \$56,000 for any additional costs during final implementation.

This additional funding would not impact the tax levy since the funds are being allocated from existing departmental budgets, reserves and government programs.

Funding

COMRIF 4 Grant for Asset Management Program	\$ 76,049
---	-----------

The City received a grant in 2007 from the Canada-Ontario Rural Infrastructure Program for total expenditures of \$76,049 funded by \$25,350 from Federal, \$25,349 from Ontario and \$25,350 from City funds. The City share was funded in 2007 and is in the COMRIF reserve. The program funds costs related to asset management including hardware and software. One reason for our system change was to comply with new fixed asset reporting requirements.

5(g)

Financial Software and Hardware Upgrade

2008 06 23

Page 3.

Electronic Equipment Reserve \$ 75,000

The reserve balance at December 31, 2007 was \$175,807 with \$100,000 allocated for a PC refresh as approved in the 2008 Budget. The intent of the balance of the reserve was for emergency purposes.

Finance Department Operating Budget \$ 48,951

Funded from the delayed hiring of the Financial Analyst position and reduced Departmental spending.

Total Funding \$ 200,000

In conclusion, this is a huge undertaking and involves massive change to our operations. I want to thank our Implementation Team, all our Finance staff and participating staff from City Departments for their patience and dedication to see this project to a successful conclusion.

Recommendation

The financial software and hardware upgrade project be allocated up to \$200,000 with funding from COMRIF 4 for \$76,049, the Electronic Reserve for \$75,000 and the Finance Department operating budget for \$48,951.

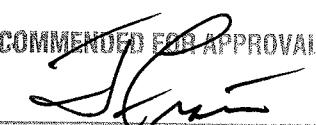
Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

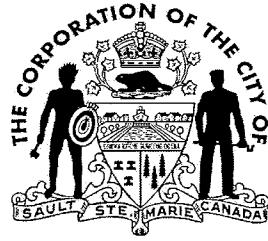
Implementation Team:

Shelley Schell, CA, Manager of Finance and Audits – Team Lead
Frank Coccimiglio, Manager of Information Technology
Scott McLellan, Manager of Budgets and Revenue
Enrico Pino, Manager of Accounting

5(h)

HUMAN RESOURCES DEPARTMENT

John R. Luszka, Commissioner
Peter Niro, Manager
Roy Dewar, Health & Safety Manager
Della-Marie Iley, Disability Case Manager



CIVIC CENTRE
99 Foster Drive,
Sault Ste. Marie, ON.
P6A 5X6
Tel: (705) 759-5361
Fax: (705) 541-7177

2008 06 23

Mayor John Rowswell
And Members of City Council

**RE: RATIFICATION – MEMORANDUM OF SETTLEMENT
CITY OF SAULT STE. MARIE (FIRE SERVICES DEPARTMENT)
CANADIAN AUTO WORKERS LOCAL 1120 (PARAMEDICS)
2008 TO 2011**

Please find attached a Memorandum of Settlement with the CAW representing our Paramedics. The Memorandum was ratified by the Union on June 4, 2008.

The key features of this settlement are:

- Wage Increases:

April 1, 2008	3%
October 1, 2008	0.75%
April 1, 2009	3%
April 1, 2010	3%

The increase keeps our wage rates competitive to attract and retain Paramedics and avoids the payment of any shift premiums and differentials that are provided within other Paramedic collective agreements.

- Improvement to Footwear Allowance

April 1, 2009 & 2010 (\$135 / \$140)

- Improvement to Vision Care

2008	\$240 / 2 years
2009	\$250 / 2 years
2010	\$260 / 2 years

Incorporates laser eye surgery within maximum amount.

- Prescription dispensing fee cap \$8.00 from \$7.00

5(h)

- Dental ODA minus 2 years (Currently minus 1 year)
- Contribution to Union Education Leave

\$750 Lump Sum

The City's Negotiating Committee unanimously recommends City Council ratification of the attached Memorandum.

Yours truly,



John Luszka
Commissioner of Human Resources

JL:ef
Attached

c.c. J. Fratesi

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(h)

MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
&

C.A.W. Local 1120

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from April 1, 2008 to March 31, 2011.
4. The following will be incorporated into the new collective agreement:

Letters Signed off by the parties:

Letter 1: Labour/Management Committee

Letter 2: Education

Letter 3: Paramedic Training

Letter 4: Certification

Letter 5: Violence Against Women and Women's Advocate

Letter 6: Disabled Employees and Modified Work

Letter 7: Health and Safety Committee

Letter 8: Workplace Harassment

Letter 9: Vacation Selection

Letter 11: Quarantine

Letter 12: Investigative Protocol

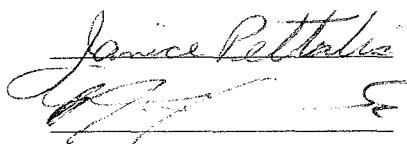
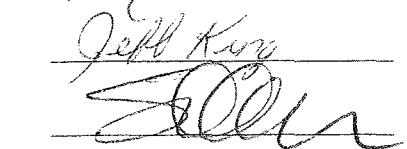
New Letter: On-going Training

Essential Services Agreement

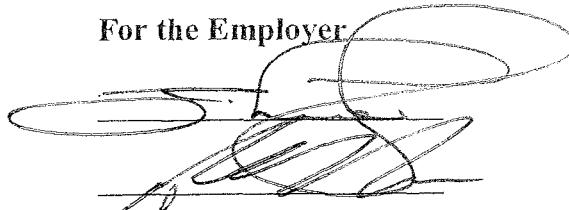
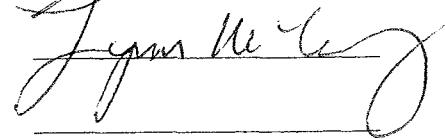
Appendix 1: Monetary Package Proposal

Signed this 22nd day of May, 2008.

For the Union

For the Employer

APPENDIX 1

CITY OF SAULT STE MARIE
&
CAW LOCAL 1120 (PARAMEDICS)

MONETARY PACKAGE

Article 17 Premium Payment

Overtime Distribution

To appear in Memorandum of Settlement only:

Currently the practice for overtime distribution is to offer overtime on a rotational basis.

Should the Department wish to change the practice, the union will be advised in advance.

17.02 Overtime

Amend existing clause to read as follows:

Employees **authorized to work more than their regular shift** will be paid at time and one-half (1.5x) their regular rate of pay for the overtime worked calculated in quarter hour segments. Employees are not considered relieved from duty until they have arrived back at their respective assigned station and authorized to leave by the Work Group Leader.

Article 18 Allowances

18:02 Uniform Allowance

To appear in Memorandum of Settlement only:

Resolved on the basis that the Uniform Committee will be reconstituted to meet with the Fire Chief to discuss uniforms.

18:03 Increase annual footwear allowance to \$135.00 effective April 1, 2009 and to \$140.00 April 1, 2010.

Amend part time employee footwear allowance to \$67.50 effective April 1, 2009 and \$70.00 effective April 1, 2010.

Article 19 Paid Holidays

19:01 Amend clause to include Family Day as a paid holiday.

19:02 Amend clause to read as follows:

1st paragraph unchanged except to read twelve (12) holidays

2nd paragraph unchanged except to read twelve (12) paid holidays...

Article 21 Health & Insured Benefits

Amend Vision Care Amount to :

\$240/24 months effective 1st of the month following ratification of the Memorandum of Settlement by the parties.

\$250/24 months effective April 1, 2009

\$260/24 months effective April 1, 2010

Vision Care Amount to include Laser Eye Surgery and eye exam up to the Vision Care Amount 24 month maximum.

The definition of Laser Eye Surgery is:

Surgical procedure using lasers to change the shape of the cornea by removing corneal tissue. The purpose is to improve vision and eliminate or minimize the need for eyeglasses or contact lenses. Performed by an ophthalmologist.

Charges are ineligible for pre or post surgery evaluations or exam/evaluation services from either the doctor performing the last surgery or an associated optometrist or other eye care provider. The intent of the benefit is to pay only toward the actual surgery fee.

- Prescription Drug Dispensing Fee Cap:

Increase to \$8.00 effective 1st of the month following ratification of the Memorandum of Settlement by Parties.

Article 21 Health & Insured Benefits (continued)

Dental:

Amend ODA to read:

"Current ODA minus two (2) years)"

Article 25 Duration

Amend to read the agreement to be effective from April 1, 2008 to 31st day of March 2011.

Schedule A

Increase PCP wage rate as follows:

Effective April 1, 2008	Increase rate expiring on March 31, 2008 by 3.0 %
Effective Oct. 1, 2008	Increase rate expiring on Sept. 30, 2008 by 0.75 %*
Effective April 1, 2009	Increase rate expiring on March 31, 2009 by 3.0%
Effective April 1, 2010	Increase rate expiring on March 31, 2010 by 3.0%

* Please note this adjustment reflects shift premiums as part of wages.

** Paramedic and Work Group Leader rates to be adjusted accordingly.

Letters of Understanding

#10

Amend to read \$750

NEW -Letter of Understanding: Advance for Pending WSIB Claim

The City proposes the introduction of a new Letter of Understanding to read as follows:

- The City will pay to a full-time employee who is unable to attend work as a result of an occupational injury/illness for which there is a pending WSIB claim, a maximum of \$1,600 per pay period for up to a maximum of two (2) pay periods.
- The employee shall be responsible for full repayment to the City of the amount paid to the employee no later than two (2) calendar weeks following the second pay period outlined above.
- The Letter of Understanding shall only be in effect on a trial basis for one (1) year following implementation in 2008. The parties agree to meet and discuss the Letter in April 2009. The Letter shall be subject to renewal only by mutual agreement of the parties.

5(h)

LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Labour/ Management Committee:

Matters such as workplace re-organization may be discussed at the Labour Management Committee as may be required from time to time.

The parties agree to meet during the term of the Collective agreement in the Labour Management forum to discuss welfare benefits and methods by which to contain the escalating costs of these benefits.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

Jeanne Pittaluga
Jeff Kersy
Doris

FOR THE CITY

S. L. S.
John Keay
Mark W. Stokoe

5(h)

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Education:

Further it is understood that the City will pay a total annual maximum of eight (8) hours at time and one-half (1.5x) for mandatory Defibrillation and Symptom Relief re-certification.

It is understood that if the above noted training is scheduled during an employee's approved vacation, the employee may request the City to re-schedule his/her vacation occurring during the date(s) of the training to an alternate date(s). Such request shall be subject to the approval of the Chief of Fire Services or designate.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

Janice Pettalis
J. S.
Jeff King
D.L.

FOR THE CITY

S. L.
Lynn Miller
W.H. Stork

5(h)

LETTER #3

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Paramedic Training

The City reserves the right to determine and schedule training. The policy of the City is where an employee is directed by the employer to attend work-related training, the employer will pay for such training in accordance with City policies.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

Janice Peltola
J.P.
Jeff King
SDA

FOR THE CITY

Shane
Jimmy Wylde
A. G. Smith
M.D. Mun

5(h)

LETTER #4

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Delete letter and incorporate as in new clause 3:04 and renumber letters accordingly.

Certification:

All employees, as a condition of employment, shall maintain all necessary certification to carry out their duties as required under provincial legislation and regulation.

It is also understood it is the sole responsibility of the employee as a condition of employment to promptly provide to the City the documentation supportive of qualifications and certification.

When the City requests from an employee verbally or in writing any documentation with respect to qualifications/certification, the employee will provide such documentation promptly. Any correspondence from the City requesting documentation from an employee will be copied to the union.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

Janice Pritchard
Dee f. S.
Paul Kuykendall
SAC

FOR THE CITY

J. H. R.
J. Lynn Heale
D. Willy Stobbe
J. H. R.

5(h)

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Violence Against Women & Women's Advocate.

The City has a policy dealing with this issue and is very sensitive to personal issues that negatively affect the employee and their attendance at work. The City actively assists victims and perpetrators of domestic violence and has a Domestic Violence policy as well as an Employee Assistance Program to help employees with this issue.

The City and the Union agree to co-operate with respect to addressing employee domestic violence issues. The Union will designate or otherwise select one of the Stewards to act as a contact person for domestic violence issues and the Steward will work with the City's Disability Case Manager with respect to these matters.

It is understood that a person who is involved in a violent or abusive domestic situation will not be subject to discipline without the employer giving consideration to the facts , of which the employer is made aware, of the individual case inclusive of medical information from a qualified medical practitioner and the circumstances surrounding the incident(s) otherwise supportive of discipline.

Also, the designated Steward will also deal with the City's Disability Case Manager with respect to Women's issues in the workplace.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

James Pettkau
Jeff Lenz

FOR THE CITY

S. J. G.
Lynn Lee
Phil W. St. John

5(h)

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Disabled Employees and Modified Work

The City recognizes its responsibility to accommodate injured and disabled employees. Also, it is accepted that the Union has a duty to co-operate with the employer's efforts and the Union will designate an individual as a contact for the City's Disability Case Manager to deal with regarding disabled employees, modified work and accommodation efforts.

The City agrees an employee may request the presence of the designated Union disability representative in meetings with the employer.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

Janice Pittala
J. Pittala
Jeff King
J. King

FOR THE CITY

John Keeler
John W. Stobie
J. Keeler

5(h)

LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Health & Safety Committee

It is mutually agreed that the parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees.

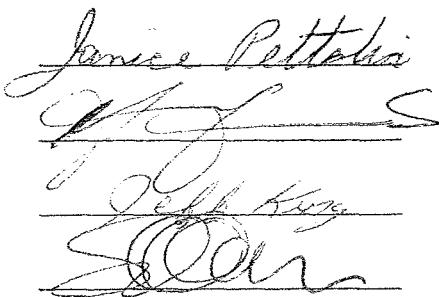
The City will make all reasonable provision for the safety and protection of the health of the employees.

The Union agrees that a Worker Representative(s) will be selected for participation in the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act.

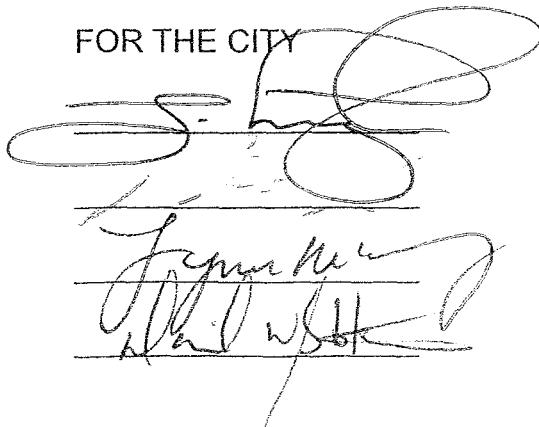
The Union agrees Worker members of the Committee will attend and participate in Joint Health and Safety meetings in accordance with the Occupational Health and Safety Act.

Signed this 9TH day of APRIL, 2008

FOR THE UNION


Janice Pettola
Jeffrey S.
Jeffrey S.
Dawn

FOR THE CITY


S. J. Smith
Janice Pettola
Dawn

5(h)

LETTER #8

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Workplace Harassment

The City and the Union are committed to ensuring the workplace is free from harassment as defined by the Human Rights Code.

The City and Union agree to co-operate in resolving harassment complaints. The City has a Code of Conduct and a Workplace Harassment policy designed to address harassment concerns. Employees who have harassment concerns are encouraged by the parties to follow the policies.

Employees who are proceeding with a harassment complaint per City policy may request the presence of a Union representative throughout the process.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

Janice Pettalia
J. Pettalia
G. King
S. Olin

FOR THE CITY

John W. Stoeckert
J. W. Stoeckert

5(h)

LETTER OF UNDERSTANDING #9

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

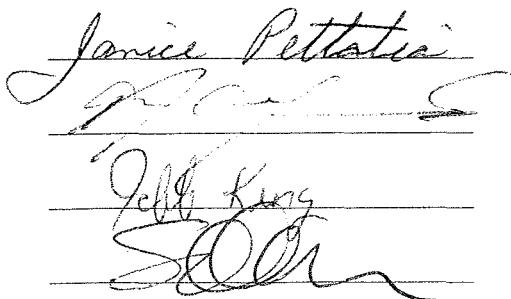
C.A.W. LOCAL 1120

Re: Vacation Selection

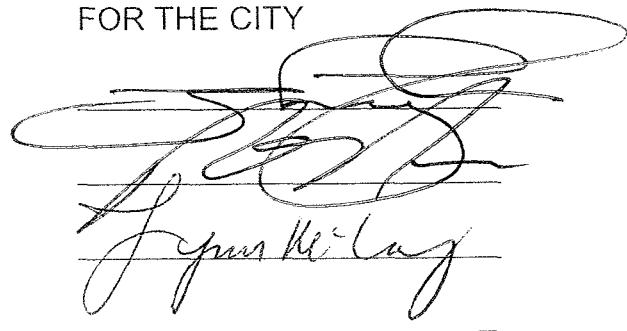
- (a) There is a separate Vacation & Statutory Holiday Schedule for each Platoon. The procedure and schedule will be kept in the Work Group Leaders' Office at #1 Fire Station.
- (b) Personnel will sign for two weeks vacation at each signing; however, these weeks do not have to be taken consecutively.
- (c) The current practice and such selection practice may be altered by the City at its sole discretion with advance notice of such change to the Union in writing prior to the vacation selection period in any given year.

Signed this 22nd day of May, 2008

FOR THE UNION


Janice Pettitie
Jeff King
SOL

FOR THE CITY


Jim McWay

5(h)

LETTER #10

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Paid Education Leave

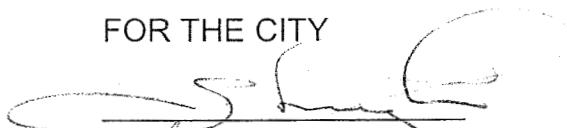
The city agrees to pay to the Union a one time lump sum payment of seven hundred fifty dollars (\$750.00) with respect to the Union Education Leave.

Signed this 4TH day of June, 2008

FOR THE UNION


Janice Petalica

FOR THE CITY


Lynn Hee

5(h)

LETTER #11

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Delete letter and incorporate as in new clause 15:06 Quarantine and renumber letters accordingly.

Re: Quarantine

Should an employee be quarantined by the Medical Officer of Health as a result of work duties, the City will maintain the employee's pay for the scheduled shifts that the employee was unable to work during the quarantine period.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

Janice Pittaluga
Jeff King
SDRI

FOR THE CITY

J. G. S.
Lynnelle
West
Opel

5(h)

LETTER #12

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Investigative Protocol

The City confirms that it supports and encourages the attendance of a representative of union when the City is meeting with an employee in an investigation that may result in disciplinary or other action against the employee.

Signed this 9TH day of APRIL, 2008

FOR THE UNION

Janice Pittakas
John King
S. O. D.

FOR THE CITY

Steve
Jordan
W. Stor
D. Far

5(h)

Collective Bargaining 2008

The City of Sault Ste. Marie

&

CAW Local 1120

April 10, 2008

Time: 0940

The City proposes the following as a New Letter of Understanding:

The City and the Union agree on the importance and value of on-going training and development of Paramedics. The City endeavours to provide appropriate training within its budgetary constraints to advance the skills of Paramedics.

Signed this 10th day of April, 2008

For the Union

James Petrucci
D. J. F. S.
Jeff Kipp
John

For the City

J. W. W.
John W. W.
P. Fisher

ESSENTIAL SERVICES AGREEMENT

THE CORPORATION OF THE CITY OF SAULT STE MARIE
&
C.A.W.

Date: April 22, 2008

The following is the Essential Services Agreement between the parties as required pursuant to the Ambulance Services Collective Bargaining Act:

PREAMBLE

Whereas the City of Sault Ste. Marie has assumed control of Land Ambulance Services on behalf of the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) effective April 1, 2002.

Whereas the Union and the City are in the process of negotiating a renewal collective agreement in accordance with the Ontario Labour Relations Act.

Whereas the parties wish to ensure the provision of essential ambulance services in the event of a strike or lockout.

Whereas the Union and City agree that the maintenance of essential services during a strike or lockout is the joint responsibility of the parties due to the fact that the absence of such services poses an immediate and serious danger to the health and safety of the public.

Whereas the Union and the City agree this Essential Services Agreement will be incorporated as an Appendix in the new collective agreement and remain in effect in the event of a strike or lockout from the date of signing.

The parties therefore agree to the following:

1. In the event of a strike or lockout as defined under the Ontario Labour Relations Act, it is understood and agreed that those employees required to work under this agreement will perform their assigned duties as outlined in Item #2 below.

Staffing and scheduling will continue to be done by the Employer and Union on a rotational basis among all paramedics for the required shifts per the Schedule provided to the employees. There will be a maximum of six (6) paramedics per platoon assigned by the Employer to work during such strike or lockout. The City agrees there shall be no lockout of employees so assigned.

2. The parties agree that the dispatch of land ambulance in the event of a work stoppage will be in accordance with the current operating procedures, practices and definitions of the Ministry of Health priority codes and dispatch from the Central Ambulance Communication Centre.

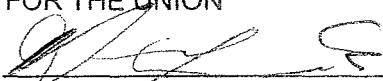
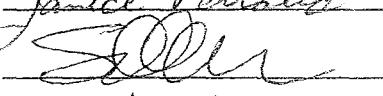
- (i) Ambulances shall respond to all Code 3 and Code 4 calls in accordance with all normal procedures.
- (ii) Code 2 calls shall be performed when a delayed or missed treatment can adversely affect the patient's condition or well being. The return portion of all scheduled Code 2 calls will be completed. Examples of Code 2 calls which shall be performed include, but not limited to; oncology treatments, cardiac diagnostic

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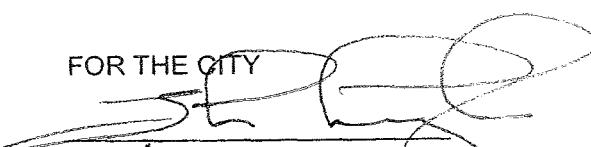
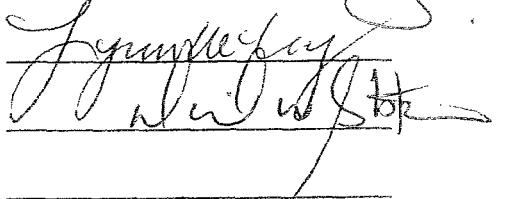
- procedures, dialysis treatment, air ambulance or commercial aircraft departures or arrivals.
- (iii) Code 1 routine deferrable transfer requests will not be booked or responded to by the paramedics for the duration of the legal strike.
3. The provisions of the Collective Agreement, upon ratification by the parties, shall continue to apply to employees during a legal strike.
4. The Union agrees that there shall be no reprisals by the Union or its members against employees who are required to work during a legal strike. The Union further agrees that neither the Union nor its members shall interfere with or attempt to interfere with the work performed by employees during a strike.
5. The Union shall ensure ambulances and Fire vehicles are allowed to pass through picket lines without stopping.
6. It shall be understood and agreed by the parties that in the event of an emergency or potential emergency as declared by the Fire Chief or designate, the Fire Chief or designate may direct any or all paramedics to work whether scheduled or not to respond to such emergency. Paramedics shall be required to report for duty and work in response to such emergency and shall be compensated for time worked with respect to such emergency in accordance with the collective agreement,

Signed this 22nd day of April, 2008

FOR THE UNION

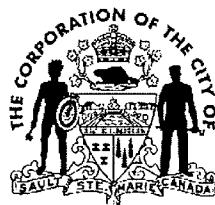

Janice Pottalis

Jeffery King

FOR THE CITY


Lynelle Fay

Neil W. Stork

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NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

June 23, 2008

Mayor John Rowswell
and Members of City Council

Leash-Free Park for Dogs

At the 2006 03 07 meeting of Council the following resolution was passed:

"Be it resolved that appropriate staff and the Parks and Recreation Advisory Committee revisit and prepare a report on the feasibility and advisability of establishing a leash-free zone for dogs either at Topsail Island or another venue; and Be it further resolved that staff liaise with the Humane Society and also solicit input from the dog-owner community and the community at large."

Attached is a report from the Parks and Recreation Advisory Committee detailing the process that was followed. At their June 12, 2008 meeting the Committee passed the following resolution:

Moved by: R. Craftchick
Seconded by: M. Kontulainen

"The Parks and Recreation Advisory Committee recommends against a leash-free dog park at Topsail Island now or in the future for the reasons listed in the accompanying report, and further recommends that the site on the municipal property next to the Humane Society be considered for a leash-free dog park pending community interest and funding." **CARRIED**

Recommendation

It is recommended that Council approve the resolution of the Parks and Recreation Advisory Committee which recommends against a leash-free dog park at Topsail Island now or in the future for the reasons listed in the accompanying report, and further recommends that the site on the municipal property next to the Humane Society be considered for a leash-free dog park pending community interest and funding.

Respectfully submitted,

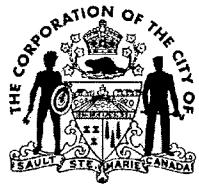
A handwritten signature in black ink, appearing to read "N.J. Apostle".

Nicholas J. Apostle
Commissioner Community Services

jb/council/leash free dog park covering rpt

cc: Parks and Recreation Advisory Committee
R. Travaglini
Legal Department
The Dog Owners Group
Cindy Ross, Manager, Humane Society

Fratesi
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer



2008 06 11

Mr. Jerry Bumbacco, Chair
Parks and Recreation Advisory Committee

Feasibility Study For A Leash-Free Park For Dogs

This report provides an update in response to a City Council resolution dated 2006 03 07:

"Be it resolved that appropriate staff and the Parks and Recreation Advisory Committee revisit and prepare a report on the feasibility and advisability of establishing a leash-free zone for dogs either at Topsail Island or another venue; and be it further resolved that staff liaise with the Humane Society and also solicit input from the dog-owner community and the community at large."

To address the resolution, the Parks and Recreation Advisory Committee appointed a sub-committee which currently includes Susan Milne, Chair, Jerry Bumbacco, Gino Cavallo and Richard Craftchick, City staff Lori Ballstadt, Recreation and Culture Division and Randy Travaglini, Parks Division, were assigned to the project. Cindy Ross, Shelter Manager, Sault Ste. Marie Humane Society, participated in several discussions involving the establishment of a leash-free park for dogs in the community. The City Legal Department also provided input and direction.

Background Information

What Is A Leash-Free Dog Park?

A leash-free dog park is an enclosed area within a city designation for the recreation of responsible pet owners and their dogs. Leash-free dog parks provide an opportunity to properly exercise dogs and offer an environment that allows for socializing with other dogs, as well as, humans.

Leash-free parks are common in many Ontario communities including Belleville, Hamilton, Kitchener, Ottawa and Toronto; however there are very few in Northern Ontario. Thunder Bay and Elliot Lake provide leash-free parks.

Public Open House

A public meeting, to receive community input regarding the establishment of a leash-free park in Sault Ste. Marie was held on October 4, 2006 at the Civic Centre. Over 40 people attended the meeting and the majority of individuals appeared to be in support of a designated leash-free area. These individuals were requested to form part of a Dog Owners' Group that would offer additional input to assist the Parks & Recreation Advisory Committee Sub-Committee in determining the feasibility of such a facility.

Community Questionnaire

A questionnaire that requested general information about a leash-free dog zone was distributed at the Public Open House and posted on the City website. Questionnaires were received from 178 residents. Of those individuals who submitted comments, approximately 90% agreed that Sault Ste. Marie needs a designated location to exercise dogs.

Dog Owners Group

The Sault Ste. Marie Dog Owners Group (D.O.G.) is represented by members who formed a committee from a larger group of approximately 60 dog owners. Spokespersons Patti McDonald and Beverly Dupuis met with the Parks & Recreation Advisory Committee Sub-Committee and staff to formalize criteria for the establishment of a leash-free area. The group was requested to contact other communities in Ontario operating leash-free dog parks for advice and information and then follow-up with a written proposal for consideration.

In April 2007, the Sault Ste. Marie D.O.G. presented a draft document titled "Consideration and Research in the Creation of a Leash-Free Dog Park." This document listed the benefits for establishing a facility, included criteria for a leash-free zone and suggested potential sites. The document served as the basis for further discussion and research.

Benefits Of A Leash-Free Dog Park

- Owners and their pets are provided with the opportunity to interact and socialize with others which helps to build a better sense of community.
- Dogs learn not to be aggressive due to the socialization process that occurs. They become good canine citizens and integrate better into society.
- A designated leash-free zone provides a solution to the issue of dogs running loose contrary to City By-Laws. The existence of a facility assists with the enforcement of dog control and contributes to a reduced number of public complaints.
- Owners and their dogs benefit from increased physical activity and overall better health.
- Leash-free zones, if located along travel corridors, provide economic benefits for the local tourism sector.

Desirable Criteria For A Leash-Free Dog Park

- Size – 2 to 3 acres minimum
- Existing or potential parking area
- Access for maintenance and emergency vehicles
- Access to washrooms and telephone
- Perimeter buffers to include water or fencing
- Natural area with vegetation and water
- Central location / year round use

The Dog Owners Group inventoried municipal parks and green space and proposed three potential sites that included Topsail Island, the green space adjacent to Bellevue Marina, and East End Park.

Land adjacent to the Sault Ste. Marie Humane Society was also proposed at the request of City staff. Members of D.O.G, the Parks & Recreation Advisory Committee Sub-Committee, a representative from the Sault Ste. Marie Humane Society and City staff toured the suggested sites and discussed the feasibility of each location.

Proposed Leash-Free Locations

1) Topsail Island

Benefits:

- Located within an existing park that is nearby to residents and accessible by tourists
- Land can be accessed for year-round use
- Property provides a variety of natural elements including grass, shade and water
- Water serves as a natural barrier on 3 sides
- Size of property meets criteria – 10 acres
- City currently cuts grass and collects garbage
- Ample parking, washrooms and emergency telephone
- Minimum start up costs for fencing
- Property provides 4 different land configurations for various options

Challenges:

- Anticipated resistance from residents
- Topsail Island is used for special events including the Bon Soo Winter Carnival and the Rotary North Dragon Boat Races
- Proposed use does not fall within the Master Strategy Plan for Bellevue Park
- Fencing will take away from the aesthetic value of the site

Costs:

- To install fencing at the entrance to the island, Option 1 – approximately \$1,000.00
- To section off the east tip of the island for partial access, Option 2 – approximately \$6,000.00
- To section off the east side of the island for partial access, Option 3 – approximately \$6,300.00
- To section off the south tip of the island for partial access, Option 4 - \$8,370.00
- Additional costs may occur pending conditions for drilling fence posts
- Additional costs for signage, benches, waste receptacles, doggy bags and dispensers

- Ongoing costs for regular maintenance

Refer to Appendix 1 to view map.

Update

The cost for all options on Topsail Island will be significantly higher than originally presented given the fact that the Legal Department has advised that property adjacent to the water requires fencing.

2) Park Property Adjacent To Bellevue Marina

Benefits:

- Located within an existing park that is nearby to residents and accessible by tourists
- Land can be accessed for year-round use
- Property provides a variety of natural elements including grass and water
- Water serves as a natural barrier on 1 side
- City currently cuts grass and collects garbage
- Ample parking, washrooms and emergency telephone

Challenges:

- Smaller space than the other proposed locations – approximately 2.3 acres
- Fencing would be required on 3 sides
- Minimal areas of shade
- Use of the wetland area will be an issue for naturalists regarding ducks and geese
- Fencing will take away from the aesthetic value of the site

Costs:

- To install fencing on 3 sides – approx. \$14,400.00
- Additional costs for signage, benches, waste receptacles, doggy bags and dispensers
- Ongoing costs for regular maintenance

3) East End Park

Benefits:

- Property is over 2 acres in size with access to nearby forest and river
- Land can be accessed for year-round use
- Property provides a variety of natural elements including grass, trees and water
- Isolated from residential areas but within walking and driving distance
- City currently cuts grass and collects garbage
- Location has excellent development potential
- Ample room for parking

Challenges:

- Not centrally located
- Currently undeveloped site
- No access to washrooms or phone
- Fencing would be required on 4 sides
- Conflict with adjacent residents may occur

Costs:

- To install fencing on 4 sides – approx. \$18,900.00
- Parking lot needs to be established
- Additional costs for signage, benches, waste receptacles, doggy bags and dispensers
- Ongoing costs for regular maintenance

4) Strathclair Property Adjacent To The Humane Society

Benefits:

- Size of property exceeds criteria
- Humane Society supports the establishment of a dog park at this site
- Land can be accessed for year-round use
- Property provides a variety of natural elements including grass and trees
- Isolated from residential areas but within driving distance
- Site is accessible for tourists and close to accommodations and restaurants
- City could provide services such as grass cutting and garbage pickup
- Location has excellent development potential
- Ample room for parking, once developed

- Accessible washrooms and telephone
- Centrally located for most residents

Challenges:

- Site may be too far from residential areas
- Limited access to washrooms and phone
- Fencing would be required on 4 sides
- Startup costs could be high dependent on required ground preparation

Costs:

- To install fencing on 4 sides – approx. \$18,900.00
- Costs to develop the parking lot would be minimal
- Additional costs for signage, benches, waste receptacles, doggy bags and dispenser
- Ongoing costs for regular maintenance

Refer to Appendix 2 to view map.

Park Management & Structure

Prior to the establishment of a leash-free dog park facility, a clear commitment is required on the part of the Dog Owners Group. The D.O.G. needs to be involved in the day-to-day management of the leash-free dog area which includes educating, monitoring, proper clean-up and ongoing self-policing.

It is essential that D.O.G. strongly supports the proposed location for a leash-free facility otherwise the park will not be properly used and maintained. The municipality will be responsible for ongoing grounds maintenance, litter pickup and inspection of the property.

Insurance and Liability

The City Legal Department has advised that the leash-free dog park facility will be insured under the existing City of Sault Ste. Marie insurance policy. No additional liability coverage is required. However, to minimize risk to the municipality, proper signage, maintenance and the enforcement of rules is critical on the part of the Dog Owners Group and City staff. Prominent signs must be placed at the entrance to the dog park for public awareness.

Individual dog owners are responsible for the behavior of their animals under the "Dog Owners' Liability Act of Ontario" and are therefore liable for any damage or harm caused by their dog while on City property.

The City of Sault Ste. Marie's current bylaw that prohibits dogs from running at large will need to be amended for the specific area identified as a leash-free dog park. Although leashes will not be required, the stoop and scoop bylaw will still apply within the facility.

Should members of the Dog Owners Group host special events or activities within the facility, participants may be requested to sign a waiver that releases the City of Sault Ste. Marie of all damages.

Funding Sources

The City Parks Division has submitted a supplementary budget request in the amount of \$25,000.00 to assist with costs to establish a leash-free dog park. These funds will offset expenses for fencing, park benches, waste receptacles and site preparation costs.

The Dog Owners Group will be required to financially support this initiative to some degree. Costs could be contributed for miscellaneous items like signage. D.O.G. hopes to secure funds primarily through park memberships, sponsorships and donations and special events.

D.O.G. has proposed an increase to the cost of municipal dog licenses in the amount of \$1.00 per license with the additional revenue being applied to the dog park facility. The Humane Society currently administers the license process and as such receives all revenues collected.

Sault Ste. Marie Humane Society

Cindy Ross, Shelter Manager, Sault Ste. Marie S.P.C.A., participated in a number of meetings between the Parks & Recreation Advisory Committee Sub-Committee and the Dog Owners Group.

From the perspective of the Humane Society, there are many benefits for the establishment of a leash-free dog park.

- A dog park provides a secure place for dogs to exercise, as well as socialize with other dogs and people
- A well socialized dog is less likely to develop behavior problems such as aggression and excessive barking, thereby reducing conflicts and complaints to animal control services
- A well managed dog will encourage responsible dog ownership

Ms. Ross also commented on the importance of people abiding by the rules for using the dog park. There should be a vaccine and licensing requirement, dogs must be leashed while entering and exiting the facility, and a "poop-and-scoop" directive should be in effect.

The Sault Ste. Marie Humane Society has no objection to the proposed use of the property adjacent to the Strathclair Sports Complex. The public is welcome to use their washroom facilities when open. Their current parking lot is often filled beyond capacity so a separate parking area for dog park users is required. Locating the park next to their operation will in fact raise the profile of the Sault Ste. Marie Humane Society.

Regardless of whether or not a leash-free park is established, the Humane Society will continue to provide patrols and enforcement of areas within the City that are being used unlawfully as leash-free zones.

Additional and Updated Information for Consideration

A second Public Open House was held on May 1, 2008 to review the proposed sites for a leash-free dog park facility.

The Parks & Recreation Advisory Committee Leash-Free Dog Park Sub-Committee has concluded that the identified park property adjacent to Bellevue Marina and East End Park are not suitable for a leash-free facility. Public preference by dog owners appears to support the Topsail Island site and should this area not be recommended, then the land next to the Humane Society may be an option.

Members of the Dog Owners Group are requesting that the leash-free dog park be established on Topsail Island and that a significant amount of property be allocated for that purpose. Some members of this group are of the opinion that dog owners currently constitute the majority of users of the island, however, there is a willingness to welcome non-dog owners.

The City Legal Department has advised that water is not an acceptable barrier for dogs on Topsail Island and fencing would be required to establish a leash-free area. The cost of permanent fencing on this property will not only be significant but also aesthetically poor.

General feedback from Sault Ste. Marie residents suggests that the Topsail Island facility remain passive in accordance with the existing Master Strategy Plan for Bellevue Park. Many people believe that the site is of greater benefit to the community if left accessible to all citizens rather than restricted primarily for the purpose of dog owners requiring property for leash-free activity.

In order for a leash-free dog park facility to operate successfully, a clear commitment is required on the part of the Dog Owners Group which involves educating, monitoring, proper clean-up and ongoing self-policing. An organized Dog Owners Group would ensure the successful management of a facility.

The \$25,000.00 supplementary request for fencing was not approved by City Council during the budget process.

It is a well established fact that dog owners will continue to use Topsail Island as a place to let their dogs run free whether or not the property is designated as a leash-free park.

Recommendation

Given the information in this document, it is therefore recommended that the following resolution be approved by the Parks and Recreation Advisory Committee and that this report be forwarded to City Council for review at their June 23, 2008 meeting.

Moved by: R. Craftchick
Seconded by: M. Kontulainen

"The Parks and Recreation Advisory Committee recommends against a leash-free dog park at Topsail Island now or in the future for the reasons listed in the accompanying report, and further recommends that the site on the municipal property next to the Humane Society be considered for a leash-free dog park pending community interest and funding."

CARRIED

Submitted on behalf of the Leash-Free Dog Park Sub-Committee,



L. Ballstadt
Supervisor Recreation & Culture

jlb/reccall/prac/dog park/feasibility study for a leash free park for dogs

cc: Cindy Ross, Manager, Humane Society
Dog Owners Group
L. Bottos, Legal Department
N. Apostle
J. Cain

attachments: Appendix 1 - Map Topsail Island
Appendix 2 - Map Site Adjacent to Humane Society

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ST. MARY'S RIVER

OPTION #1

ST. MARY'S RIVER

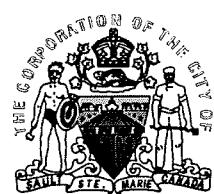
OPTION #2

ST. MARY'S RIVER

OPTION #3

ST. MARY'S RIVER

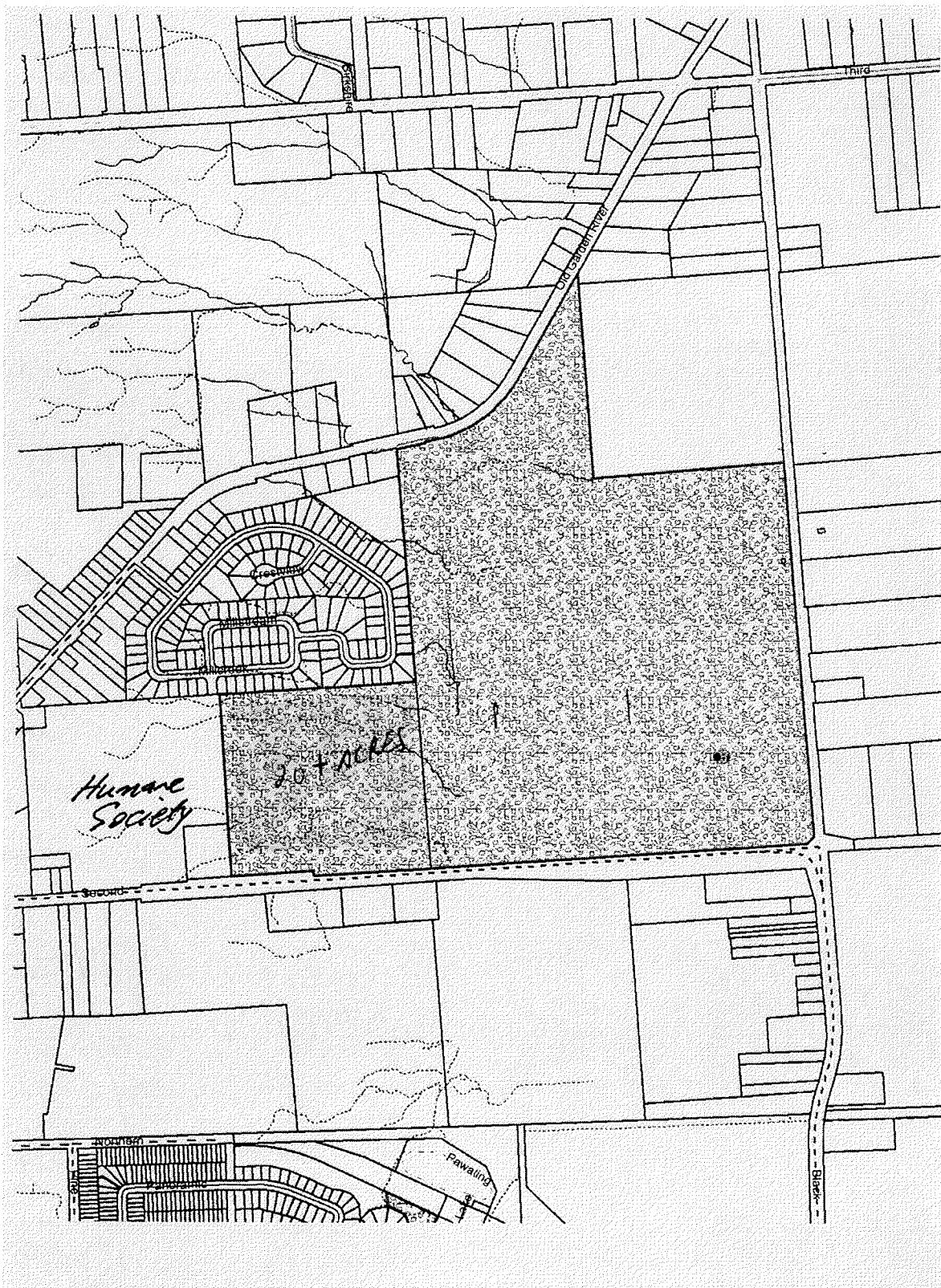
OPTION #4



TOP SAIL ISLAND
LEASH FREE AREAS

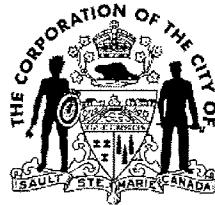
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NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

2008 06 23

Mayor John Rowswell
and Members of City Council

Skatepark Update

Background

The following was reported to City Council earlier this year:

- The cost estimate for Phase 1 is \$225,000.00 including professional fees
- Secured funding consists of \$100,000.00 from the City; \$75,000.00 from the Ontario Trillium Foundation; and \$12,000.00 from the Superior Community Skatepark Association (S.C.S.A.)
- The fund raising component is anticipated to be at least enough to cover the shortfall (\$38,000.00)
- The fundraising needs to be in place prior to the project going forward

At the April 14, 2008 City Council meeting approval was given to have staff proceed to tender Phase 1 of the skatepark project. The project should be ready to go out to tender in the next few weeks.

A major concern right now is that all of the funding is not in place for the estimated cost of Phase 1. Specifically, the fund raising efforts, at this time, are well below the target amount. The fundraising is being coordinated by the Parks and Recreation Advisory Committee Skatepark Sub-Committee along with the S.C.S.A. and a few volunteers. Recently the President of the Youth Association, Mr. Alvin Olar joined the fundraising efforts, thus providing added assistance. The fundraising campaign has recently begun and therefore they are not within reach of their target amount. The Committee remains optimistic that they will be able to meet their targeted goal as their campaign now enters high gear.

Since, at this time, fundraising is well below the target amount, the tender will be postponed until either the fundraising efforts have reached their goal or the campaign ends. In any case, a further report will be coming back to City Council.

All of which is respectfully provided as information.

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Nicholas J. Apostle
Commissioner Community Services

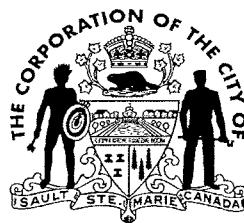
li/css admin/council/report to Council SkatePark Update

cc: Parks and Recreation Advisory Committee
P.R.A.C. – Skatepark Sub-Committee

RECOMMENDED FOR APPROVAL
A handwritten signature in black ink, appearing to read "Joseph M. Fratesi".
Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

Don J. Elliott, P. Eng.
Director of Engineering Services



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378
Fax: (705) 541-7165

5(k)

2008 06 23

Mayor John Rowswell
Members of City Council

**Re: Environmental Assessment
North/South Access between Second and Third Line**

The Transportation Master Plan (2002) identified the capacity of Great Northern Road as a major issue for the City. In order to address this problem, the City has successfully completed two environmental assessments; one for Third Line and the other for the Pine Street extension. Both projects are in the five-year capital construction plan for construction between 2009 and 2011. The construction of southbound and westbound right turn lanes at Great Northern Road and Second Line will also help ease congestion on this corridor.

There is no north-south connection from Second Line to Third Line between People's Road and Great Northern Road. Alternatives would include, but not be limited to, the extension of North Street or Sackville Road to Third Line. Such a connection would further ease congestion on Great Northern Road, especially when combined with the Third Line extension. In order to determine the preferred solution to the problem, a class environmental assessment is required. Council is no doubt aware that an environmental assessment can take several years. Accordingly, it is in order to begin that assessment now.

Consulting Engineering services for Class Environmental Assessments is available from several local firms. In accordance with the procedure for retaining consulting engineers approved in a report dated 2003 10 20, the Engineering & Planning Department recommends that the firm of Kresin Engineering be retained to conduct this environmental assessment. The actual cost for an environmental assessment is extremely difficult to estimate. An allowance of \$25,000 has been approved in the 2008 Miscellaneous Construction Budget for this purpose.

It is recommended that Kresin Engineering be retained to conduct a Municipal Class Environmental Assessment for North/South access between Second Line and Third Line, west of Great Northern Road, with funds from the Miscellaneous Construction Budget.

Respectfully submitted,

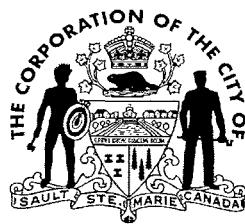
Don J. Elliott, P. Eng.
Director of Engineering Services

Recommended for Approval:

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

Jerry D. Dolcetti, RPP
Commissioner

Don J. Elliott, P. Eng.
Director of Engineering Services



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378
Fax: (705) 541-7165

5(1)

2008 06 23

File: 4.140.8

Mayor John Rowswell
Members of City Council

Re: Biannual Bridge Inspections – Engineering Agreement

At the 2008 06 09 meeting, Council approved retaining the firm of M. R. Wright and Associates to perform the biannual bridge inspection services and reports.

Bylaw 2008-126 authorizing execution of an engineering agreement will be found elsewhere on the agenda and is recommended for approval. The upset limit in the agreement for the services excluding GST is \$33,000.

Respectfully submitted,



Don J. Elliott, P. Eng.
Director of Engineering Services

/bb

Recommended for Approval:



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

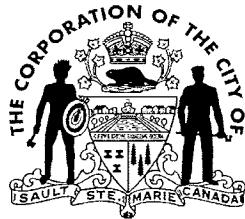
Joseph M. Fratesi
Chief Administrative Officer

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Jerry D. Dolcetti, RPP
Commissioner

Don J. Elliott, P. Eng.
Director of Engineering Services



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378
Fax: (705) 541-7165

2008 06 23

File: 4.140.1

Mayor John Rowswell
Members of City Council

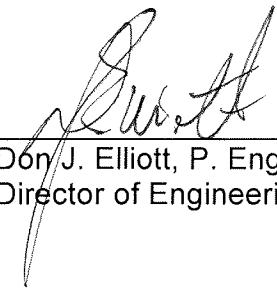
Re: 2008 Bridge Rehabilitation – Engineering Agreement

At the 2008 06 09 meeting, Council approved retaining the firm of M. R. Wright and Associates to provide design and contract administration services for the widening of four single lane bridges. These are bridges that are not perimeter bridges, that we share with the Township of Prince.

Bylaw 2008-127 authorizing execution of an engineering agreement will be found elsewhere on the agenda and is recommended for approval. The upset limit in the agreement for the services excluding GST is \$120,000.

Respectfully submitted,

Recommended for Approval:



Don J. Elliott, P. Eng.
Director of Engineering Services



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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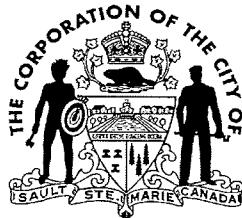


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(n)

Jerry D. Dolcetti, RPP
Commissioner

Don J. Elliott, P. Eng.
Director of Engineering Services



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378
Fax: (705) 541-7165

2008 06 23

Our File: Contract 2008-7E & 2008-8E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2008-7E
GREAT NORTHERN ROAD RESURFACING (FOURTH LINE TO FIFTH LINE) &
CONTRACT 2008-8E
GREAT NORTHERN ROAD/SECOND LINE NORTHEAST QUADRANT RIGHT TURN LANE**

Contract 2008-7E

Tenders received for Contract 2008-7E were opened at a public meeting on Wednesday, June 11, 2008 in the Steelton Room of the Civic Centre. Present at the opening were City staff and contractor representatives.

The contract calls for the resurfacing of Great Northern Road from Fourth Line to Fifth Line including rejuvenating the existing pavement and placing a new layer of hot mix asphalt on the surface. A total of two (2) tenders were received. Each tender has been checked as shown on the attached sheet. The low tender of **\$1,130,026.50** is above the engineering estimate of **\$1,050,000.00**. When the Provincial Connecting Link Grant of \$787,500.00 is removed, the City cost to complete this project is **\$342,526.51**.

Contract 2008-8E

Tenders received for Contract 2008-8E were opened at a public meeting on Thursday, June 5, 2008 in the Biggings Room of the Civic Centre. Present at the opening was Councilor Pat Mick as well as City staff and contractor representatives.

The contract calls for construction of a 200 metre right turn lane at the northeast quadrant of Great Northern Road and Second Line East. A total of two (2) tenders were received. Each tender has been checked as shown on the attached report from Kresin Engineering. The low tender of **\$232,582.91** is below the engineering estimate of **\$249,835.99**. When the PUC relocation and related engineering costs are added and the Provincial Connecting Link Grant of \$356,250.00 is removed, the City cost to complete this project is **\$91,332.91**.

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2008 06 23
Page two

Summary

Contract 2008-7E

Less Provincial Grant	\$ 1,130,026.50
City Share	(787,500.00)
	\$ 342,526.50

Contract 2008-8E

Utility Relocation Costs	\$ 232,582.91
Engineering	150,000.00
Less Provincial Grant	65,000.00
City Share	(356,250.00)
	\$ 91,332.91

Total City Cost for 2008 Connecting Link Project

\$ 433,859.41

Recommendation

The combined City costs to complete these two Connecting Link projects is **\$433,859.41**, which is below the approved 2008 Connecting Link budget of **\$500,000.00**. Accordingly, we recommend Contract 2008-7E be awarded to Ellwood Robinson Limited and Contract 2008-8E be awarded to Pioneer Construction Inc.

By-law **2008-123** authorizing execution of Contract 2008-7E and By-law **2008-124** authorizing execution of Contract 2008-8E have been placed on the Agenda for your consideration.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al
attachments

Recommended for approval,

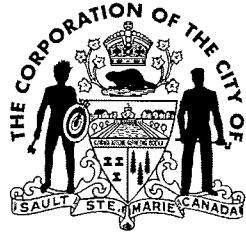


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(n)



2008 06 23

Our File: Contract 2008-7E

CONTRACT 2008-7E

GREAT NORTHERN ROAD RESURFACING NORTH OF FIFTH LINE TO FOURTH LINE

LIST OF BIDDERS

CONTRACTOR	TOTAL BID PRICE
Ellwood Robinson Limited	\$1,130,026.50
Pioneer Construction Inc.	\$1,159,279.15

June 11, 2008
Ref. No. 0323.02

City of Sault Ste. Marie
Civic Centre
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Attention: **Mr. Carl Rumiell, P.Eng.**
Design and Construction Engineer

Re: **Great Northern Road and Second Line Intersection**
Northeast Quadrant Right Turn Lane
City Contract 2008-8E

Dear Mr. Rumiell,

We have reviewed the tenders received at the Sault Ste. Marie Clerk's Office on June 5, 2008 for the above-noted Contract and present herein our Tender Report and Recommendations.

1.0 Introduction

The contract generally consists of supplying all materials, labour and equipment necessary for the construction of about 200 metres of right turn lane at the Great Northern Road and Second Line intersection northeast quadrant right turn lane.

The contract was publicly advertised in The Sault Star on Saturday, May 17, 2008. As per the tender ad, tender documents were made available to contractors who provided the required refundable deposit of \$50.00. There were a total of two (2) plan takers. Documents were also provided to the Sault Ste. Marie Construction Association.

During the tender period, various inquiries from plan takers were received regarding the technical specifications and drawings. One (1) Addendum was issued to provide clarification on issues which arose during the tender period.

2.0 Summary of Tenders

Two (2) bids were received at the City Clerk's office prior to the tender closing deadline of 3:00 p.m. on Thursday, June 5, 2008. The tenders were publicly opened at 3:15 p.m. on the same day in the Civic Centre's Biggins Room. At the time of the opening, the tenders were read publicly and were reviewed to ensure the submissions were in general compliance with the tender documents including the required tender deposit (ie. \$20,000.00 certified cheque). Both tender deposits were retained by the City for return to the bidders at a later date.

The following were the results in ascending order of bid price, excluding GST:

Contractor	Total Tender Value
1. Pioneer Construction Inc.	\$232,582.91
2. Ellwood Robinson Limited	\$295,585.70

The tender prices include an allowance of \$20,000.00 for contingencies (unforeseen extras). The Engineer's pre-tender estimate for this contract was \$249,835.99 excluding GST.

Following the tender opening, the submissions were brought to KEC's office for a detailed review including checking for any mathematical errors that would result in a change to the tender prices.

The original copies of each Tender Submission are enclosed with this Tender Report and a copy of the Engineer's estimate is attached in Appendix 1.

3.0 Tender Review

The tenders were reviewed in detail with respect to requirements set out in the Information for Tenderers and the requirements identified in the Form of Tender.

The following specific comments were noted from the review of the tenders:

1. Both tenders submitted were properly executed with the bidder's signature and witnessed and/or sealed.
2. Both tenders were checked for mathematical errors; none were found.
3. The Instructions to Tenderers indicated that all tenders were to include a \$20,000.00 bid deposit, in the form of a certified cheque. Both bidders complied with the submission of a certified cheque in the specified amount.
4. The tender documents called for submission of Statements 'A' to 'D' which outline the tenderers' work experience, staff, available construction plant and proposed sub-contractors. Both bidders complied.
5. A Statement of Canadian Content was also required to be completed and submitted with the bids, each Tenderer properly completed this Statement.
6. The tenderers were required to submit an Agreement to Bond certifying the Contractor can obtain the required Performance and Labour and Material Payment bonds. Both tenderers complied.

7. Both tenderers were required to acknowledge receipt of Addenda. Both bidders acknowledged receipt of the one (1) addendum issued.

4.0 Discussion

From our review of the bids received for this contract, we note that both submissions were in compliance with the requirements outlined in the tender documents.

Both bidders seem to have the necessary experience and background with similar projects as outlined on Statement 'A' provided with each tender. With respect to the low tenderer, Pioneer Construction Inc., they have successfully completed numerous similar contracts in the past, many in Sault Ste. Marie.

The low tender amount of \$232,582.91 (excluding GST) is approximately 7% below the engineer's pre-tender estimate of \$249,835.99. The estimate was developed based on contract prices from City construction jobs in 2007.

5.0 Recommendations

Based on our review of the tenders submitted and specifically the low tender submitted by Pioneer Construction Inc., we believe the prices quoted are reasonable for the proposed work under Contract 2008-8E. Furthermore, based on our knowledge of their related experience, it is our opinion that Pioneer Construction Inc. is capable of carrying out and completing the work under this contract. We recommend that the tender submitted by Pioneer Construction Inc. in the amount of \$232,582.91 (plus GST) be accepted for award.

Attached please find a Draft Form of Agreement for your review.

We further recommend that the Tender Deposit from Ellwood Robinson Limited be returned if and when a contract has been properly and fully executed by Pioneer Construction Inc.

Please call should you have any questions or require further elaboration / clarification regarding this Tender Report.

Yours very truly,
Kresin Engineering Corporation



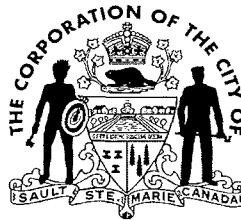
Michael Kresin, P. Eng.
Consulting Engineer

Encl.
0323.02 mk tender report

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Jerry D. Dolcetti, RPP
Commissioner

Don J. Elliott, P. Eng.
Director of Engineering Services



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378
Fax: (705) 541-7165

2008 06 23

Mayor John Rowswell
Members of City Council

Re: Purchase of Computer Server – Building Division

Council, as part of the 2007 budget year, approved \$21,000 for the purchase of laptop computers and related software, etc. for the Building Inspectors. The computers will assist the inspectors in doing their job more efficiently and providing improved service to the contractors/residents.

The budget has been expended and in accommodating some of the procedural applications using the City server, it was determined by the I.T. Department that some of the software needed by the inspectors would be better handled by installing a server independent of the City's. The expenditure for this is approximately \$3,000 and funds can come from the Building Permit Fees Reserve Fund.

If this had been known earlier, Staff would have included the request as part of the 2008 Budget.

Recommendation:

That Council approved this expenditure up to \$3,000 from the Building Permit Fees Reserve Fund in order to purchase a computer server for the Building Division.

Respectfully Submitted by,

A handwritten signature of Jerry D. Dolcetti.

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

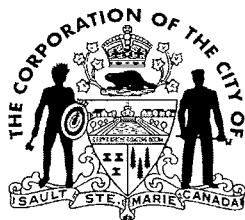
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RECOMMENDED FOR APPROVAL
A handwritten signature of Joseph M. Fratesi.
Joseph M. Fratesi
Chief Administrative Officer

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Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

Tel: (705) 759-5410
Fax: (705) 541-7165

2008 06 23

Mayor John Rowswell
Members of City Council

Re: New Building Bylaw & Revised Permit Fees

Introduction

Recent changes to the Building Code Act and the issuance of the new 2006 Building Code, has prompted the Building Division to conduct a review of the current Building Bylaw and Fee Schedule.

The Building Code Act introduced mandatory qualification of Building Officials as well as qualification requirements for Plans Designers. Along with this qualification requirement, time limits were imposed for the permit review process that begins with receipt of the complete application. Some changes to the Building Bylaw are needed to reflect permit application requirements for each permit type.

Proposed Changes

The changes to the Building Bylaw are as follows:

- Delegation of authority to the Chief Building Official to approve Conditional Permits. Previously this authority, unless otherwise stated, had to be brought to Council for approval. This would serve to streamline the process and avoid any delays in construction;
- Objective-Based Solution provision, allowing a designer to demonstrate a new method of Code compliance to achieve an equal level of compliance to the existing prescriptive requirements of the Code. Provisions have been added to the bylaw to accommodate this process;
- Construction fencing provision at construction sites. This limits access for the general public, thereby providing a level of protection to the public where it is deemed to be of concern.

The most significant change to the Building Bylaw would be the fee structure. The Building Division has experienced a considerable increase in demand for services resulting in an increased number of permits issued and consequently, a fee surplus. Our method of fee calculation was based on the value of the construction project. We had reviewed a survey of other large Ontario municipalities and 95% are using a "service index" per square meter of constructed area to calculate permit fees. The service index is calculated to best represent the cost of the service provided, and is supported by Staff.

Recent changes to the Building Code Act and Regulations made it clear that fees collected for Building Inspection and Plans Examination services, should only be used by the municipality for costs in providing those services. Also included, are expenses and charges of rent and associated services and utilities that can be applied to its operation. Utilization of these costs, further reduce the surplus. Preliminary revenue estimates are in the range of \$45,000 annually to the City.

Building Division's projected budget for 2008 is \$744,585, while the cost of Building Code enforcement is estimated at \$556,996.70 and Bylaw enforcement at \$187,588.30.

Anticipated revenue, based on a 5-year average, is \$686,828 (Appendix 1). Since permit fees cannot be used to cover Bylaw enforcement, we anticipate a fee revenue surplus of \$129,881.30 (Appendix 2).

Any fee surplus must be held in a reserve account to be used for future Building Code enforcement. While there is a carryover effect of fee's for larger projects from one year to the next, the costs to provide building inspection services may be spread over several years (ie: the hospital project which will run to 2010) and aftercare and follow-up will last several years thereafter.

As we are currently carrying a fee surplus and based on projected future costs, there appears to be room for a slight downward fee adjustment. The attached Schedule A of Building Bylaw 2008-25, reflects the proposed adjusted fee schedule. In comparison to other large Ontario municipalities, our fees were decreased in three categories to meet the provincial average and remained relatively the same in the other three construction classifications, to be at the Provincial average. The minimum fee charged for any building permit was increased from \$20 to \$50, which is still below the Provincial average of \$75.

As the service index calculation method is being recommended, "flat fees" have been set for certain types of permits. These were adjusted to reflect the true cost of service provided, ie: equipment foundation permits, mainly issued for industrial applications. The proposed new "flat fee" of \$50 plus \$2/square meter of foundation, would better represent the costs in providing our services.

While an overall revenue reduction is expected, the amount is difficult to project when switching to the service index method of calculation. However, a 15% reduction in residential permit fees translates to a reduction of 6.3% in overall revenue. Added to other reductions, it is estimated that the 2008 revenue may be reduced by a total of 10% or \$618.146, still leaving a surplus of \$61,149 for the 2008 budget year.

New Hire – Bylaw Enforcement Officer

The revenue surplus from previous years, added to the anticipated fee surplus for 2008, provides the Building Division with an opportunity to consider staffing alternatives. Bylaw enforcement costs for 2008 are \$187,588.30 and the Enforcement portion of the budget currently has a surplus. The task of Bylaw enforcement can be transferred from the Building Inspectors to a new position of Bylaw Enforcement Officer. Approximately 30% of the inspectors time is currently spent on Bylaw enforcement. By assigning more time to Building enforcement and using the surplus fees, the cost of adding a Bylaw Enforcement Officer

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would be almost revenue neutral. There have been some concerns in this area and in our ability to provide a comprehensive service given existing staffing levels. Council has supported this measure in its' willingness to approve hiring for this position. Adding this position to the Building Division's team would offer a more complete package by having the Officer focus primarily on Bylaw enforcement.

Recommendations:

That Council accept this report as information and at the 2008 07 07 meeting, the Public be invited to make representation / comment with regards to the Building Permit Fee structure, and further that at that Public meeting, Council will be asked to approve the following:

1. To amend the Building Bylaw to reflect the recent changes to the Building Code Act;
2. Amend the Permit Fee structure to be based on a service index calculation method; and
3. Approval to proceed on advertising for the new position of Bylaw Enforcement Officer.

Respectfully submitted,



Don W. Maki, CBCO
Chief Building Official

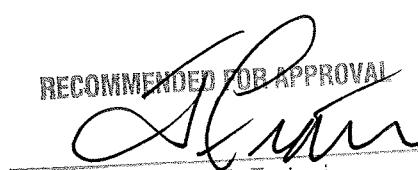
Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

/bb
Attach.

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RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5 Year Average Of Construction Values

	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Institutional</u>	<u>Total</u>
2003	20,695,444 43%	18,539,119 39%	1,454,161 3%	7,299,444 15%	47,988,168
2004	24,367,372 53%	4,054,320 9%	4,167,307 9%	13,217,565 29%	45,806,564
2005	27,991,721 37%	4,718,017 6%	10,380,700 14%	32,020,308 43%	75,110,746
2006	21,422,066 45%	12,329,934 26%	2,608,943 6%	11,027,943 23%	47,388,236
2007	31,115,557 13%	19,784,753 9%	2,897,412 1%	177,183,996 77%	230,981,718
4 yr. Avg.	44%	20%	8%	28%	

Permit Revenue/Expenditures 5 Year

<u>Year</u>	<u>Total Revenue</u>	<u>Est. Building Permit Fee Revenue</u>	<u>Total Expenditures</u>	<u>Bldg. Code Exp. 30/70</u>	<u>Building Permit Fee Surplus</u>
2003	540,382	479,882	619,281	433,503	46,389
2004	635,382	458,065	598,912	419,238	38,827
2005	651,108	751,107	645,094	450,865	300,242
2006	599,566	473,882	639,044	447,330	26,552
2007	2,549,142	2,309,817	743,451	563,465	1,788,402

2008 Budget Expenses

Appendix 2

Total 2008 budget permit revenue	=	\$666,500.00
Total 2008 budget expenses	=	744,585.00
Total wages & benefits expenses	=	676,665.00
Total other divisional costs	=	<u>66,920.00</u>
Total	=	\$744,585.00
Cost Centre 1 – Other Expenses		
Estimated cost for all other expenses	=	\$ 66,920.00
Cost Centre 2 – Wages & Benefits for		
Chief Building Official		
1 Office Clerk		
6 Inspectors	=	\$498,729.00
Cost Centre 3 – Wages & Benefits for		
Coordinator of Plans Examination		
2 Plans Examiners	=	\$178,936.00
Building Code Act Enforcement Costs	=	
70% of cost centre 1 = $66,920 \times 70\%$	=	\$ 46,844.00
70% of cost centre 2 = $498,729 \times 70\%$	=	\$347,110.30
90% of cost centre 3 = $178,936 \times 90\%$	=	<u>\$161,042.40</u>
Total	=	\$556,996.70
By-Law Enforcement Costs	=	
30% of cost centre 1 = $66,920 \times 30\%$	=	\$ 20,076.00
30% of cost centre 2 = $498,729 \times 30\%$	=	\$149,618.70
10% of cost centre 3 = $178,936 \times 10\%$	=	<u>\$ 17,893.60</u>
Total	=	\$187,588.30
Average permit revenue over last 5 years (excluding hospital revenue)	=	\$686,828.00
Estimated 2008 Budget Building Code Act Expenditures	=	\$556,996.20
Estimated 2008 Permit Fee Surplus	=	\$129,881.30
5 year average revenue –		
2008 Building Code Act Expenditures		

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-125

BUILDING: (B.1.1) A by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie.

Whereas Section 7 of the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended, empowers Council to pass certain by-laws respecting construction, demolition and change of use permits and inspections.

And whereas Section 3.(1) of the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended empowers Council to be responsible for the enforcement of the Act in the municipality, excepted where otherwise provided by this Act, 2002;

And whereas By-Law No. 2004-210 appoints a Chief Building Official and Inspectors for the City of Sault Ste. Marie as per Section 3.(2) of the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended.

Now therefore, The Corporation of the City of Sault Ste. Marie enacts as follows:

1.0 SHORT TITLE

This By-law may be cited as the "Building By-law".

2.0 DEFINITIONS

In this by-law,

- (a) "Act" means the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended;
- (b) "as constructed plans" means as constructed plans as defined in the Building Code;
- (c) "architect" means a holder of a license, a certificate of practice, or a temporary license under the Architect's Act as defined in the building code;
- (d) "building" means a building as defined in Section 1(1) of the Act;
- (e) "building code" means the regulations made under Section 34 of the Act;
- (f) "Chief Building Official" means the Chief Building Official appointed by the by-law of The Corporation of the City of Sault Ste. Marie for the purposes of enforcement of the Act;
- (g) "Corporation" means The Corporation of the City of Sault Ste. Marie; ;
- (h) "farm building" means a farm building as defined in the building code;
- (i) "permit" means written permission or written authorization from the Chief Building Official to perform work regulated by this by-law and the Act, or to change the use of a building or part of a building or parts thereof as regulated by the Act;
- (j) "plumbing" means plumbing as defined in Section 1(1) of the Act;
- (k) "professional engineer" means a person who holds a license or a temporary license under the Professional Engineer's Act; and
- (l) "prescribed value" means the value as determined by the Chief Building Official, including the value of proposed building or designated structure including the total value of all work, labour, equipment, overhead services and materials with respect to the proposed construction and including all professional and related services.

- 2.1 Terms not defined in this by-law shall have the meaning ascribed to them in the Act or the Building Code.

3.0 CLASSES OF PERMITS

The following classes of permits are described in detail together with their respective fees in Schedule "A" appended to and forming part of this by-law:

- (a) building permit;
- (b) partial permit;
- (c) occupancy permit;
- (d) sewer permit (storm & sanitary);
- (e) sign permit;
- (f) portable sign permit;
- (g) plumbing permit;
- (h) demolition permit;
- (j) change of use permit;
- (k) conditional permit;
- (l) transfer permit; and
- (m) re-inspection permit.

4.0 PERMIT APPLICATIONS & ISSUANCE

4.1 Permit Applications

The owner or agent shall file an application in writing for any class of Permit to the Chief Building Official, by completing the prescribed form available from the Chief Building Official and shall supply any other information relating to the application deemed as required by the Chief Building Official. The prescribed form shall be as set out in Schedule "C", Form 1 to this By-Law.

4.2 Detail in Application for All Permits

Every Permit application, with the exception of Change of Use Permit Applications, shall be filed on the prescribed form set out in Schedule "C", Form 1 to this by-law and must:

- (a) identify and describe in detail the work, use and occupancy to be covered by the Permit for which the application is made;
- (b) identify and describe in detail the existing uses and the proposed use(s) for which the premises are intended;
- (c) describe the land on which the work is to be done, by a description that will readily identify and locate the site on which the work covered by the Permit is to occur, e.g. civic address, legal description, lot measurements;
- (d) be accompanied by two (2) sets of plans and specifications as described in Schedule "B" to this by-law;
- (e) be accompanied by the required fees in accordance with Schedule "A" to this by-law;
- (f) state the name, address, telephone number and facsimile number of the Owner, Applicant, architect, engineer or other designer, and the constructor or person hired to carry out the work covered by the Permit;
- (g) in circumstances where Section 1.2. Division C Part 1 of the Building Code applies, be accompanied by a signed "Commitment To General Reviews By Architect and Engineers" form as set out in Schedule "C", Form 3 to this by-law;
- (h) include, where applicable, the registration number of the builder or vendor as provided for in the Ontario New Home Warranties Plan Act;
- (i) state the estimated value of the proposed work, including consulting fees, material and labour;
- (j) be signed by the Applicant; and
- (k) include any documents establishing compliance to applicable law as set out in article 1.4.1.3. Division A Part 1. OBC.

4.3 Detail in Application for Demolition Permits

In addition to the requirements of Section 4.2 of this by-law, every application for a Demolition Permit may, at the discretion of the Chief Building Official:

- (a) require the Applicant to enter into an agreement and provide sufficient financial security, as determined by the Chief Building Official, to allow the municipality to complete the demolition should the Applicant not complete the demolition within the time frame specified in the agreement; and/or
- (b) require the Applicant to fence the demolition site to the satisfaction of the Chief Building Official as described in section 9 of this By-Law.
- (c) in circumstances where Section 1.2. Division C Part 1 of the Building Code applies, be accompanied by a signed "Commitment To General Reviews By Architect and Engineers" form as set out in Schedule "C", Form 3 to this by-law.

4.4 Detail in Application for Partial Building Permits

In addition to the requirements of Section 4.2 of this by-law, every Partial Building Permit application must comply with the following requirements:

- (a) Every Partial Building Permit application must include:
 - (i) an application and the required fees for the entire project; and
 - (ii) plans and specifications covering the part of the work for which more expeditious approval is desired, together with such information, plans and specification pertaining to the remainder of the work as may be required by the Chief Building Official.
- (b) A written statement from the Applicant setting out the time period wherein full plans and specifications and any other such documents which may be required, will be submitted for review and approval of the complete building construction.
- (c) Every Partial Building Permit application shall be subject to conditions as determined by the Chief Building Official and shall not be construed as an authorization of the complete project.
- (d) In circumstances where Section 1.2. Division C Part 1 of the Building Code applies, the Partial Building Permit application shall be accompanied by a signed "Commitment To General Reviews By Architect and Engineers" form as set out in Schedule "C", Form 3 to this by-law.

4.5 Detail in Application for Conditional Building Permits

In addition to the requirements of Section 4.2 of this by-law, every Conditional Building Permit application must contain:

- (a) a written statement from the Applicant explaining the reasons why the Applicant believes that unreasonable delays in construction would occur if a Conditional Permit is not granted;
- (b) a written acknowledgement from the Applicant of the necessary approvals which must be obtained in respect of the proposed construction and the time period in which such approvals are proposed to be obtained by the Applicant; and,

- (c) a written agreement, in the form provided by the Chief Building Official, executed by the Applicant, the Owner and all other persons that the Chief Building Official considers appropriate for the purposes set out in clause 8.-(3)(c) of the Act.

4.6 Detail in Application for a Plumbing Permit;

In addition to the requirements of Section 4.2 of this by-law, every plumbing permit application may contain:

- (a) include plans showing the location of all drain, waste, and vents of proposed plumbing if required by the Chief Building Official;
- (b) plumbing permit may only be granted to a licensed plumbing contractor, or their authorized agent or a owner of a single family dwelling who undertakes the plumbing work on the premises in which he or she resides.
- (c) Exception: No plumbing permit shall be required for:
 - (i) repairing or the replacement of a valve faucet or fixture;
 - (ii) repairing a leak or forcing out a stoppage; or
 - (iii) the replacement of a hot water tank.

4.7 Delegation to Chief Building Official

The Chief Building Official is authorized to execute the written agreement referred to in Section 4.5(c) of this by-law on behalf of the Corporation where;

- (a) the Applicant has complied with Section 4.5; and,
- (b) The Chief Building Official is satisfied that the compliance required under Section 8 of the Act has been achieved.

4.8 Contents of Agreement

The Chief Building Official may require financial securities be provided to the Corporation as a condition for issuance of a Conditional Permit.

4.9 Registration of the Agreement

Where deemed necessary by the Chief Building Official, the agreement referred to in Section 4.5(c) of this by-law may be registered on title to the lands upon which is located or will be located the building (or part of a building) for which the application for Permit has been made.

4.10 Detail in Application for Change of Use Permits

Every application for a change of use Permit issued under subsection 10.-(1) of the Act shall be submitted to the Chief Building Official on a "Change of Use" application form as set out in Schedule "C", Form 2 to this by-law, and must:

- (a) describe the building or part of a building in which the use is to be changed, by a description that will readily identify and locate the building;
- (b) identify and describe in detail the existing and proposed use of the building or parts of the building in which the application for a Permit is made;
- (c) include plans and specifications which show the current and proposed use of all parts of the building, and which contain sufficient information to establish compliance with the requirements of the Building Code including,

floor plans, details of wall, floor and roof assemblies identifying required fire resistance rating and load bearing capacities;

- (d) be accompanied by the required fee; and
- (e) be signed by the Owner or his or her authorized agent; who shall attest or affirm the truth of the contents of the application.

4.11 No Implied Future Permits

The Chief Building Official shall not, by reason of the issuance of a Conditional Permit or Partial Permit be under any obligation to grant any further Permits.

4.12 Material Changes after Permit Issued

Should a Permit Holder wish to make any material change to any plan, specification, document or other information on the basis of which the Permit was issued, the Permit holder must file an application for revision to the Permit. The provisions of Sections 4.0 and 5.0 of this by-law apply to the application for revision as if the application was entirely new.

4.13 Incomplete Applications

All Permit applications must contain the information required pursuant to this Article. In addition, an application is considered to be incomplete where the Chief Building Official determines that the proposed work or change of use will not comply with the Act, the Building Code, or any other applicable law. The Chief Building Official may refuse an application if anything required by this Section or Section 5.1 is omitted or submitted in an incomplete or unsatisfactory state at the time of application.

4.14 Abandoned Applications

An application for a Permit is considered to have been abandoned by the Applicant where:

- (a) the application is incomplete and remains incomplete six months after it was submitted; or
- (b) the application is complete, a Permit is available to be issued, and six months have elapsed from the date upon which the Corporation made notification of the Permit availability to the Applicant.

4.15 Transfer of Permits

Where a property, which is the subject matter of a Permit, is sold the new Owner may obtain transfer of the Permit into his or her name only upon completing a Permit application and paying the administrative transfer fee prescribed in Schedule "A" to this by-law. The new Owner shall then be the Permit Holder for the purposes of this by-law, the Act and the Building Code.

4.16 Revocation of Permits

The Chief Building Official, subject to provisions outlined in subsection 8.-(10) of the Act has the authority to revoke a permit issued under the Act.

5.0 PLANS AND SPECIFICATIONS

5.1 Submission

Every applicant shall submit two (2) sets of plans, specifications, documents and other information to enable the Chief Building Official to determine whether the proposed construction, demolition, or change of use conforms to the Act, the Building Code, including but not limited to plans as listed on Schedule "B" and any other applicable law.

5.2 Site Plans

Site plans submitted as part of an application for a Permit shall reference a current plan of survey and when required to demonstrate compliance with the Act, the Building Code or other applicable law, a copy of the survey shall be submitted to the Chief Building Official. This requirement may be waived by the Chief Building Official if he/she is able, without having a current plan of survey, to determine whether the proposed work conforms to the Act, the Building Code, and any other applicable law. Site plans must include:

- (a) lot size and dimensions of the property;
- (b) setbacks from existing and proposed buildings to property boundaries and to each other;
- (c) existing and proposed ground levels or grades, elevations of proposed footings and tops of foundations to an established geodetic datum;
- (d) existing rights of way, easements and municipal services; and
- (e) proposed fire access routes and location of hydrant or approved water supply.

5.3 Legibility

All plans submitted must be legible and drawn to scale upon paper or other suitable and durable material or electronic media approved by the Corporation.

5.4 "As Constructed" Drawings

On completion of the construction of a building, or part of a building, the Chief Building Official may require a set of "as constructed" plans, including a plan of survey showing the location and confirming the elevation of the building.

5.5 Corporation Property

Plans and specifications furnished according to this by-law or otherwise required by the Act become the property of the Corporation and will be disposed of or retained in accordance with relevant legislation.

5.6 Alternative Solutions

Where an application for a permit or for authorization to make a material change to a plan, specification, document or other information on the basis of which a permit was issued, contains an alternative solution, the following documentation shall be provided to the Chief Building Official:

- (a) the solution must identify an applicable objective, functional statement and acceptable solutions;
- (b) describing a basis for past performance, established tests of the solutions or other evaluation of the solution; or

- (c) any other tests standards that provide comparable results to the recognized standards in the Building Code.

6.0 FEES AND REFUNDS

6.1 Payment Required

Fees for the required permit shall be based on the service index as listed in schedule "A" to this by-law. The Applicant shall pay these fees at the time of application. No Permit shall be issued until the fees have been paid in full. Administrative fees imposed after issuance of a Permit are due at the time the service is requested or required.

6.2. Changing Permit Fees

The Corporation, prior to passing a by-law under clause 7 (c) of the Act to introduce or change a fee imposed for applications for permits or for the issuance of permits, shall in accordance with sentence 1.9.1.2. of the Building Code do the following:

- (a) hold at least one public meeting at which any person who attends has an opportunity to make representations with respect to the matter;
- (b) ensure that a minimum of 21 days notice of the public meeting is given to every person and organization that has, within five days before the day of the meeting, requested such notice; and
- (c) ensure that the notice include an estimate of the costs for administering and enforcing the Act, the amount of the fee or any change to the existing fee and the rational for imposing or changing the fee.

6.3 Refunds

In the case of withdrawal, abandonment of an application, or the refusal or revocation of a permit, upon written request, the Chief Building Official shall determine the amount of fees, if any, that may be refunded, in accordance with Schedule "B" to this by-law.

6.4 Where Refunds Not Available

No refund of any portion of the Permit fee paid shall be made in the following circumstances:

- (a) where the calculation in accordance with Section 6.3 of this by-law yields a payment of less than one (\$50.00) dollars;
- (b) where a Permit was revoked (except where the revocation is due to an error by the Corporation); and
- (c) in circumstances where the application has been deemed to have been abandoned in accordance with Section 4.13 of this by-law, and the Applicant has not contacted the Corporation for a period of longer than twelve (12) months.

7.0 NOTICE REQUIREMENTS FOR INSPECTIONS

7.1 Notices Under Subsection 1.3.5. Division C Part 1 of the Ontario Building Code:

- (a) The Permit Holder or authorized agent shall notify the Chief Building Official of readiness for inspection at least two (2) business days in advance of each stage of construction for which notice in advance is mandatory under article 1.3.5.1. of the Building Code. After the mandatory notice has been given, an inspector shall undertake a site inspection not later than two days after the notice is given.
- (b) The Permit Holder or authorized agent shall notify the Chief Building Official of completion as prescribed by Section 11 of the Act or where occupancy is required prior to completion, shall notify the Chief Building Official of readiness for inspection to ensure that the requirements of Section 11 of the Act and subsection 1.3.3. Division C Part 1 of the Building Code are complied with.
- (c) A notice pursuant to this section is not effective until written or oral notice is actually received by the Chief Building Official or his designate.

7.2 Additional Notices

The Permit Holder or authorized agent shall notify the Chief Building Official or his designate of commencement of construction of:

- (a) masonry fireplace; or
- (b) completion of a public pool or public spa.

8.0 PRESCRIBED FORMS

8.1 The forms prescribed for use as applications for permits, for orders and for inspection reports shall be as set out in Schedule "C" to this by-law.

9.0 CONSTRUCTION DEMOLITION FENCING

Where in the opinion of the Chief Building Official, if a construction or demolition site presents a hazard to the public, the Chief Building Official may under clauses 7(1) and 7(2) of the Act, require the erection of such fencing as he or she deems necessary to abate the hazard.

9.1 FENCING HEIGHT

The height of the fence shall be a minimum of 1.2 meters (4 feet) to be measured from the highest adjacent grade.

9.2 FENCING CONSTRUCTION

Every fence required under this by-law shall be located on the perimeter of the site as determined by the Chief Building Official as follows;

- (a) if of chain link construction, the chain link shall be fastened to a minimum 1½ inch inside diameter metal bar which is securely fastened to metal posts at not more than 3.0 meter (10 feet) on centre and embedded into the ground to provide rigid support;

- (b) If of wood construction, the exterior face shall be minimum ½ inch exterior grade plywood or OSB or equivalent material that would facilitate climbing. The facing shall be supported by a minimum 4x4 inch posts embedded in the ground at a minimum 2.4 meters on centre to provide rigid support;
 - (c) If the fence is snow fencing or plastic mesh type, the fencing should be securely fastened to steel t-bar posts at 3.0 meters on centre and embedded in the ground to provide a rigid support, and
 - (d) Other materials or methods may be substituted provided in the opinion of the Chief Building Official there is an equivalent degree of safety.
- 9.3** The fence may provide openings sufficient to accommodate access to the site provided these openings are closing off when work at the site has ended for the day.
- 10.0 SEVERABILITY**
- 10.1** In the event that any portion of this by-law is declared by a court of competent jurisdiction to be invalid the same shall not affect the validity of the remaining provisions of this by-law.

11.0 ENFORCEMENT AND PENALTIES

11.1 Offences

Any person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to the penalties prescribed in Subsections 36(3) to (5) of the Act.

11.2 Collection

In addition to any penalties imposed through prosecution of an offence pursuant to this by-law, the Corporation is entitled to use all legal means at its disposal to collect the fees applicable pursuant to this by-law. Any and all collection methods lawfully applicable may be relied upon, including placement of unpaid fees on the tax collector's roll for the property in question.

12.0 CODE OF CONDUCT

12.1 In accordance with Clause 7.1(1) of the Act, the required Code of Conduct for the Chief Building Official and inspectors is established as contained in Schedule "D" to this by-law.

13.0 SCHEDULES "A", "B", "C" AND "D"

Schedules "A", "B", "C", and "D" hereto form part of this by-law.

14.0 REPEAL OF PRIOR BY-LAWS

14.1 The following by-law(s) are repealed:

By-Law 94-51

15.0 EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

READ THREE TIMES and **PASSED** in open Council this day of,2008.

MAYOR - JOHN ROWSWELL

CLERK - DONNA IRVING

Schedule A

2008 06 06

This schedule A to By-Law No. 2008-125

1. Permit fee shall be based on the formula given below unless otherwise specified in the schedule.

$$\text{Permit fee} = \text{SI} \times \text{A}$$

Where SI = Service index for class of proposed work
 A= floor area in m² of work involved.

2. A minimum fee of \$50.00 shall be charged for all work or if not described below as a Fixed Fee (FF).

Building Classification

A.	New Construction	Service Index (SI) \$ x 1m ² unless otherwise Indicated
Group A – (assembly occupancies)		
	School, churches-----	16.00
	Restaurants-----	16.00
	All other assembly-----	16.00
Group B – (institutional occupancies)		
	All types-----	16.00
Group C – (residential occupancies)		
	Single Dwelling (SFD, townhouse, semi, duplex----- < 3 hour review time-----	13.00 11.00
	All other multiple units-----	10.00
	Hotels, motels -----	10.00
Group D – (business & personal services occupancies)		
	offices, and all others-----	12.00
Group E – (mercantile occupancies)		
	Retail store shell, department store, supermarkets, all other E occupancies----- interior tenant finishing-----	9.00 2.50
Group F – (industries occupancies)		
	Industrial building shell < 7500 2m----- > 7500 2m-----	6.50 5.50
	Interior tenant finishing-----	3.00
	Parking garage-----	4.50
	All other F occupancies-----	6.50
B.	Alteration and renovations	
	Group A B D -----	3.50
	Groups C E F -----	2.50
C.	Demolition	
	Group C SFD -----	50.00 ff
	All others -----	75.00 ff

D. Designated structures OBC 2.1.2

All structures-----	200 ff/structure
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E. Stand alone and miscellaneous work

Air supported structure-----	3.50
Balcony repairs-----	50 ff
Basement finishing-----	3.00
Basement new-----	300 ff
Canopy, carport-----	6.50
Commercial decks-----	50.00 ff + 2.00
Emergency lighting-----	50/storey
Equipment foundations-----	50.00 ff + 2.00
Fire alarms-----	50/storey
Farm buildings-----	3.00
Parking garage repairs-----	3.00
Pools, fencing-----	50.00 ff
Portable classrooms-----	100.00 ff ea
Residing, re-roofing residential-----	50.00 ff
other-----	50.00 ff + 2.00
Residential decks-----	75.00 ff
Residential detached garage <602m-----	100.00 ff
>602m-----	200.00 ff
Roof Structure-----	50.00 + 3.00
Sprinkler, standpipes-----	.25
Tents < 225m ² -----	50.00 ff
> 225m ² -----	200.00 ff
Window replacement-----	50ff + 2.50/window

F. Stand alone Mechanical

Group A,B,C,D,E,F new ductwork & units-----	50.00 ff + .75
Group C residential SFD-----	50.00 ff
New unit-----	50.00/unit
HVAC alterations-----	50.00 ff
Special mechanical system-----	200 ff
Plumbing & drainage-----	10/fixture
Sewer installation-----	50.00 ff

G. Additional Charges

Occupancy permit-----	10 ff/unit
Conditional permit-----	100 ff
Change of use permit-----	200 ff
Permit renewal/transfer-----	100 ff
Moving permit-----	50 ff
Re-inspection-----	50 ff each
Sign-----	50 ff each
Portable signs 2 years-----	60 ff
30 days-----	10 ff
Sign renewal-----	15 ff
Culvert as determined by Public Works & Transportation Dept.	
Curb or sidewalk depression-----	8.00 ff
Certificate of zoning conformity-----	30.00/SFD
-----	60.00/other
File Inquiry-----	30.00/SFD
-----	60.00/others
Removal of work order-----	100 ff

SCHEDULE "B"

**This is Schedule "B" to By-law No. 2008-125 respecting
List of Plans or Working Drawing to accompany applications for permits**

Unless otherwise noted, two sets of the following plans must be submitted

- 1) Site Plan
- 2) Floor Plans
- 3) Foundation Plans
- 4) Framing Plans
- 5) Roof Plans
- 6) Reflected Ceiling Plans
- 7) Sections and Details
- 8) Building Elevations
- 9) Electrical Drawings
- 10) Heating, Ventilation and Air Conditioning Drawings
- 11) Plumbing drawings
- 12) Fire Alarm and Sprinkler Plan.

Note: The Chief Building Official may specify that not all the above-mentioned plans be required to accompany an application for a permit.

REFUNDS

Status of Permit Application	Percentage of Fees Eligible for Refund
1) Application filed. Administrative functions only have been performed.	80%
2) Application filed. Administrative and zoning functions only have been performed.	70%
3) Application filed. Administrative, zoning and plan examination functions have been performed.	60%
4) Application filed. Permit issued, no field inspections have been performed subsequent to permit issuance.	50%
5) Additional deduction for each field inspection that had been performed.	10%

SCHEDULE "C"

This is Schedule "C" to By-Law No. 2008-125 respecting Forms

Form 1	Application for a Permit to Construct or Demolish, incorporates Application for Conditional Permit
Form 2	Application for Change of Use Permit
Form 3	Commitment To General Reviews By Architect and Engineers
Form 4	Order Requiring Tests and Samples under Section 18(1) of the Building Code Act, 1992
Form 5	Order to uncover under Section 13(6) of the Building Code Act, 1992
Form 6	Order Not to Cover or Enclose under Section 13(1) of the Building Code Act, 1992
Form 7	Order to Comply under Section 12(2) of the Building Code Act, 1992
Form 8	Stop Work Order under Section 14(1) of the Building Code Act, 1992

SCHEDULE "D"

**This is Schedule "D" to By-Law No. 2008-125 respecting
Code of Conduct For Chief Building Official and Inspectors
Pursuant to S.7.1 of the
Building Code Statute Law Amendment Act, 2002, S.O. 2002 c.9**

PURPOSE

The Code of Conduct applies to the Chief Building Official and Inspectors. The following are the purposes as stated in 7.1-(2) of the Act:

- (a) To promote appropriate standards of behaviour and enforcement actions by the chief building official and inspectors in the exercise of a power or the performance of a duty under this Act or the Ontario Building Code.
- (b) To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the chief building official and inspectors in the exercise of a power or the performance of a duty under this Act or the building code.
- (c) To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under this Act or the building code by the chief building official and inspectors. 2002,c.9, s.12

STANDARDS OF CONDUCT

The Chief Building Official and Inspectors shall:

1. Always act in the public interest, particularly with regard to the safety of building works and structures.
2. Not to act where there may be or where there may reasonably appear to be a conflict between their duties to their employer, their profession, their peers and the public at large.
3. Apply all relevant building laws, codes and standards appropriately and without favour.
4. Perform their inspections and plan review duties impartially and in accordance with professional standards.
5. At all times abide by the highest moral and ethical standards and avoid any conduct, which could bring Building Officials into disrepute.
6. Comply with the provisions of the Building Code Act, the Ontario Building Code and other Acts or Laws, which regulate or govern Building Officials or their functions.
7. Not to act beyond their personal level of competence or outside their area of expertise.
8. Maintain qualification as Building Officials by keeping their knowledge and understanding of best building practices, building laws and Codes current.
9. Extend professional courtesy to all.

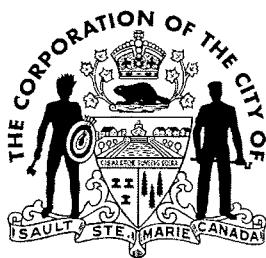
BREACHES OF THE CODE OF CONDUCT

The Chief Building Official will review any allegations of breach of this Code of Conduct made against an Inspector. Disciplinary action arising from violations of this Code of Conduct by an Inspector will be taken by The Corporation of the City of Sault Ste. Marie. Any such disciplinary action will be based on the severity of the breach of the Code of Conduct and whether there have been any prior breaches of the Code of Conduct by the particular inspector involved. Any disciplinary action will be in accordance with relevant collective agreements in place and other employment standards.

Where the allegation is against the Chief Building Official, a committee of the senior management team will review the allegation. Disciplinary action arising from violations of this Code of Conduct by the Chief Building Official will be taken by The Corporation of the City of Sault Ste. Marie. Any such disciplinary action will be based on the severity of the breach of the code of Conduct and whether there have been any prior breaches of the Code of conduct by the Chief Building Official. Any disciplinary action will be in accordance with relevant employment standards.

5(2)

Joseph M. Fratesi, B.A., LL.B,
Chief Administrative Officer



99 Foster Drive
P.O. Box 580, Civic Centre
Sault Ste. Marie, Ontario
Canada P6A 5N1
(705) 759-5347
(705) 759-5952 (Fax)
E-Mail:
j.fratesi@cityssm.on.ca
b.berlingieri@cityssm.on.ca

2008 06 23

Mayor John Rowswell
And Members of City Council

Re: Revised Capital Works Program – 2008 Including Hub Trail

At the June 9, 2008 Council meeting, a report was presented to City Council by the Commissioner of Engineering regarding the \$3.136 million capital amount that had been set aside during the recent budget for bridges and the Hub trail. One of the recommendations contained in the report was that part of this money be used to cover off the shortfall in the Shannon/Retta/Franklin Street reconstruction projects (\$452,000) and that a further \$620,000 be used to move forward with the reconstruction project on Korah Road (Moss to Cooper Street). The Korah Road project was only intended to proceed if other capital projects came in under budget. Unfortunately, they were all over original estimates. Council indicated that it wanted to proceed with the Korah Road project and also indicated that it wanted to ensure that more funding was committed to the Hub trail projects, so that they would be covered prior to the end of 2010. An amending resolution was presented which has since created some confusion and concern.

In order to clarify how we will proceed and to avoid over-spending the current capital budget, it is recommended that the \$3.136 million be used as originally recommended in the report, with a further direction being given by Council by resolution that the balance of funds required to complete the Hub trail be taken from the 2009 and 2010 capital allocations. In addition to avoiding over-spending in 2008, this will clearly act as a commitment by Council to complete the financing required by the Hub trail by 2010. An appropriate resolution has been prepared which clarifies this matter and acts as a firm commitment towards the funding for the Hub trail project.

Yours truly,

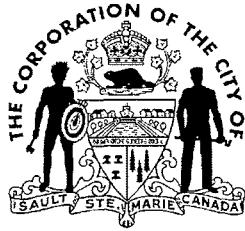
Joseph M. Fratesi
Chief Administrative Officer

JMF:bb

5(r)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. L-323

REPORT TO: Mayor John Rowswell and
Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2008 06 23

RE: Air Quality Monitoring Station

At the present time the City has two licences of occupation with the Ontario Realty Corporation to allow the Ministry of the Environment to have air quality monitoring station at Young Street and Pittsburgh Street. These licences have been in place since September 2005. The Ministry has now requested permission to install a third air monitoring station. This one will be at the Bonney Street at the sewage pumping station. This particular air monitoring station will be in operation from May of this year to January 1, 2009.

By-law 2008-122 appears on your agenda and authorizes the Mayor and the Clerk to sign the licence of occupation. By-law 2008-122 is recommended for Council's approval.

Yours truly,

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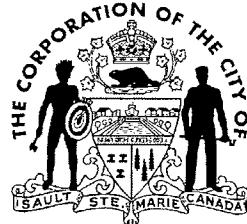
Lorie Bottos
City Solicitor
LAB/bb

RECOMMENDED FOR APPROVAL
A handwritten signature in black ink, appearing to read "J. Fratesi".
Joseph M. Fratesi
Chief Administrative Officer

5(s)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2008 06 23

SUBJECT: PROPOSED SALE OF LAND ABUTTING 606 DOUGLAS
STREET TO SUSAN AND MICHAEL GREELEY

1. PURPOSE

The purpose of this report is to recommend the sale of a 20' x 46' parcel of land abutting 606 Douglas Street.

2. BACKGROUND

The owners of 606 Douglas Street, Susan and Michael Greeley, have requested to purchase a 20' x 46' parcel of land abutting the rear of their property in order to build a garage. The Planning Division was circulated and commented that although the area has been identified as having a potential for future residential development, the sale and conveyance of 20' feet would not impact that potential.

Mr. & Mrs. Greeley have obtained a market evaluation. The value of the property has been determined to be \$1,850.00. Mr. & Mrs. Greeley will also be responsible for obtaining a reference plan.

3. ATTACHMENT

A plan of the subject property is attached.

4. RECOMMENDATION

An appropriate by-law appears elsewhere on your agenda and is recommended for approval.

Yours truly,

A handwritten signature in black ink that reads "L. A. Bottos".

L. A. Bottos
City Solicitor
/sd

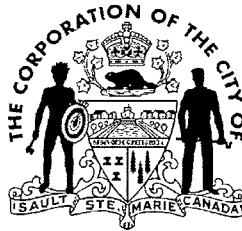
A handwritten signature in black ink that reads "Joseph M. Fratesi".
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(+)

LORIE BOTTO
CITY SOLICITOR

File No. L-1025
LA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2008 06 23

SUBJECT: DEMOLITION OF CITY OWNED BUILDING AT 740 ALLENS SIDE ROAD

1. PURPOSE

The purpose of this report is to seek Council's approval to demolish a City owned building at 740 Allens Side Road.

2. BACKGROUND

For a number of years the Musical Comedy Guild has used a City owned building formerly known as the West Korah Hall for the storage of stage properties and sets. Since the Comedy Guild is a non profit organization, the group did not have the funds to properly maintain the building resulting in major deterioration. It did not pay rent. The Guild has recently vacated the building due to its condition. Larry Kennedy of the Building Division inspected the building and he feels that the cost to restore the building just is not worth it.

3. ATTACHMENT

A plan of the subject property is attached.

4. RECOMMENDATION

It is recommended that tenders be called and the building be demolished. The funds for the demolition would be taken from the Property Division's maintenance account.

Yours truly,

A handwritten signature in black ink that reads "L. A. Bottos".

L. A. Bottos
City Solicitor
/sd

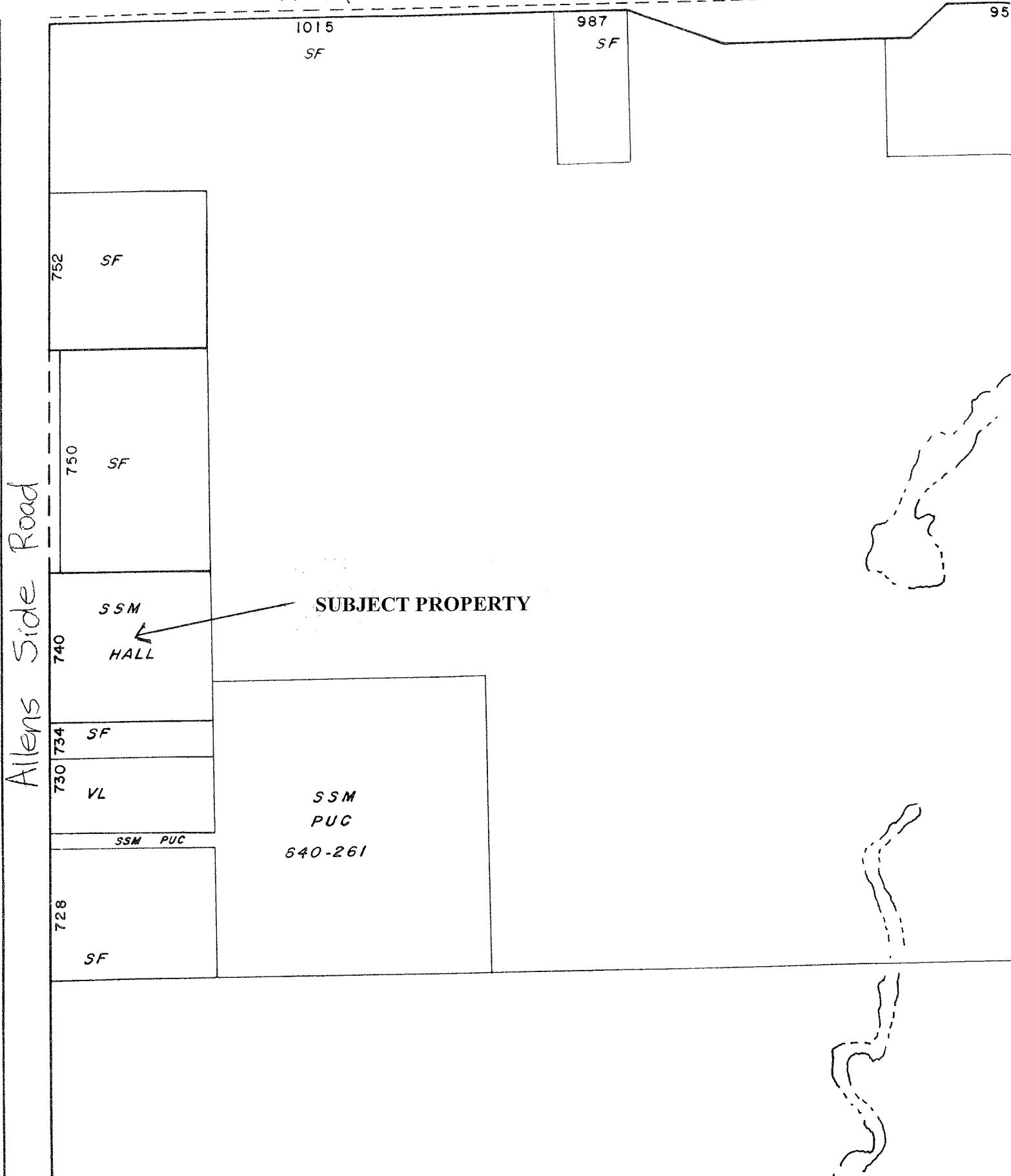
RECOMMENDED FOR APPROVAL

A handwritten signature in black ink that reads "Joseph M. Fratesi".

Joseph M. Fratesi
Chief Administrative Officer

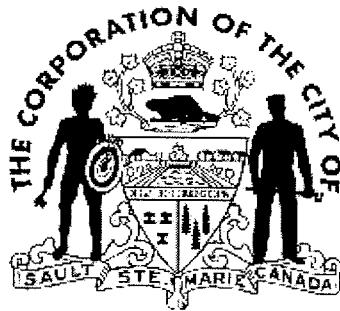
5(+)

Third Line West



5(u)

Mr. Don Scott
Transit Manager



Public Works and Transportation
Department
Transit Division

2008 06 23

Mayor John Rowswell &
Members of City Council
Civic Centre

RE: TRANS-CAB PILOT PROJECT

The purpose of this report is to highlight the first year results for the Transit Services Division's Trans-Cab pilot project and recommend to Council that said program continue to operate on a year-to-year basis and be funded – subject to the availability of provincial gas tax revenue and annual City budget approval.

BACKGROUND

On April 16, 2007 Council passed the following resolution:

"Resolved that the report of the Manager of Transit dated 2007 04 16 concerning the tender for a taxi contractor to operate on a yearly basis, a fixed-route shared-ride transportation service, be accepted and the recommendations contained therein be approved."

The Transit Services Division contracts a taxi operator to provide service along a fixed route, which is not unlike a conventional transit route. Passengers would board, pay their fare and be taken to the nearest convenient transfer location, timed to meet with a bus and transfer at no additional cost. The same would apply in reverse direction.

DISCUSSION

On Monday, June 11th, 2007 the Trans-Cab pilot project began transferring passengers from designated stops along a fixed route (figure1) to bus stops located at Peoples Road/Fourth Line and Arden St. /Second Line.

The primary goal for the pilot project was to establish an efficient working model for Trans-Cab that would provide staff with the experience and working knowledge to implement said service, when required, to other areas of our community that interface with conventional bus routes. Initially, staff was expecting Trans-Cab to carry an average of ten people per day, which was exceeded during the month May as we averaged 16 people daily. An average of ten people per day is similar to ridership numbers from the early days of the Community Bus program.

On August 14th, 2007 a Trans-Cab survey was mailed to 280 property owners in the service area and a total of 95 surveys were completed and returned to our office. The said survey asked residents if they use the Trans-Cab service, if the hours of service are adequate, what they like about the service and how the service can be improved. After reviewing the survey results and meeting with drivers from the taxi contractor, staff scheduled the Trans-Cab for half hour service, seven hours daily: 7:15 am to 9:15 am, 3:15 pm to 6:15 pm and 9:15 pm to 11:15 pm.

The Trans-Cab pilot project has proven to staff that the concept can work in Sault Ste. Marie as passengers were able to easily transfer to and from our conventional bus stops on Second Line and Peoples Road. The proven success of the Trans-Cab pilot project, at a current cost of \$77,235 will serve as a cost effective resource to compliment our conventional transit service providing transportation needs to new commercial and residential developments in the western and northern areas of our community. The Algoma Residential Community Hospice on Fourth Line is an example of new development within our community that can be connected by Trans-Cab to conventional city transit routes.

In total, approximately 2,500 passengers were carried by Trans-Cab during the previous 12 months and ridership increased from a low of 61 in June 2007 to a high of 480 in May 2008. Although said ridership numbers may be perceived by some as low, staff is pleased with the initial growth of the program.

RECOMMENDATION

It is recommended that the Trans-Cab program continue to operate on a year-to-year basis and be funded - subject to the availability of provincial gas tax revenue and annual City budget approval.

Respectfully submitted,

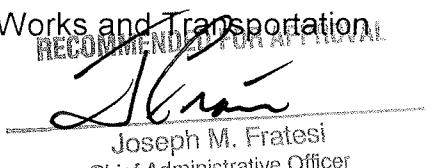


Don Scott
Transit Manager
Public Works and Transportation

Recommended for approval,



Patrick M. McAuley, P. Eng.
Commissioner
Public Works and Transportation



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Figure 1

Trans - Cab "One Year" Pilot Project

June 2007 - June 2008

Peoples at Fourth Line Layover/
Shelter

Front South to Arden
7:15 am 8:15 am
3:15 pm 4:15 pm 5:15 pm
9:15 pm 10:15 pm
Back Arrives
8:10 am 9:10 am
4:10 pm 5:10 pm 6:10 pm
10:10 pm 11:10 pm

Brule at Fourth Line North Side Light Pole

Front South to Arden
7:16 am 8:16 am
3:16 pm 4:16 pm 5:16 pm
9:16 pm 10:16 pm
Back North to Peoples
8:08 am 9:08 am
4:08 pm 5:08 pm 6:08 pm
10:08 pm 11:08 pm

Crimson Ridge

Front South to Arden
7:19 am 8:19 am
3:19 pm 4:19 pm 5:19 pm
9:19 pm 10:19 pm

Back North to Peoples
8:05 am 9:05 am
4:05 pm 5:05 pm 6:05 pm
10:05 pm 11:05 pm

Moss Rd. at Fourth Line S. Side Light Pole

Front South to Arden
7:21 am 8:21 am
3:21 pm 4:21 pm 5:21 pm
9:21 pm 10:21 pm
Back North to Peoples
8:03 am 9:03 am
4:03 pm 5:03 pm 6:03 pm
10:03 pm 11:03 pm

Foothill at Ranger North Side Light Pole

Front South to Arden
7:23 am 8:23 am
3:23 pm 4:23 pm 5:23 pm
9:23 pm 10:23 pm
Back North to Peoples
8:01 am 9:01 am
4:01 pm 5:01 pm 6:01 pm
10:01 pm 11:01 pm

Hood West Side Light Pole

Front South to Arden
7:25 am 8:25 am
3:25 pm 4:25 pm 5:25 pm
9:25 pm 10:25 pm
Back North to Peoples
7:59 am 8:59 am
3:59 pm 4:59 pm 5:59 pm
9:59 pm 10:59 pm

McQueen at Oriole North Side Light Pole

Front South to Arden
7:26 am 8:26 am
3:26 pm 4:26 pm 5:26 pm
9:26 pm 10:26 pm

Back North to Peoples
7:58 am 8:58 am
3:58 pm 4:58 pm 5:58 pm
9:58 pm 10:58 pm

McQueen at Goulais Super Mailbox Location

Front South to Arden
7:27 am 8:27 am
3:27 pm 4:27 pm 5:27 pm
9:27 pm 10:27 pm

Back North to Peoples
7:57 am 8:57 am
3:57 pm 4:57 pm 5:57 pm
9:57 pm 10:57 pm

1

2

3

4

5

6

7

8

9

10

5

8

9

10

KORAH

GOUIAS AVE.

11

11

12

4

MOSS RD.

10

KORAH

GOUIAS AVE.

11

11

12

3

Crimson Ridge

2

BRULE RD.

BRULE RD.

PEOPLES RD.

THIRD LINE WEST

1

CEDAR HEIGHTS

PEOPLES RD.

FOURTH LINE EAST

Note: At end of run
9:15 am
6:15 pm
11:15 pm

We will provide direct transportation home

14

(7) 9

PICKUP LOCATIONS

Pickup Route



Bus Transfer Location



Street Light
Super Mailbox

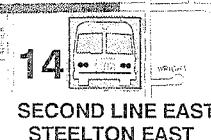


Super Mailbox



House

Trans - Cab
Pickup Route



SECOND LINE EAST
STEELTON EAST

Wardell at Goulais East Side Light Pole

Front South to Arden
7:28 am 8:28 am
3:28 pm 4:28 pm 5:28 pm
9:28 pm 10:28 pm

Back North to Peoples
7:56 am 8:56 am
3:56 pm 4:56 pm 5:56 pm
9:56 pm 10:56 pm

Goulais at Third Line NE Corner Light Pole

Front South to Arden
7:29 am 8:29 am
3:29 pm 4:29 pm 5:29 pm
9:29 pm 10:29 pm

Back North to Peoples
7:55 am 8:55 am
3:55 pm 4:55 pm 5:55 pm
9:55 pm 10:55 pm

Third Line at Allens Side Rd. North East Light Pole

Front South to Arden
7:32 am 8:32 am
3:32 pm 4:32 pm 5:32 pm
9:32 pm 10:32 pm

Back North to Peoples
7:52 am 8:52 am
3:52 pm 4:52 pm 5:52 pm
9:52 pm 10:52 pm

Third Line at Palomino SE Corner Light Pole

Front South to Arden
7:33 am 8:33 am
3:33 pm 4:33 pm 5:33 pm
9:33 pm 10:33 pm

Back North to Peoples
7:51 am 8:51 am
3:51 pm 4:51 pm 5:51 pm
9:51 pm 10:51 pm

Appaloosa NE Corner Super Mailbox

Front South to Arden
7:36 am 8:36 am
3:36 pm 4:36 pm 5:36 pm
9:36 pm 10:36 pm

Back North to Peoples
7:49 am 8:49 am
3:49 pm 4:49 pm 5:49 pm
9:49 pm 10:49 pm

Arden Layover Super Decal

Front Arrives
7:40 am 8:40 am
3:40 pm 4:40 pm 5:40 pm
9:40 pm 10:40 pm

Back North to Peoples
7:45 am 8:45 am
3:45 pm 4:45 pm 5:45 pm
9:45 pm 10:45 pm

Sault Ste. Marie
Arts and Entertainment Economic Opportunities Committee

Resolution (February 21, 2005) Sheehan, Curran

Develop Terms of Reference for new Arts and Entertainment Economic Opportunities Committee

Update:

A working committee consisting of Councillors Butland and Sheehan along with EDC/TSSM staff representatives Ian McMillan and Patti Kidd was formed to look at the best ways to deal with the issue of filming movies and television productions in and around Sault Ste. Marie.

It was felt that since this was such a transient industry, with no set guidelines as to how to go about attracting television and movie productions. As such, it could not become a priority for Tourism Sault Ste. Marie to dedicate a lot of staff time and financial commitments on. Rather, it was decided that TSSM would register with both the Ontario Media Development Corporation, and Music and Film In Motion. This would facilitate having Sault Ste. Marie being recognized as a location willing to work with production companies and at the same time have a number of local images placed on the provincial film development site.

The decision was then made to deal with film and television projects as they arose, keeping City Council and appropriate City staff apprised of any opportunities that were deemed worthy of pursuing. TSSM would act as the point organization for this process and keep the Council members on the Committee informed of any action required.

Resolution (June 13, 2005) Sheehan, Butland

Report on recommendation of the A&E Economic Opportunities Working Committee regarding making films in Sault Ste. Marie

Update:

TSSM was successful in registering with the Ontario Media Development Corporation and in fact hosted one of their photographers in the city for a 3 day period, during which a number of images were shot and are now posted on the OMDC film development web site.

Additionally, TSSM hosted a number of television film crews that shot a number of productions in and around Sault Ste. Marie. They included:

- 2005	Eco-Challenge(Rogers SportsNet)	Two 1-hour episodes
- 2005-07	Mantracker (OLN)	Six 1-hour episodes
- 2007	Kenny vs Spenny (Showcase)	One 1-hour episode
- 2007	Eco-News TV (PBS – U.S.)	Two 1-hour episodes

TSSM continues to work with a number of television and film production companies, with the intent on hosting future productions and making a significant economic impact on our community.

2.

Current Opportunity:

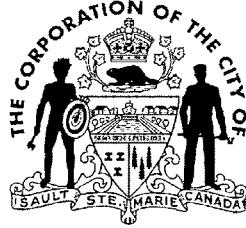
TSSM Staff member Rosalie Graham attended the MFM Conference in Sudbury last month and had the opportunity to make a presentation on Sault Ste. Marie to attending film producers and industry partners.

Currently there are three (3) Production Companies that have indicated a desire to film in Northern Ontario. One company has received a positive response from Deloitte and Touche in the due diligence process required to secure provincial funding.

TSSM would like to move forward in discussions with this company as a pilot project to determine the viability of hosting film/tv productions in the city, and to monitor the economic impact that such productions could have if properly funded. TSSM will maintain ongoing communications with appropriate city staff and both Councillors Sheehan and Butland throughout this process

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No.: L-327

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2008 06 23

SUBJECT: REQUEST FROM MAR-LI INVESTMENTS INC.
(NORTHSIDE TOYOTA) TO CLOSE CHAMPLAIN ST.
FROM GREAT NORTHERN RD. TO BLAKE AVE.

PURPOSE

The purpose of this report is to bring to council's attention a request from Northside Toyota (through its parent company Mar-Li Investments Inc.) to close that portion of Champlain St. between Great Northern Road and Blake Ave. and to get council's initial approval to the concept of closing the road and conveying all of it to Mar-Li Investments. The road is approximately 66' wide by a depth of approximately 200'.

ATTACHMENTS

1. a plan showing the road in question,
2. my letter to Peter Berlingieri dated 2008 06 05, and
3. a site plan.

BACKGROUND

Council will recall that Mar-Li Investments was before council earlier this year for a rezoning for the Northside Toyota site. Council approved the rezoning (bylaw 2008-71). The rezoning reduced the landscaping requirements, fencing requirement and restricted access to and from Blake Avenue from the Northside Toyota site. The bylaw also rezoned a lot on the south east corner of Champlain and Blake Ave.

- 2 -

At the time of the zoning it was pointed out that the Northside site is fully utilized. It needs more room if it wants to expand. Mar-Li does have expansion plans as identified in the site plan before council at the time of the rezoning.

COMMENT

In order to accommodate its expansion, Northside has identified the acquisition of all of the Champlain St. road allowance between Great Northern Road and Blake Ave. as the only logical place where it can expand. Accordingly through its lawyer Mark-Li Investments submitted a road closing request to the Legal Department on May 6th. That request was circulated to the usual City Departments (Public Works, Planning and Engineering) for comments. Engineering in turn circulated the utility companies. Comments were received from all departments. It is safe to say that all the issues identified by the City departments can be addressed through a drainage plan, a traffic study and site plan control.

Before submitting the Petition For Closing and Sale of a Lane or Street, Mar-Li contacted the only abutting owner, Flomar Automotive Limited, at 59 Great Northern Road to see if that company consented to the closing. Flomar Automotive is the small plaza located on the south side of Champlain and Flomar is owned by Mr. Mario Coccimiglio. Flomar objected to the closing but signed the petition indicating that if council decided to close the road, that it (Flomar) wanted ½ of the road allowance conveyed to it.

Mar-Li Investments (Northside) has advised City staff that it needs all of the 66' road allowance to make its expansion plans work. It already owns the lot at the south east corner of Champlain and Blake. Although the Municipal Act previously required ½ of the closed road to be offered to each abutting owner, that is no longer the case. Council can decide to convey all of the road allowance to one owner. That is the request from Mar-Li—that it acquire all of the road allowance.

Mark-Li would like from council this evening an indication that council is prepared to move forward with the conveyance of all of the closed road allowance to Mar-Li. The reason Mar-Li would like an indication of council's support is that once council gives such an indication Mar-Li will have to undertake a traffic study and get a drainage plan done. Before it starts incurring those costs Mar-Li would like to know if council, at least initially, is prepared to proceed on the basis that all the road allowance is conveyed to Mar-Li.

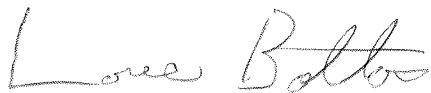
- 3 -

There will be a notice to the area. Council can decide how best to give that notice. It might be best to give notice by posting a sign at the site to indicate what is being proposed similar to what is done by the committee of adjustment. That way actual users of the road will have notice. Also, notice will be put on the City's web site. The bylaw closing the road will be advertised twice and at that time Flomar Automotive Limited will have the opportunity to bring its concerns to council's attention.

DIRECTION SOUGHT

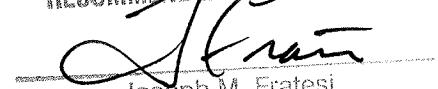
Is council in agreement to proceeding to the next step in the process? If so, then Mar-Li will start doing its homework to identify the concerns raised by City staff.

Yours truly,



Lorie A. Bottos
City Solicitor
Enclosures
LAB:on
cc. Peter Berlingieri, Barrister and Solicitor

~~RECOMMENDED FOR APPROVAL~~

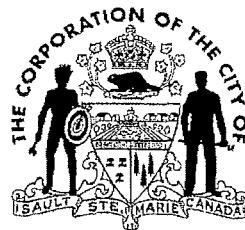


Joseph M. Fratesi
Chief Administrative Officer

6(5)(a)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

2008 06 05
File No. L-327

FAXED

VIA FAX – 253-5811

Pascuzzi & Berlingieri Law Firm
Suite 200, 369 Queen St. East
Sault St. Marie, Ontario
P6A 1Z4

Attention: Peter Berlingieri

Dear Sir:

**RE: YOUR FILE 1106-2 – MAR-LI INVESTMENTS INC. –
REQUEST TO CLOSE A PORTION OF CHAMPLAIN ST.**

Your request in your letter of May 6th for the closing of a portion of Champlain St between Blake Ave. and Great Northern Road was circulated to the Department of Public Works and Transportation, the Engineering Department and the Planning Division. I now have received all the comments back. The comments are summarized as follows:

Planning Division Comments (Peter Tonazzo)

- (1) If the portion Champlain St. is closed it will be subject to site plan control as part of the development of the entire site. The site plan review might involve a recommendation that pedestrian access be maintained between Blake and Great Northern Road.

Engineering Department (Catherine Taddo)

- (2) I sent to you the memo from Catherine Taddo dated April 3, 2008 concerning the Class EA process. That memo identified the notification requirements. The consensus was that a public information session be held.
- (3) Apparently Public Works has identified to Engineering that a traffic study is required to be provided by your client addressing the impact of the closing of this portion of Champlain.
- (4) An easement for the existing sanitary sewer will be required.
- (5) A drainage plan will be required. The drainage plan must show that post development flows do not exceed predevelopment flows using a 1 to 10 design unless it is established that there is existing capacity.

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405
www.cityssm.on.ca

6(5)(a)

- (6) Engineering has circulated the utility companies and is awaiting comments. Some easements might be required for utilities.

Public Works and Transportation (Jim Elliott)

- (7) Curb returns that now exist along Great Northern Road must be removed and replaced with a depressed curb and sidewalk.
- (8) The portion of Champlain that will front on Blake (if the road is closed) will have to be looked at from both an entrance point of view (width of entrance) and drainage.
- (9) Also, as indicated in the Engineering comments, Public Works wants to ensure that drainage is handled properly.

The above is a summary of the comments. Jim Elliott of Public Works suggested that a meeting with the applicant and yourself might be helpful. If you agree a meeting would be helpful, give me a call and I will set one up.

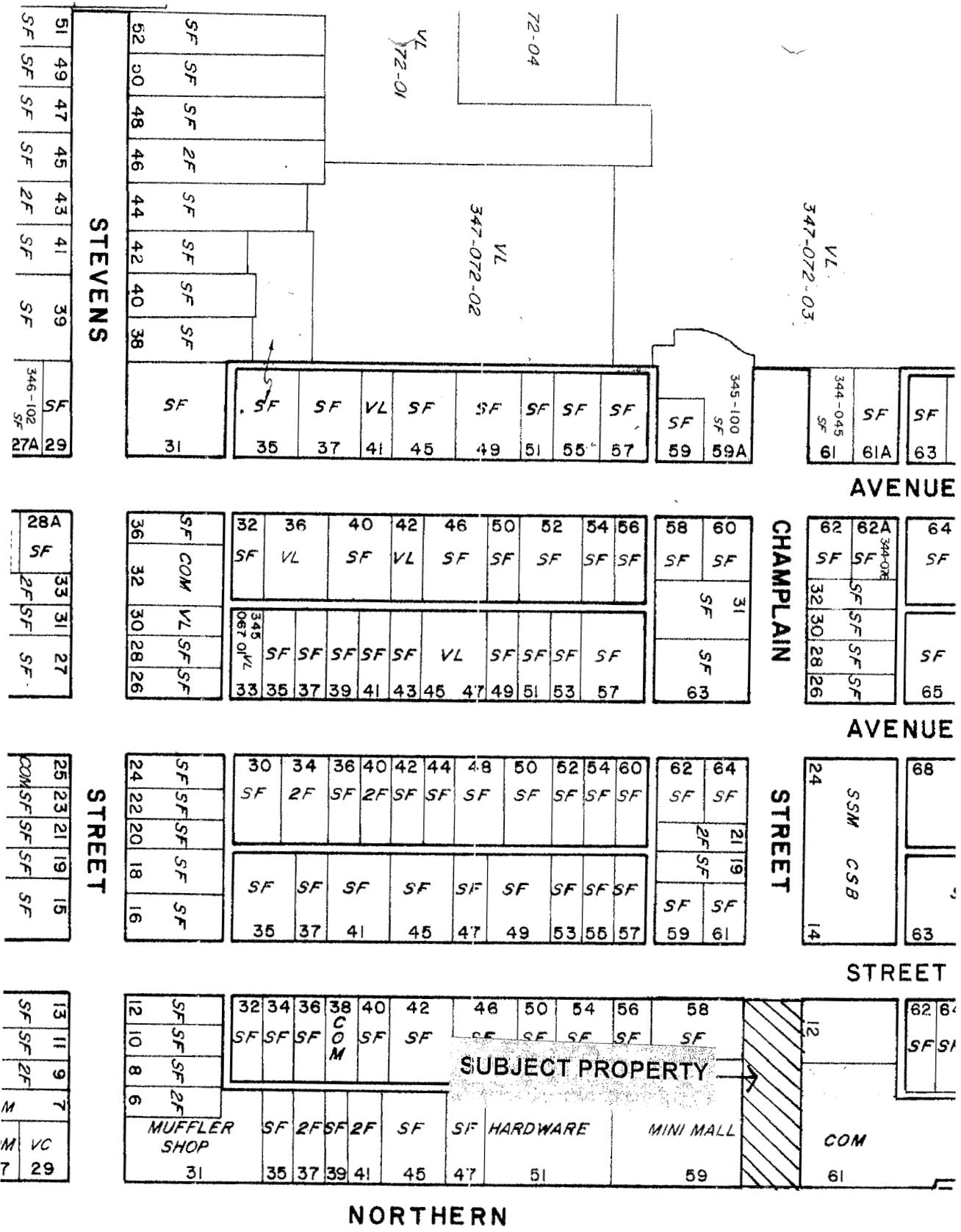
As part of the process a report will be done to council and council will give staff direction on how the area should be notified (item 2 in the Engineering comments).

Yours truly,



L. A. Bottos
City Solicitor
LAB:sd

6(5)(a)



4	SITE AND BUILDING LAYOUT	08/01/10
5	SITE AND BUILDING LAYOUT	08/02/07
6	SITE AND BUILDING LAYOUT	08/03/09
7	SITE AND BUILDING LAYOUT	08/03/11
8	SITE AND BUILDING LAYOUT	08/05/17

No Revisions Date

TAL-VT
ARCHITECT INC

Ron Talvitie, BAA, MRAIC
51 Margaret Street Sault Ste Marie Ontario P6A 6J7
Telephone (705) 253-8580 Fax (705) 253-2121
Email talvt@quebec.ca

Seal

Preliminary

Project:
**ADDITION AND ALTERATIONS TO
NORTHSIDE TOYOTA**

Location:
**61 GREAT NORTHERN ROAD
SAULT STE MARIE, ONTARIO**

Project No:
0508

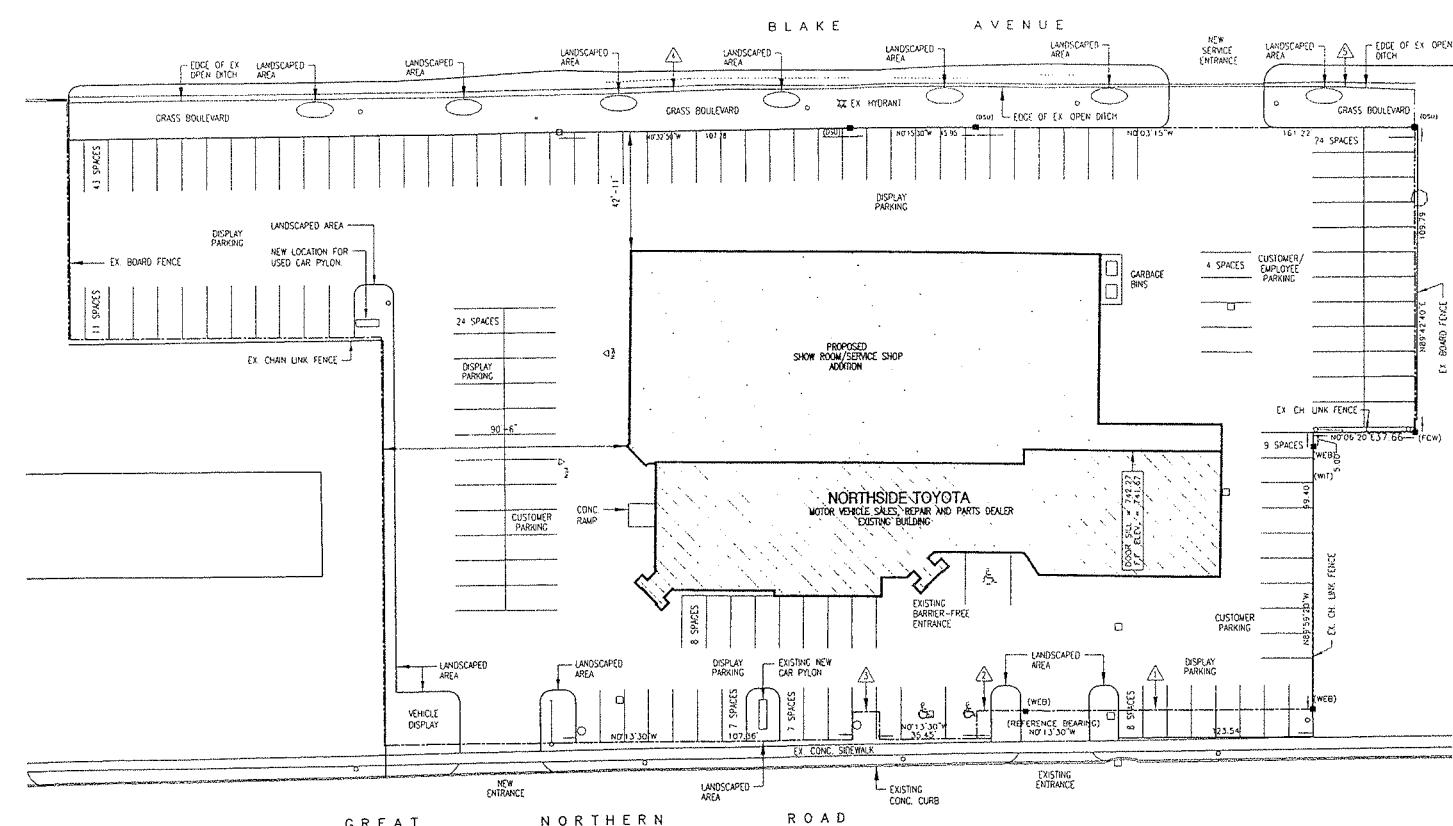
Drawing Name:

**PROPOSED SITE PLAN
REV. 10**

Scale: AS NOTED	Date: JUNE 2008
Brown by: RT	Drawing no:
Checked by: RT	
Approved by:	

SP

CAD File Name: 0508SP10



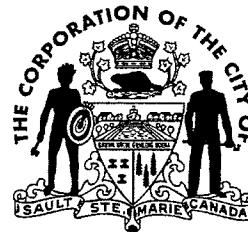
PROPOSED SITE PLAN
T = 40'-0"

6(5)(2)

SITE ANALYSIS		
SITE AREA (LOT WITH BUILDING)	63,000 SF	
STL AREA (BUILDING, LOT)	3,025 SF	
SITE AREA (CHAMPLAIN STREET RIGHT-OF-WAY)	14,435 SF	
TOTAL AREA OF SITE:	86,424 SF	
AREA OF EXISTING BUILDING	2,082 SF	
AREA OF PROPOSED SHOW ROOM/SERVICE SHOP ADDITION	13,285 SF	
TOTAL AREA OF PROPOSED BUILDING:	15,367 SF	

PARKING REQUIREMENTS:		
REQUIRED PARKING:	AREA	NUMBER OF SPACES REQUIRED
MOTOR VEHICLE SALES AND PARTS DEALER		
AREA OF EXISTING BUILDING		
3,025 SF (344 m ²)		
13,285 SF (1,234 m ²)		
TOTAL:	16,310 SF (1,578 m²)	
3 OF THE 27 SPACES ARE REQUIRED TO BE BARRIER-FREE		
PROPOSED PARKING:		
3 OF THE 145 SPACES ARE PROPOSED TO BE BARRIER-FREE		
	145	

SITE INFORMATION TAKEN FROM SITE PLAN OF LOTS 267 TO 272 (BOTH INCLUSIVE),
LOTS 361 TO 368 (BOTH INCLUSIVE), PARTS OF LOTS 360 AND 370 AND PARTS OF
10 FOOT LANES (AS CLOSED) IN THE HIGHLAND PARK SUBDIVISION (REGISTERED
PLAN NO. 9110) IN THE CITY OF SAULT STE. MARIE, DISTRICT OF ALGOA PREPARED
BY M.F. TULLOCH INC AND DATED SEPTEMBER 13, 2004.



2008 06 23

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-16-08-OP – filed by Scott Howard

SUBJECT PROPERTY:

Location – Located on the east side of Town Line, approximately 115m (377') north of its intersection with Base Line. Civic No. 714 Town Line Road. Zoning Map 2-27

Size – Approximately 203m (666') frontage x 392m (1,286') depth; 7.9 ha (19.52 acres)

Present Use – Vacant land

Owner – Scott and Sheri Howard

REQUEST:

The applicants, Scott and Sherri Howard are requesting an amendment to the Rural Area policies of the Official Plan to facilitate a severance application to the Committee of Adjustment.

CONSULTATION:

Engineering – See attached

Building Division – No comments

Legal Department – No comment

C.S.D. – No concerns

Fire Services – No objection

PW&T – No concerns or objections

PUC Services – No objection

E.D.C. – No objections

Accessibility Committee – No objections

Conservation Authority – See attached

Previous Applications

There are no previous applications.

Conformity with the Official Plan

The subject property is designated Rural Area on Schedule "C" of the City of Sault Ste. Marie Official Plan. Policy "RA.4" currently restricts the further development of unserviced lots in the rural area. As such an Official Plan amendment is required, prior to the Committee of Adjustment's hearing of the severance application.

It should be noted that although the proposal does not conform to the Rural Area policies of the Official Plan, Planning staff has initiated a review of these policies to ensure that they reflect current land use trends. Planning staff expects this review to be completed by December 2008.

With respect to this current development, the proposed severance of one additional rural lot is consistent with Planning staff's interim policy, endorsed by City Council on May 30, 2007, which recommends the approval of single lot severances only. Upon completion of the proposed Rural Area policy review, it is staff's intention to recommend that future severances be approved in selected areas without an Official Plan amendment.

As indicated by Natural Resources/Soils Schedule A to the Official Plan, the subject property may have alluvial and lacustrine clay soils. Alluvial soils lack the bearing capacity to support foundations. As such, Building Division will require that all building drawings submitted for approval are stamped by a qualified Engineer, indicating that the footings have been designed to ensure that they can support the weight of the building. Lacustrine clay soils lack the ability to support the operation of domestic sewage systems. To ensure a proper functioning septic system, the applicants may be required to import fill, or choose an alternative means of handling domestic sewage. Given the size of the severed and retained parcels, this should not be an issue. The applicants are aware of the soil constraints associated with the subject property, as well as the additional requirements prior to the issuance of a building permit, and septic approval from Algoma Public Health.

Comments

The applicants, Scott and Sheri Howard are requesting an Official Plan amendment to facilitate a rural severance application to the Committee of Adjustment. Referring to the sketch attached, the subject property is large, with 205m (672.6') of frontage, and 394m (1292.7') of depth; approximately 8.1 ha (20acres). The severed portion of the property will be approximately 0.8ha (2 acres) with 45m (150') of frontage and 180m (590') of depth. The resulting lot

6(6)(a)

areas and frontages of both the severed and retained portions will adhere to the lot regulations set out for the Rural Area in Zoning By-law 2005-150.

The subject property and surrounding parcel fabric remain relatively intact as large blocks, although the area is well beyond the City's anticipated requirements for future urban residential growth. As such, this severance will not impact the future growth of the existing Urban Settlement area.

Correspondence attached indicates that the subject property is under the jurisdiction of the Conservation Authority, although the portion of the lot that is being severed is not. Prior to development upon the retained parcel, a permit from the Conservation Authority will be required.

Correspondence from Engineering indicates no objections to the proposed severance, although the possibility of alluvial soils within the area should be addressed by a professional Engineer prior to the issuance of a building permit. The applicants are aware of the soil constraints upon the subject property, and will have a certified professional ensure that building footings are adequately designed.

Planning Director's Recommendation

That City Council approve Official Plan Amendment No. 151 by way of a notwithstanding clause to the Rural Area policies of the Official Plan, which will facilitate a severance application to the Committee of Adjustment for one (1) additional rural residential lot.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

PT/pms

PUBLIC HEARING – 2008 06 23, Council Chambers, Civic Centre

**AMENDMENT NO. 151
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area policies.

LOCATION

Part of the SW ¼ of Section 31, located on the east side of Town Line, approximately 583m (1913') north of Base Line. Civic No. 714 Town Line. Zoning Map 2-27.

BASIS

This Amendment is necessary in view of a request to sever the subject property to create one additional single rural residential lot.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

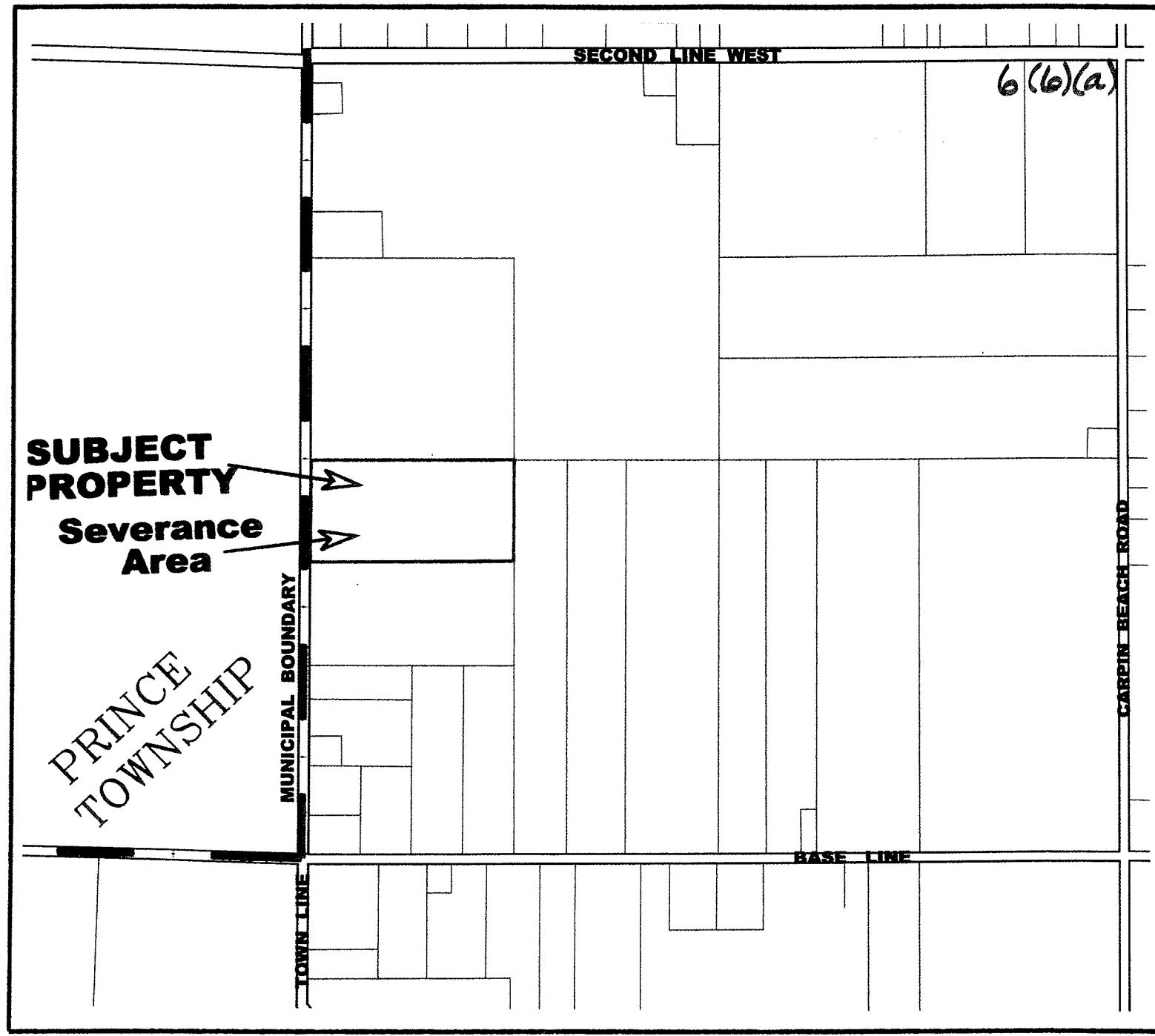
The Official Plan for the City of SSM is hereby amended by adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

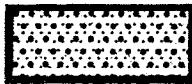
103. Notwithstanding the Rural Area policies of the Official Plan, lands described as Part of the SW ¼ of Section 31, located on the east side of Town Line, approximately 583m (1913') north of Base Line, Civic No. 714 Town Line, may be used for one (1) additional rural residential lot.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN SCHEDULE "C" LAND USE LEGEND



RESIDENTIAL



INDUSTRIAL



PARKS
RECREATIONAL



COMMERCIAL



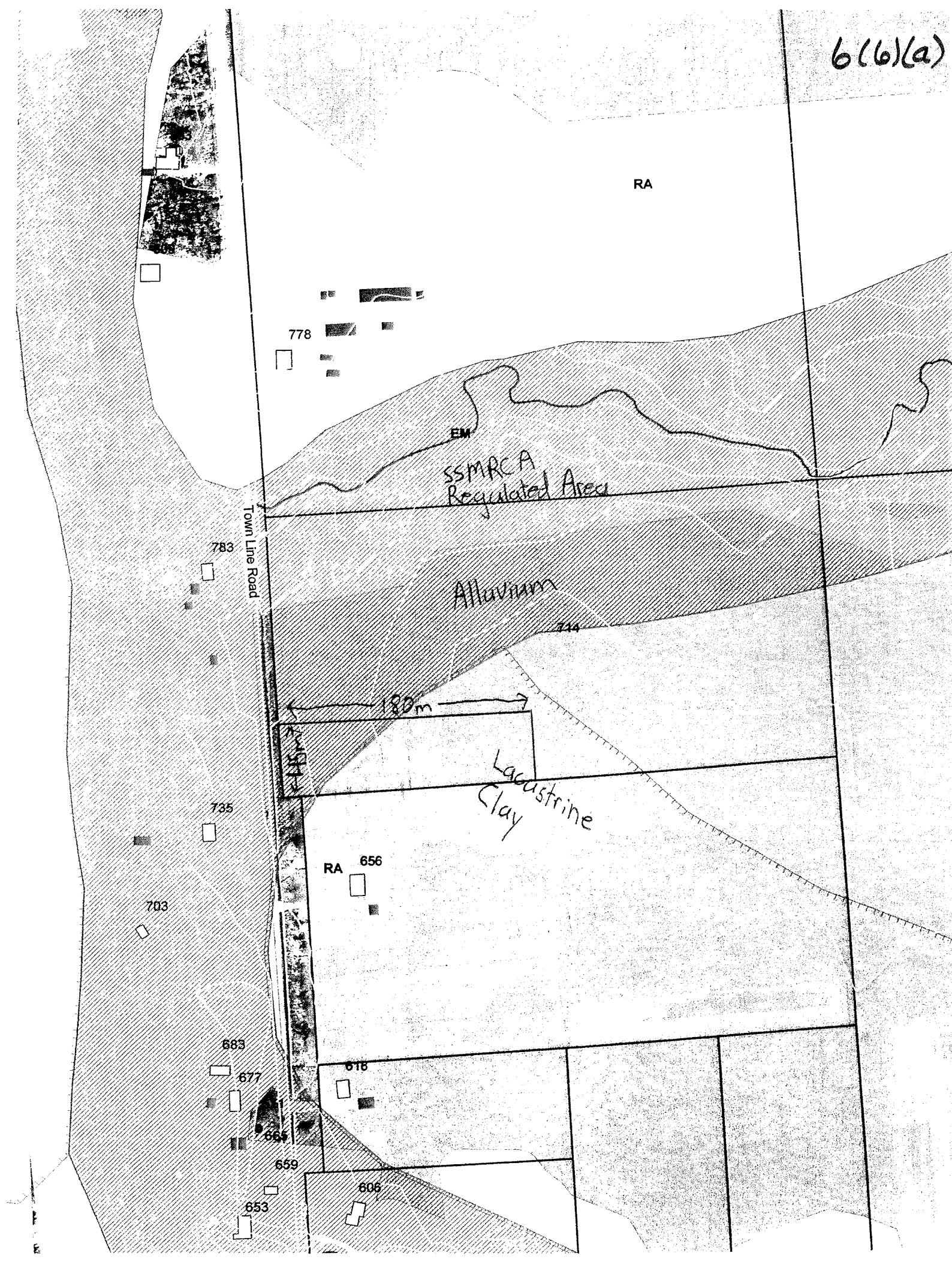
INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 151

6(6)(a)



*"Man and Nature"*

June 12, 2008

Sault Ste. Marie Region Conservation Authority

6(6)(a)

FAX

FILE # 2

→ Person TONY 220

→ MARLENE
946-8530

DATE: JUN 12 /08

Post-it
Notes**Conservation Authority Comments:**

Application # A-16-08-OP
Scott Howard and Sheri Howard
714 Town Line Road
Sault Ste. Marie

- The subject properties are located in an area under the jurisdiction of the Conservation Authority with regard to the Development, Interference with Wetlands and Alterations to Shoreline and Watercourses O.Reg.176/06.
- This property is subject to the Shoreline Management Plan.
- This property is subject to Source Water Protection
- A permit is required prior to ANY site grading, excavating, filling, development or construction.
- We have no comments or objections to this application
- Other:

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. The proposed severed lot is not within the regulated area and therefore would not require a permit from our office.

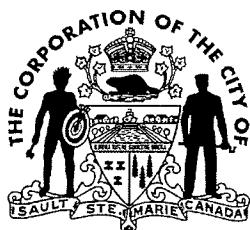
The subject property is NOT under consideration of the Source Water Protection Program of the Conservation Authority with regard to Drinking Water Source Protection while the proposed development remains residential. CA staff should review any plans prior to a Building Permit being issued for any severed property located at 714 Town Line Road.

Sincerely,

Marlene McKinnon
GIS Specialist

File: A-16-08-OP_12Jun08.doc

Phone: (705) 946-8530 * Fax (705) 946-8533 * Email: nature@ssmrca.ca
 1100 Fifth Line East * Sault Ste. Marie, Ontario P6A 5K7
www.ssmrca.ca



2008 06 12

Bldg. File: 24,019

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

FROM: Catherine Taddo, P. Eng.
Municipal Services Engineer

SUBJECT: APPLICATION No. A-16-08-OP
714 TOWN LINE ROAD
REQUEST FOR AN AMENDMENT TO THE OFFICIAL PLAN

The Engineering Department has reviewed the above noted application, and has no objections; however, we are in support of the Planning Departments comments regarding the following policy:

"No development applications or building permits shall be approved for development on alluvial soils without a review and a report prepared by professional engineer approved by the municipality."

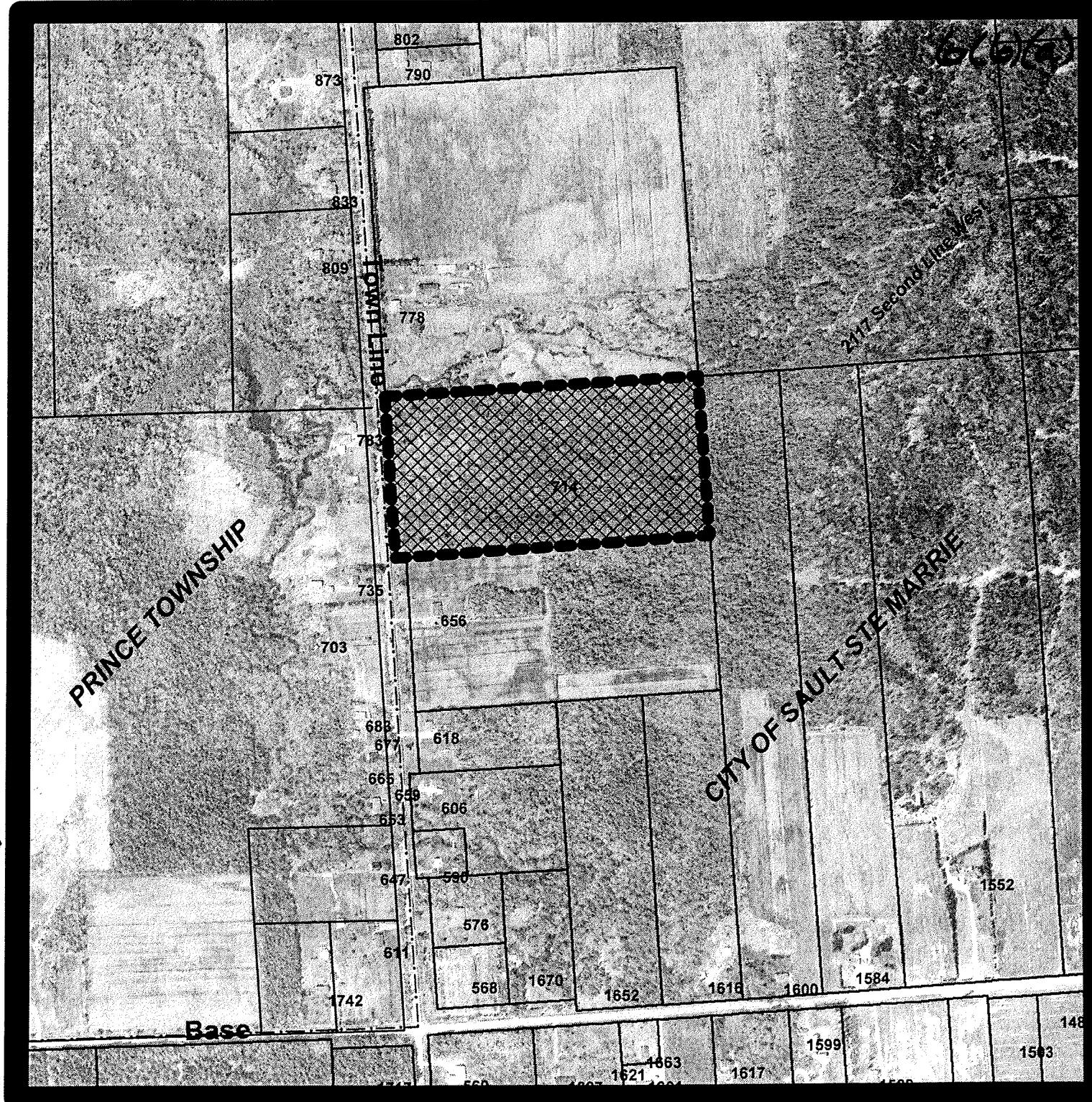
If you require anything further please, contact me.

Sincerely,

A handwritten signature in cursive script that reads "C. Taddo".

Catherine Taddo, P. Eng.
Municipal Services Engineer

c: Jerry Dolcetti, RPP
Jim Elliott, P. Eng.



2004 ORTHO PHOTO

Application A-16-08-OP

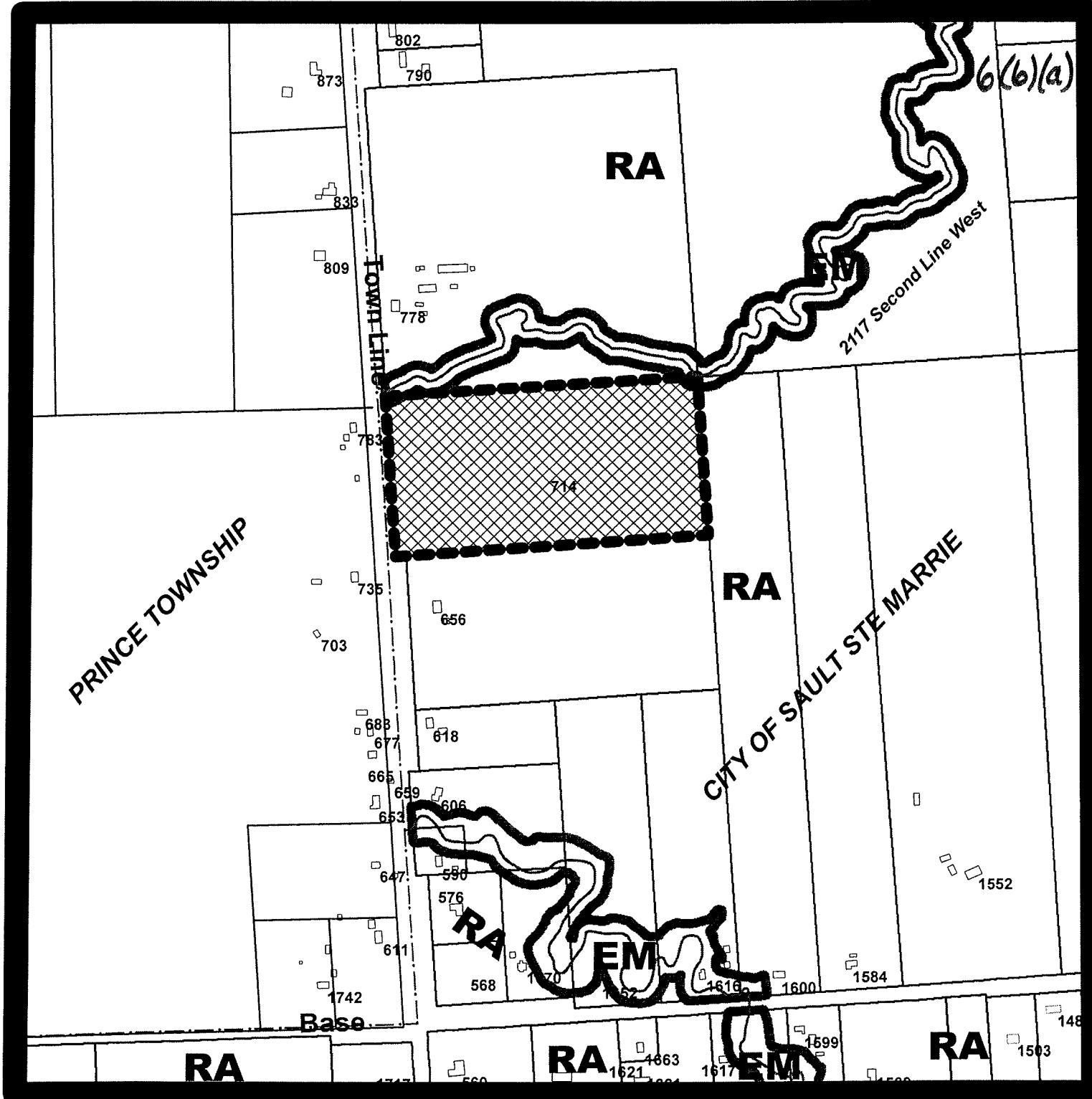
Metric Scale
1 : 7000



Subject Property - 714 TOWN LINE ROAD

----- Municipal Border

MAPS
512 & 1-27



EXISTING ZONING MAP

Application A-16-08-OP



Subject Property - 714 TOWN LINE ROAD

— — — Municipal Border

[White Box] RA - Rural Area Zone; RAhp

[Solid Black Box] EM - Environmental Management Zone

Metric Scale
1 : 7000



MAPS
512 & 1-27

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2008-123

AGREEMENTS: (E.3.4.) A by-law to authorize an agreement between the City and Ellwood Robinson Limited. (Contract 2008-7E)

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 23rd day of June, 2008 and made between the City and Ellwood Robinson Limited for the resurfacing of Great Northern Road from Fourth Line to Fifth Line including rejuvenating the existing pavement and placing a new layer of hot mix asphalt on the surface. (Contract 2008 - 7E)

2. SCHEDULE "A"

Schedule "A" hereto forms part of its final passing.

READ THREE TIMES and PASSED in open Council this 23rd day of June, 2008.

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT 2008-7E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 23rd day of June in the year 2008 by and between Ellwood Robinson Limited hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

GREAT NORTHERN ROAD RESURFACING
NORTH OF FIFTH LINE TO FOURTH LINE
CONTRACT 2008-7E

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

THE CONTRACTOR: Ellwood Robinson Limited
2075 Great Northern Road
Sault Ste. Marie, ON P6A 5L2

THE OWNER: Jerry D. Dolcetti, RPP
Commissioner, Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Facsimile 705-541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - JOHN ROWSWELL

(seal)

CITY CLERK - DONNA P. IRVING

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-124

AGREEMENTS: (E.3.4.) A by-law to authorize an agreement between the City and Pioneer Construction Inc. (Contract 2008-8E)

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 23rd day of June, 2008 and made between the City and Pioneer Construction Inc for construction of a 200 metre right turn lane at the northeast quadrant of Great Northern Road and Second Line East. (Contract 2008 – 8E)

2. SCHEDULE "A"

Schedule "A" hereto forms part of its final passing.

READ THREE TIMES and PASSED in open Council this 23rd day of June, 2008.

MAYOR – JOHN ROWSWELL

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

CITY CLERK – DONNA IRVING

SCHEDULE "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT NO. 2008-8E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 23rd day of June in the year 2008 by and between

Pioneer Construction Inc. hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**GREAT NORTHERN ROAD AND SECOND LINE INTERSECTION
NORTHEAST QUADRANT TURN LANE
Contract No. 2008-8E**

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfil everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
 6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation:
The Corporation of the City of
Sault Ste. Marie
P. O. Box 580
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

The Contractor: Pioneer Construction Inc.
845 Old Goulais Bay Rd.
Sault Ste. Marie, ON
P6A 5K8

The Engineer: Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON
P6A 5K8

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
 6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation:
The Corporation of the City of
Sault Ste. Marie
P. O. Box 580
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

The Contractor: Pioneer Construction Inc.
845 Old Goulais Bay Rd.
Sault Ste. Marie, ON
P6A 5K8

The Engineer: Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON
P6A 5K8

18/06

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – John Rowswell

(seal)

City Clerk - Donna P. Irving

PIONEER CONSTRUCTION INC.

Signing Officer

(seal)

Signature

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-126

AGREEMENTS: (T.2.2.) A by-law to authorize an agreement between the City and the firm of M.R. Wright and Associates to perform the biannual bridge inspection services and reports.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 23rd day of June, 2008 and made between the City and the firm of M.R. Wright and Associates to perform the biannual bridge inspection services and reports.

2. SCHEDULE "A"

Schedule "A" hereto forms part of its final passing.

3. EFFECTIVE DATE

This by-law takes effect on the date of its final passing.

READ THREE TIMES and PASSED in open Council this 23rd day of June, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

(10c)

SCHEDULE "A"

- 1 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 23rd day of June
A. D. 2008**

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Hereinafter called the 'Client'
THE PARTY OF THE FIRST PART

-AND-

M.R. WRIGHT & ASSOCIATES CO. LTD.

Hereinafter called the 'Consultant'
THE PARTY OF THE SECOND PART

WHEREAS the Client intends to perform inspections and reporting of 33 municipal structures, 7 pedestrian bridges, and 33 overhead sign structures, in the City of Sault Ste. Marie, Ontario, in accordance with the proposal as attached provided by M.R. Wrights and Associates Co. Ltd. dated April 9th, 2008.

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

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

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

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

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

1.02 Services

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

1.03 Compensation

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

1.04 Staff and Methods

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

1.05 Drawings and Documents

Subject to Section 3.2.2 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

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

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

1.07 Records and Audit

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

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.2. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

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

1.10 Indemnification

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

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

1.11 Insurance

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

a) Comprehensive General Liability

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability Insurance.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

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

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

1.12 Contracting for Construction

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

1.13 Assignment

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

1.14 Previous Agreements

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

1.15 Approval by Other Authorities

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

1.16 Principals and Executives

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

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

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

1.19 Publication

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

1.20 Confidential Data

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

The Client shall not divulge any specific form, report or electronic version thereof that may be reproduced by a third party deemed a competitor of the Consultant. The Consultant acknowledges that the information contained within the final submission is deemed information for the general public and domain.

1.21 Dispute Resolution

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

1.22 Time

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

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

1.23 Estimates, Schedules and Staff List

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

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

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

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

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

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

1.23.3 Monthly Reporting of Progress

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

- 6 -

1.24 Additional Conditions

ARTICLE 2 - SERVICES

2.01 Services to be provided by Consultant

- Inspection of 33 municipal structures, 7 pedestrian bridges, and 33 overhead sign structures.
- Municipal Structural Inspection forms completed for each structure, including pictures for reference.
- Submit a recommended maintenance program detailing prioritized repairs based upon the MTO's Bridge Sufficiency Index.
- Services outlined in the Consultant's Proposal #08-045 as attached.

2.02 Services to be provided by Client

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

(a) Cost of the Work:

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

(b) Site:

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

3.2 Basis of Payment

The Client shall pay based on fees calculated on a Time Basis as outlined in Proposal #08-045 with an upset limit of \$33,000.00 plus G.S.T.

3.2. 1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis as presented in Proposal #08-045, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification:	Hourly Rate:
Principals and Executives	\$130 per hour
Intermediate Engineer	\$115 per hour
Technician	\$65 per hour
Administration	\$40 per hour

These rates will be fixed for the duration of the project.

3.2.2.2 Time Expended

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

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

- 3.2.2.1 Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$40 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing set shall not be included in this rate.
- 3.2.2.2 Telecommunication costs (COM) other than video-conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of disbursements. The assessment shall include costs for use of telephone/telecommunication services (including maintenance and support) and facsimile transmissions.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

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

- 10 -

SIGNED, SEALED AND DELIVERED

in the presence of:

) _____
)
) _____
)
) _____
)
) _____
)

CONSULTANT

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

(Signature) _____

(Name) _____

(Title) _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

[REDACTED]

Mayor - John Rowswell

Clerk

City Clerk - Donna P. Irving



ENGINEERING OFFICE

Member of Consulting Engineers of Ontario

Member of Association of Consulting Engineers of Canada

Certificate of Authorization Professional Engineers Ontario



Structural

Civil & Municipal

Environmental

Geotechnical

Mechanical & Electrical

Inspection & Testing

FAX COVER

Date: **April 10, 2008**

To: **City of Sault Ste. Marie, Engineering Department**

Attention: **Mr. Don Elliott, P.Eng.** Fax No.: **541-7165**

Mail Copy to Follow: Yes No No. of Pages (Incl. Cover) **23**

From: **John McDonald** Our Contract No. **08-045**

Regarding: **Bi-Annual Municipal Bridge Inspections - Proposal**

Please find the attached proposal from Mr. John McDonald.

document1



100 ENGINEERING OFFICE

Member of Consulting Engineers of Ontario

Member of Association of Consulting Engineers of Canada

Certificate of Authorization Professional Engineers Ontario



Structural

Civil & Municipal

Environmental

Geotechnical

Mechanical & Electrical

Inspection & Testing

Proposal #08-045

April 9, 2008

Mr. Don J. Elliott, P. Eng.
Director of Engineering Services
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

via fax 541-7165 (23 pages incl. cover)

Re: Bi-Annual Municipal Bridge Structure Inspections

Dear Sir:

We thank you for the opportunity to submit a proposal for the above noted services. We enclose the following:

- Section 1 from the OSIM, Ontario Structural Inspection Manual, which outlines the performance objectives of these inspections.
- A copy of a blank "Municipal Structure Inspection Form" to be completed for each structure.
- List of 33 Municipal Structures.
- List of 7 Pedestrian Bridges.
- List of 33 Overhead Sign Structures (36 total – 3 N/A)

As noted in Section 1, the inspector should spend 2 to 3 hours at each bridge, and we would anticipate a comparable time completing reports in the office. However, as we currently have details of each structure on file we recognize that this time would be reduced and thus represent a savings to the city from our previous quotation presented in 2006. We would therefore expect Engineering Costs to be \$500.00 average cost per bridge site. We would therefore quote an upset fee of \$18,000.00 plus G.S.T. for the bridge structures, and \$2,800.00 plus GST for inspection of the smaller pedestrian structures. Further to our telephone conversation we are of the understanding that you require inspection of overhead signage structures. We propose to complete the inspections and reporting of these structures (number and location as provided) for a fee of \$350.00 plus GST each for an upset fee of \$11,500.00. Disbursements associated with the project would be charged at our standard rate.

Our deliverables would include Municipal Structural Inspection forms completed for each structure, including pictures for reference. In addition we would submit a recommended maintenance program detailing prioritized repairs similar to that previously provided. Our recommend maintenance program would be based upon the MTO's Bridge Sufficiency Index.

w:\o2-mrw-correspondence\general\quotes & proposals\cityssm\2008\08-045-city biannual bridge inspections jm apr 11 08.doc

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Our proposed plan would be to perform some of the bridge inspections in conjunction with our current contract for the repair and maintenance of selected bridges. As a result some cost savings to you may be realized. We would anticipate 2 months to complete the work and please advise us should you wish us to proceed.

Yours truly,



John McDonald, E.I.T.

jm
Encl.

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2008-127

AGREEMENTS: (T.2.2.) A by-law to authorize an agreement between the City and the firm of M.R. Wright and Associates.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 23rd day of June, 2008 and made between the City and the firm of M.R. Wright and Associates to provide design and contract administration services for the widening of four single lane bridges located in the Township of Prince.

2. SCHEDULE "A"

Schedule "A" hereto forms part of its final passing.

3. EFFECTIVE DATE

This by-law takes effect on the date of its final passing.

READ THREE TIMES and PASSED in open Council this 23rd day of June, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.
CITY SOLICITOR

10/0d

SCHEDULE "A"

- 1 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 23rd day of June A. D. 2008

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Hereinafter called the 'Client' **THE PARTY OF THE FIRST PART**

-AND-

M.R. WRIGHT & ASSOCIATES CO. LTD.

Hereinafter called the 'Consultant'
THE PARTY OF THE SECOND PART

WHEREAS the Client intends to perform the retrofitting of Municipal Bridge No.'s 16, 17, 19 and 31 to two lanes, in the City of Sault Ste. Marie, Ontario.

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

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

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

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

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

1.02 Services

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

1.03 Compensation

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

1.04 Staff and Methods

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

1.05 Drawings and Documents

Subject to Section 3.2.3 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

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

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

1.07 Records and Audit

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

1.08

Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.3. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09

Suspension or Termination

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

1.10

Indemnification

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

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

1.11

Insurance

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

a) Comprehensive General Liability

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability Insurance.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.3.

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

1.12 Contracting for Construction

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

1.13 Assignment

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

1.14 Previous Agreements

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

1.15 Approval by Other Authorities

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

1.16 Principals and Executives

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

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

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

1.19 Publication

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

1.20 Confidential Data

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

The Client shall not divulge any specific form, report or electronic version there of that may be reproduced by a third party deemed a competitor of the Consultant. The Consultant acknowledges that the information contained within the final submission is deemed information for the general public and domain.

1.21 Dispute Resolution

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

1.22 Time

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

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

1.23 Estimates, Schedules and Staff List

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

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

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

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

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

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

1.23.3 Monthly Reporting of Progress

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

1.24 Additional Conditions**ARTICLE 2 - SERVICES****Part A – As Per the Attached Proposal Dated September 11, 2007****Part B – Specifications and Tendering:**

- Complete necessary tender documents and specifications.
- Publicly advertise tender on or about August 1, 2008
- Allow for a four week tendering period, and provide recommendations for a tender award.

Part C – Full-Time Construction Supervision:

A full time Construction Supervisor and/or Inspector will provide construction services as follows:

- oversee all construction activities
- maintain records for quantity payments
- advise the contractor on design issues, revisions, change orders, etc.
- maintain daily records
- record as built information including periodic layout and measurement checks,
- arrange for quality control testing during construction.
- enforcement of the Occupational Health and Safety Act on the job site.
- work closely with the Contractor to observe all activities, maintain lines, and grades, and provide quantity measurements.

Part D – Post Construction Services

During this Phase, we would provide a variety of functions for the Owner as follows:

- provision of as-built drawings
- review of deficient work
- warranty inspections
- final progress payments and holdback releases.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

(a) **Cost of the Work:**

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

(b) **Site:**

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

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

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

Classification:	Hourly Rate:
Principals and Executives	\$130 per hour
Intermediate Engineer	\$115 per hour
Technician	\$65 per hour
Administration	\$40 per hour

These rates will be fixed for the duration of the project.

3.2.2.2 Time Expended

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

3.2.2 Upset Limit

For that part of the Services described in Article 2 Part A, an upset limit as per the attached Proposal dated September 11, 2007 shall be established.

3.2.3 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.3.1 Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$40 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing set shall not be included in this rate.

3.2.3.2 Telecommunication costs (COM) other than video-conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of disbursements. The assessment shall include costs for use of telephone/telecommunication services (including maintenance and support) and facsimile transmissions.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

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

3.3.2

Upset Fee Estimate

A preliminary estimate of fees based on an estimated cost of construction has been provided by the Consultant. See attached Appendix 1, dated September 11, 2007, for further details.

IN WITNESS THERE OF, the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

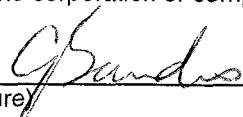
in the presence of:

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CONSULTANT

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



(Signature)



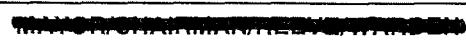
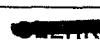
(Name)



(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

 Mayor - John Rowswell City Clerk - Donna P. Irving



Structural

Civil & Municipal

Environmental

Geotechnical

Mechanical & Electrical

Inspection & Testing

Proposal

September 11, 2007

Mr. Don Elliott, P. Eng.
Director of Engineering Services
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

Re: Proposal for Engineering Services, Design of Bridge Upgrades

Dear Sir:

As requested at our meeting this afternoon, we are pleased to submit this proposal for the design of generic upgrades to eight (8) municipal bridges including the Gagnon Road Bridge located in Prince Township.

The proposed scope of work is to include;

1. Detailed structural evaluation of the existing abutments, including wingwalls, footings and wood piling to determine the adequacy of supporting additional loadings at each structure.
2. Determine feasibility of the proposed generic design as it applies to each individual structure.
3. Load test the "worst case" abutment. This requirement may be waved dependant on the condition assessment as described in Item 1. Work to include geotechnical investigation if none available.
4. Complete Generic Detailed Design compatible to each structure, similar to the work completed on municipal bridge No. 16.

We would estimate our cost at \$22,500.00 for the generic design and a cost of \$4,850.00 per bridge for detailed evaluation and collection of site specific data. We would also propose to provide a breakdown of construction costs estimated in 2008 dollars. We would therefore summarize our cost proposal for engineering services as follows;

Part A - 4 municipality of Sault Ste. Marie Bridges (No.'s 9,17, 19, & 31)

Engineering Fee 4 x \$4,850.00	\$19,400.00
+ 4/9 of \$22,500.00	<u>\$10,000.00</u>
Total \$29,400.00	

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Part B - 4 Shared Structures, Prince Township and City of SSM as above. (No's 12, 13, 14, & 15)

\$29,400.00

Part C - Gagnon Road Bridge \$4,850 + \$2,500.00

Total \$7,350.00

We trust you will find the attached proposal adequate for your consideration and we await for your instruction to proceed. We would propose the work be conducted under a standard MEA agreement.

Yours Truly,



John McDonald, E.I.T.

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008- 122

LICENCE OF OCCUPATION: (File No. L-323) A By-law to authorize a licence between the City and the Ontario Realty Corporation for the installation of a air quality monitoring station on City property (Bonney Street pumping station).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated this 11th day of June, 2008 and made between the City and the Ontario Realty Corporation for an air quality monitoring station located on City property at Bonney Street.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

READ THREE times and PASSED in Open Council this 23rd day of June, 2008.

MAYOR – JOHN ROWSWELL

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.
CITY SOLICITOR

CITY CLERK – DONNA IRVING

LICENSE AGREEMENT

THIS AGREEMENT is made in quadruplicate on the 11th day of June, 2008.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "Licensor"

AND:

**ONTARIO REALTY CORPORATION ACTING AS AGENT
ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE MINISTER
OF PUBLIC INFRASTRUCTURE RENEWAL**

hereinafter called the "Licensee"

WHEREAS the Licensor is the registered owner of the building municipally known as 765 Bonney Street, in the City of Sault Ste. Marie, Ontario (the "Building"), and the land underneath the Building and the land owned or controlled by the Licensor which are directly adjacent to the Building (the "Land");

AND WHEREAS the parties hereto have agreed that the Licensee shall have the right, pursuant to the license herein granted, to utilize the premises comprising approximately One Hundred (100) square feet in the area marked with an "X" (the "Licensed Premises") and shown on the plan attached hereto as Schedule "A", subject to the terms and conditions of this License Agreement (the "Agreement").

Now therefore, in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto and of the mutual covenants and agreements herein contained and expressed, it is agreed between the parties as follows:

1. Grant of Licence

The Licensor hereby grants to the Licensee the license and privilege to use the Licensed Premises for the purpose of placing and maintaining a ten-foot by ten-foot (10' x 10') air monitoring station ("Air Monitoring Station") on the Licensed Premises, and for no other purpose without the prior written consent of the Licensor.

2. Term

The Agreement shall be for a term of Seven (7) months, commencing on July 1, 2008 and terminating on January 31, 2009 (the "Term"). The Licensee shall, at its discretion, have the right at any time upon giving the Licensor thirty (30) days prior written notice to terminate this License without penalty.

3. Maintenance, Repair and Upkeep of the Licensed Premises

The Licensee covenants with the Licensor, at its sole cost and expense, to maintain the Licensed Premises in a clean and tidy condition and in a good state of repair throughout the Term.

4. Operating Expenses and Services

The Licensor shall provide hydro services for the Licensed Premises to run the air monitoring equipment, which will require 1.27 kwh/day or 38.0 kwh/month at no additional cost to the Licensee. The Licensee shall be responsible for all maintenance and repairs to the Air

Monitoring Station. The Licensor shall at its sole expense maintain the Building and the Land with a minimum of disruption to the Licensee's functions.

5. Access

The Licensor shall permit the Licensee, its agents, invitees and those having business with any of them, full and uninterrupted access to the Licensed Premises during the Term.

6. License, Not Lease

No legal title or interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

7. Environmental Contaminants

The Licensor: (i) represents and warrants that to the best of its knowledge, there has not been and is not now; and (ii) covenants to make its best efforts to ensure that there will not be, at any time during the Term, any Environmental Contaminant ("Environmental Contaminant" includes any hazardous or toxic substances or materials, including without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammable, explosive or improperly handled friable materials including asbestos, mould, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminant or pollutant in or pursuant to any law of any Authority) located, stored, manufactured, refined, disposed of, produced, processed or incorporated in or on any part of the Land. In the event that there is any Environmental Contaminant on the Licensed Premises or the Land, which is not handled in accordance with this Agreement, the Licensee may immediately terminate this Agreement.

The Licensor shall use its continuing effort throughout the Term and any extension thereof to ensure that no part of the Land is used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer or produce any Environmental Contaminant, except in strict compliance with all applicable laws of any relevant authority.

The Licensor shall notify the Licensee immediately in the event that the Licensor receives notice of any violation of any environmental law or that any order of an administrative tribunal or any Authority is made or is proposed to be made against the Licensor in respect of any Environmental Contaminant in, on or near the Land, and to notify the Licensee immediately of any discharge, release or recovery of Environmental Contaminant which is not contained in accordance with all applicable laws of any relevant authority, in or on any part of the Land.

8. Mutual Indemnities and Releases

Save and except for any damage arising from the negligent act or omission of the Licensor or Licensee, as the case may be, or any person for whom they are in law responsible, the parties hereto agree to indemnify and save harmless each other from and against any and all claims, including, without limitation, all claims for bodily injury or property damage, arising from any act or omission of the other party, any assignee, agent, contractor, servant, employee or invitee of the other party or those for whom the other party is in law responsible, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. Save and except as herein otherwise provided, the parties hereto hereby waive, release and discharge each other from all claims, actions, suits and demands whatsoever arising out of damage to or destruction of the Building (including the Licensed Premises), the contents thereof or the Lands resulting from an insured peril, and agree to look only to their respective insurance coverage in the event of such loss.

9. Insurance

The Licensor acknowledges that the Licensee in respect of damage to the Licensed Premises is self-insured and in respect of third party liability maintains a comprehensive blanket policy of insurance, and therefore shall not require the Licensee to obtain any insurance coverage.

10. Assignment and Sub-Licensing

The Licensee shall not assign this Agreement or sublicense the Premises without the prior written consent of the Licensor. The Licensor acknowledges and agrees that the use or occupation of all or part of the Licensed Premises by any governmental agency, ministry, corporation, department or person affiliated with the Licensee does not constitute an assignment or sublicense and does not require the Licensor's consent thereof.

11. Notices

All notices and demands provided for in this Agreement shall be in writing and shall be served personally or shall be mailed to either party as follows:

To the Licensor: The Corporation of the City of Sault Ste. Marie
 Level IV – Civic Centre
 99 Foster Drive
 P.O. Box 580
 Sault Ste. Marie, ON P6A 5X6
 Fax: 705-759-5405
 Attention: City Solicitor

To the Licensee: Ontario Realty Corporation
 3767 Highway 69 South Suite 9
 Sudbury, ON P3E 4N1
 Fax: 705-564-7570
 Attention: Regional Director of Operations

If such notice is sent by mail as aforesaid, it shall be deemed to have been received by the recipient four (4) working days after date of posting. If such notice is delivered by and to the recipient it shall be deemed to have been received by the recipient on the date of delivery.

12. Conflict of Interest

The Licensor and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives shall be bound by the Municipal Conflict of Interest Act. The Licensor shall disclose to the Licensee in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

13. Not Binding on Licensee

This License Agreement is not binding on the Licensee, until it has been duly executed by or on behalf of the Minister of Public Infrastructure Renewal.

14. Entire Agreement

This Agreement constitutes and defines the entire contract and agreement between the parties hereto with respect to the Licensed Premises. No oral term or condition, warranty, collateral understanding or agreement other than expressly contained in this Agreement shall form a part of the contract or be binding upon any party hereto.

10(e)

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

MAYOR - JOHN ROWSWELL

Per: _____

Name: DONNA IRVING
Title: CITY CLERK

**ONTARIO REALTY CORPORATION ACTING AS AGENT
ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY THE MINISTER
OF PUBLIC INFRASTRUCTURE RENEWAL**

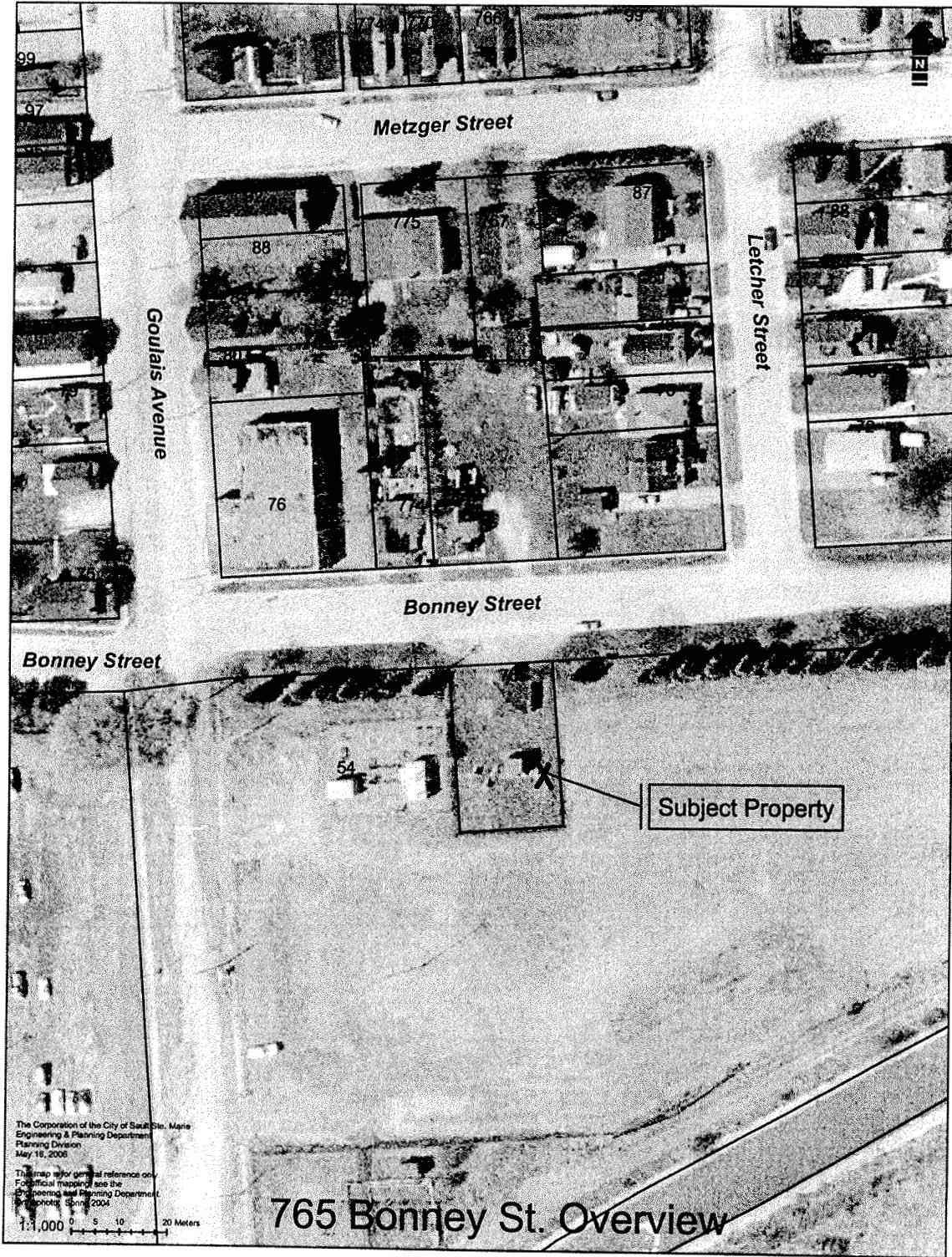
Per: _____

Name: John Cimino
Title: Regional Director of Operations

Authorized Signing Officer

SCHEDULE "A"

765 Bonney Street, Sault Ste. Marie
Location for Air Monitoring Station



10(f)

THE CORPORATION OF THE CITY OF SAULT STE.MARIE
BY-LAW NO. 2008-130

OFFICIAL PLAN AMENDMENT: A by-law to adopt
Amendment No. 151 to the Official Plan. (Scott Howard)

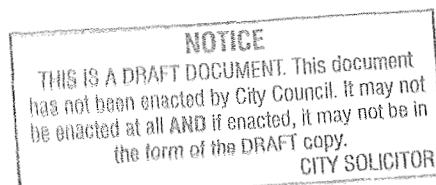
THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 151 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

Read THREE TIMES and PASSED in open Council this 23rd day of June, 2008.

MAYOR – JOHN ROWSWELL

CLERK – DONNA IRVING



**AMENDMENT NO. 151
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area policies.

LOCATION

Part of the SW ¼ of Section 31, located on the east side of Town Line, approximately 583m (1913') north of Base Line. Civic No. 714 Town Line. Zoning Map 2-27.

BASIS

This Amendment is necessary in view of a request to sever the subject property to create one additional single rural residential lot.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

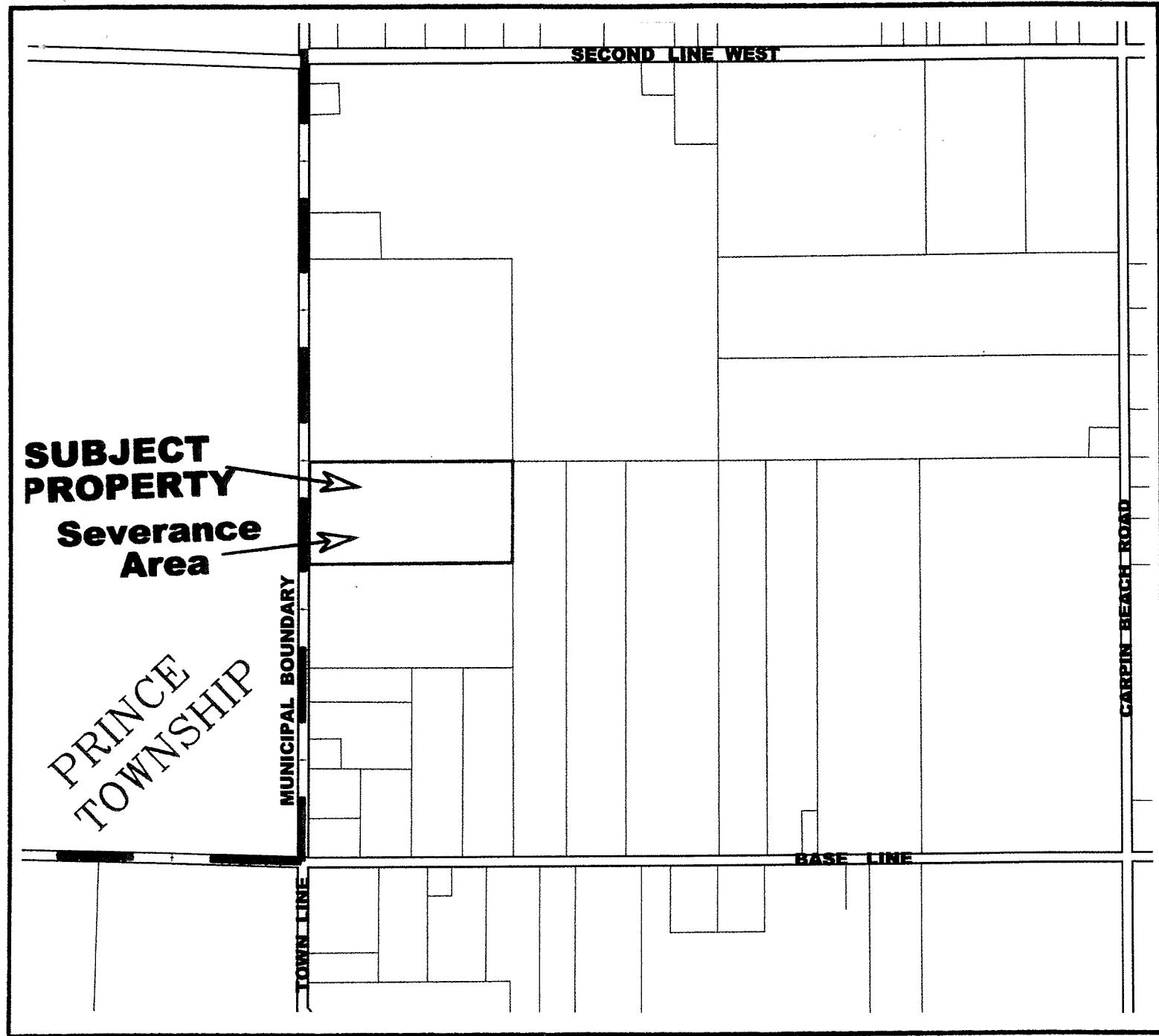
The Official Plan for the City of SSM is hereby amended by adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

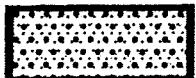
103. Notwithstanding the Rural Area policies of the Official Plan, lands described as Part of the SW ¼ of Section 31, located on the east side of Town Line, approximately 583m (1913') north of Base Line, Civic No. 714 Town Line, may be used for one (1) additional rural residential lot.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN SCHEDULE "C" LAND USE LEGEND



RESIDENTIAL



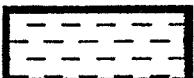
INDUSTRIAL



PARKS RECREATIONAL



COMMERCIAL



INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 151



10(9)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-119

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

READ THREE times and PASSED in open Council this 9th day of June, 2008.

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.
CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

10(g)

<u>BADGE NO. SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35 ORR,DEREK	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE
37 MILLER,STEVE	NORPRO SECURITY	ST MARY'S PAPER
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	ST MARY'S PAPER
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
179 DARLOW,LEONARD	ALGOMA UNIVERSITY	1520 QUEEN ST E
186 HARMAN,JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
190 LALONDE,BRIAN	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
191 BROWN,STEVEN,GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARDS PROPERTIES
196 SEABROOK,LAURA,LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
238 BECK,DESMOND	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
240 MASON,STEPHEN	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE/REGENT PROP.
241 COGHILL,ROBIN	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE/REGENT PROP.
248 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W
249 CHO, LINDA	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W
253 TRAVSON,TERRACEY(TERRY)	NORTH EAST SECURITY	BELLUVE MARINA & BONDAR MARINE & PARK
262 ADAM,CINDY	SAULT COLLEGE	SAULT COLLEGE
263 RECOLLECT,HOLLY	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE/REGENT PROP.
267 CORBIERE,JOHN,ALLAN	G4S SECURITY	CROSS COUNTRY/DAVEY HOME/HOSPITAL/ALGOMA UNIVERSITY
274 DAVIDSON,JAMES	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE/REGENT PROP.
275 EBARE,WALLACE	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/308 FARWELL TERR
276 SMITH,DENNIS,ROBERT	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY
296 MURDOCK,IESHIA	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP.
297 SWIRE,WILLIAM,JAMES	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP.
298 MANN,DUSTIN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME
299 DIMMA,WILLIAM,GEORGE	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/ALGOMA UNIVERSITY
301 COTTINGHAM,EDWARD,ALLEN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
307 GUREVITCH,JASON	NORTH EAST SECURITY	CAMBRIAN MALL/PINE/ CHURCHILL PLAZA/BELLVUE PARK&MARINA/STEELBACK
309 PIGEAU,EDWARD	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
314 AASEN,PAULINE	KOPRASH BUILDING SER.	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE
316 MCCULLOCH,BRANDON	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY
321 LORENZO,COREY	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP/ST.MARY'S PAPER
330 O'NEILL,ROY	RICAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
331 HAMILTON,SILVI	RICAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
334 MILLER,BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
335 GROSSO,DONALD	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL
337 RENNISON,JEFF	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
340 DAMIGNANI,MATTHEW	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
342 PICK,DENNY	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
343 CHILLMAN,JODI	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
344 HARPE,KENNETH	DAYS INN	DAYS INN HOTEL
345 SETCHELL,RODDY	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL/STEELBACK/BELLUE MARINA
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLEVUE MARINA
347 BEDELL,LUCAS	CITY OF SAULT STE MARIE	BELLEVUE MARINA
348 LEWIS,PETER	NORPRO SECURITY	SAULT COLLEGE/ELGIN TOWERS/GROUP HEALTH CENTRE
351 MCLEOD,JENNIFER	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES
352 O'CONNOR,DANIEL	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES/NCO
354 STEEVES,ROBERT	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES/NCO
357 BONENFANT,TERRANCE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
358 COLLINS,LESLIE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
360 HALLIGAN,AGNES	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
363 SMELTZER,LESLEY	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
364 SMELTZER,PETER	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
365 CLOUSTON,JOHN	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
366 TROINOW,VICTORIA	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY
367 MORIN,NATHAN	NORTH EAST SECURITY	STEELBACK CENTRE
368 WILLET,JORDAN	NORPRO SECURITY	SAULT COLLEGE
369 CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
371 LAKE,ROBERT	ON.FINNISH HOME ASS.	FINNISH REST HOME
372 BENOIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
373 RISSANEN,ANJA	ON.FINNISH HOME ASS.	FINNISH REST HOME
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
376 FINN,ROBERT	G4S SECURITY	SAULT HOSPITAL
377 BADGERO,PAUL	G4S SECURITY	ALGOMA UNIVERSITY
378 SMITH,BENJAMIN	G4S SECURITY	SAULT HOSPITAL
379 MANGONE,MATTHEW	G4S SECURITY	SAULT HOSPITAL
380 MARIN,MARTY	G4S SECURITY	SAULT HOSPITAL

106)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2008-129

PROPERTY SALE (P.4.6.392) to authorize the sale of land abutting 606 Douglas Street to Susan and Michael Greeley.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, ENACTS as follows:

1. LANDS DECLARED SURPLUS

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. SALE AUTHORIZED

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A".

3. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. SCHEDULE "A"

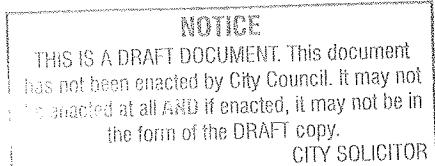
Schedule "A" hereto forms part of this by-law.

6. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

Read THREE TIMES and PASSED in open Council this 23rd day June, 2008.

MAYOR – JOHN ROWSWELL



CITY CLERK – DONNA P. IRVING

SCHEDULE "A" TO BY-LAW 2008-129

PURCHASER: Susan and Michael Greeley

CONSIDERATION: \$1,850.00

DESCRIPTION: 20' x 46' parcel of land abutting 606 Douglas Street

CONDITION: That the purchaser will also be responsible for obtaining a reference plan.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-128

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing of Crawford Avenue from Cunningham Road to Smale Avenue.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF CRAWFORD AVENUE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Crawford Avenue from Cunningham Road to Smale Avenue on the 4th of July, 2008 between the hours of 12 noon to 5:00 p.m. for the purpose of the Kids Being Kids Grand Opening.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

READ THREE TIMES and PASSED in Open Council this 23rd day of June, 2008.

MAYOR – JOHN ROWSWELL

CLERK – DONNA P. IRVING

NOTICE

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CITY SOLICITOR

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-121

TRAFFIC: (T.2.1.) A by-law to amend Schedule "K" of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of the Municipal Act, 2001, S.O., 2001 c. 25 and amendments thereto, ENACTS as follows:

1. SCHEDULE "K" AMENDED

Schedule "K" of By-law 77-200 is amended by deleting items 14, 15 and 16 on that Schedule and replacing them with the following:

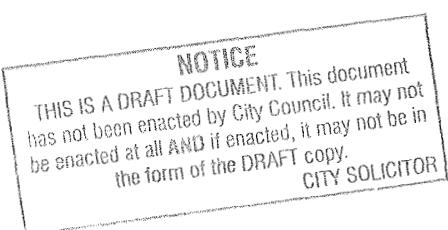
"No.	Street	Between	Maximum Speed
14	Trunk Road	Wellington Street East & 350 m east of Dacey Road	60 kph
15	Trunk Road	350 m east of Dacey Road & the easterly city limit	70 kph"

2. EFFECTIVE DATE

This by-law becomes effective on the date of its final passing.

READ THREE TIMES and PASSED in Open Council this 23rd day of June, 2008.

MAYOR – JOHN ROWSWELL



CITY CLERK – DONNA P. IRVING