

AGENDA

REGULAR MEETING OF CITY COUNCIL

2008 07 07

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor J. Caicco

Seconder - Councillor O. Grandinetti

Resolved that the Minutes of the Regular Council Meeting of 2008 06 23 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor S. Butland

Seconder - Councillor O. Grandinetti

Resolved that the Agenda for the 2008 07 07 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

(a) Proclamation - Lake Superior Day

(b) Frank Dunn, 103 Retta Street will be in attendance concerning agenda item 5.(a) and 5.(r).

(c) Mike Kornell, Jim Mihell and Kevin Hogan, Members of the Soo Finnish Nordic Ski Club will be in attendance concerning agenda item 7.(a).

PART ONE – CONSENT AGENDA

5.

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

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

Resolved that all the items listed under date 2008 07 07 - Part One - Consent Agenda be approved as recommended.

- (a) A letter from Frank Dunn, 103 Retta Street requesting that two trees on the boulevard in front of his property be removed by the City is attached for the information of Council.
- (b) Correspondence from AMO is attached for the information of Council.
- (c) Correspondence from the City of Greater Sudbury (concerning mining property assessment); Town of Caledon (concerning tax exempt allowances); the City of Toronto (concerning the 25 in 5 campaign to reduce Ontario poverty levels); and Municipality of Kincardine (concerning Physician Shortage) is attached for the information of Council.

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

Resolved that City Council supports and endorses the report of the City of Greater Sudbury Advisory Panel on Resource Revenues entitled "A Refined Argument", and requests that the Province of Ontario enter into negotiations as recommended in the report; and

Further be it resolved that Sault Ste. Marie City Council request the Province of Ontario to use any revenue-sharing framework established with Greater Sudbury as a model to address the similar needs of other mining municipalities in Ontario; and

Further that a copy of this resolution be forwarded to John Rodriguez, Mayor City of Greater Sudbury; David Oraziotti, MPP Sault Ste. Marie; Michael Brown, MPP Algoma-Manitoulin; FONOM and AMO.

- (d) Letters from the Minister of Transportation concerning 2008 Highway Connecting Link Projects funding of \$1,143,750.00 and funding of \$1,465,401.00 for municipal road and bridge capital investment needs is attached for the information of Council.
- (e) A letter from the Co-Chairs, Lake Superior Binational Forum concerning Lake Superior Day is attached for the information of Council.

5. (f) A letter from Muscular Dystrophy Canada thanking the Sault Ste. Marie Professional Fire Fighters Association who raised \$4,430.13 during their Muscular Dystrophy Canada fundraising event is attached for the information of Council.
- (g) A letter from the Sault Ste. Marie Professional Fire Fighters Association thanking the Corporation's negotiating team is attached for the information of Council.
- (h) A letter from Councillor Steve Butland to Canada Post concerning maintenance of community mail boxes is attached for the information of Council.
- (i) Letters requesting permission for private property liquor license extensions are attached for the consideration of Council.

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

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

- 1) Student Administrative Council of Sault College
443 Northern Avenue
August 26 to September 7, 2008 from 12:00 noon to 11:00 p.m.
- 2) Portuguese Canadian Association Picnic
5 Cornwall Street
August 2, 2008 from 12:00 noon to 6:00 p.m.

- (j) Correspondence concerning a request for permission to hold a special occasion permit event at an outdoor municipal facility is attached for the consideration of Council.

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

Resolved that the following request to hold a Special Occasion Permit Event at a municipal facility on the stated date and times be endorsed by City Council:

Clergue Park
Rotary Club - Carnival Capers
July 17, 2008 from 7:00 to 10:00 p.m.

- (k) The Outstanding Council Resolutions List dated 2008 06 23 is attached for the information of Council.

5. (l) **Appointment to F. J. Davey Home Board of Directors**

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

Pursuant to an agreement between the F. J. Davey Home and the City of Sault Ste. Marie in which one of the conditions is that all Directors of the Davey Home shall be elected from the members approved by the City;

Resolved that City Council accepts the recommendation of the F. J. Davey Board of Directors and approves the appointment of Anne Gregory to fill a vacancy on the Board of Directors.

(m) **Council Travel**

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

Resolved that Councillor S. Butland be authorized to travel to Toronto 2 days in July to meet with the Recycling Council of Ontario, Green Roofs for Healthy Cities Organization, G.T.A. Environmental Solutions and Jonathan Cocker of Baker and Mackenzie regarding Carbon Neutrality for Municipalities with the cost of the above not to exceed \$500.00.

(n) **Staff Travel Request**

A report of the Chief Administrative Officer is attached for the consideration of Council.

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

Resolved that the Staff Travel Request contained in the report of the Chief Administrative Officer dated 2008 07 07 be approved as requested.

(o) **Property Tax Appeals**

A report of the City Tax Collector is attached for the consideration of Council.

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

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 07 07 be approved and the tax records be amended accordingly.

(p) **Memorandum of Settlement - Fire Association - 2006 to 2010**

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

5. (p) Mover - Councillor S. Butland
Seconder - Councillor O. Grandinetti
Resolved that the report of the Commissioner of Human Resources dated 2008 07 07 concerning Memorandum of Settlement Fire Association - 2006 to 2010 be accepted and further that the Memorandum of Settlement between the Sault Ste. Marie Professional Firefighters' Association, Local 529 and the City of Sault Ste. Marie (Fire Services Department) 2006 to 2010 be approved for ratification by City Council and that the appropriate by-law be presented at a future Council Meeting.
- (q) **Seniors Drop-In Centre, 615 Bay Street - HVAC System Replacement**
A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover - Councillor J. Caicco
Seconder - Councillor O. Grandinetti
Resolved that the report of the Manager of Recreation and Culture dated 2008 07 07 concerning Seniors Drop-In Centre, 615 Bay Street - HVAC System Replacement be accepted and the recommendation that Council authorize staff to tender for the replacement of the HVAC unit at the Seniors Drop-In Centre at an estimated cost of \$15,0000.00 to \$20,000.00 with funds to come from the Unforeseen Expenses Account be approved.
- (r) **Tree Removal Due Construction - Reconstruction of Retta Street (Mark Street to Wellington Street)**
A report of the Design and Construction Engineer is attached for the consideration of Council.

Mover - Councillor S. Butland
Seconder - Councillor O. Grandinetti
Resolved that the report of the Design and Construction Engineer dated 2008 07 07 concerning Request for Tree Removal - Reconstruction of Retta Street be accepted as information.
- (s) **Contract 2008-6E - Miscellaneous Asphalt Repaving**
A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-law 2008-134 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (t) **Gateway Project Update**
A report of the Commissioner of Engineering and Planning is attached for the consideration of Council.

5. (t) Mover - Councillor J. Caicco
Seconder - Councillor O. Grandinetti
Resolved that the report of the Commissioner of Engineering and Planning dated 2008 07 07 concerning Gateway Project Update be accepted as information.
- (u) **Zoning By-law 2008-31 - 756 Landslide Road - Proposed Use as a Place of Worship**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor S. Butland
Seconder - Councillor O. Grandinetti
Resolved that the report of the City Solicitor dated 2008 07 07 concerning Zoning By-law 2008-31 - 756 Landslide Road - OMB Appeal Withdrawn be accepted as information.
- (v) **Update of Streets By-law 69-150**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2008-131 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (w) **Easement Agreement - 1046-1048 North Street**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2008-132 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (5) **LEGAL**
- (a) **Amendments to Taxi By-law 2005-154**
A report of the Assistant City Solicitor is attached for the consideration of Council. Note: This matter was referred to Police Services Board on 2008 06 09 for a report back to Council with recommendation. Minutes of the Board Meeting held 2008 06 24 are attached for the information of Council. The relevant By-law 2008-104 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

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

- (a) Mover - Councillor S. Butland
Seconder - Councillor B. Hayes

Whereas the Soo Finnish Nordic Ski Club has become a successful, independent, 1,200 member strong non-profit organization; and

Whereas the Hiawatha Highlands has remained a recreational hub for decades dating back to 1926; and

Whereas recreational opportunities, all within the city limits of Sault Ste. Marie are present: cross-country skiing, mountain biking, hiking and snowshoeing; and

Whereas amicable relationships have been established amongst the Conservation Authority, Kinsmen Club, Soo Finnish Nordic Ski Club and the Bible Fellowship Assembly Church; and

Whereas the Soo Nordic Finnish Ski Club wishes to pursue a feasibility study for the construction of a new lodge through a local initiatives CDC grant; and

Whereas the group wishes to incorporate "Leed" green building design into the new structure;

Be it resolved that City Council strongly endorses this initiative through a letter of offer any support, counsel from appropriate staff and possibly the Parks and Recreation Advisory Committee.

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) 2008-132 A by-law to authorize an Easement Agreement for 1046-1048 North Street between the City and 920939 Ontario Inc.
A report from the Assistant City Solicitor is on the agenda.
- (b) 2008-133 A by-law to authorize a collective agreement between the City and the United Steel Workers of America (Transit) for the period of February 1, 2008 to January 31, 2009.

10. (c) 2008-134 A by-law to authorize an agreement between the City and Pioneer Construction Inc. for the purpose of miscellaneous asphalt repaving throughout the City of Sault Ste. Marie (Contract 2008-6E).

A report from the Design and Construction Engineer is on the agenda.

STREETS

- (d) 2008-131 A by-law respecting streets and related matters in the City of Sault Ste. Marie.

A report from the City Solicitor is on the agenda.

TAXI

- (e) 2008-104 A by-law to amend the Taxi By-law 2005-154.

A report from the Assistant City Solicitor is on the agenda.

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 J. Caicco
Seconder - Councillor O. Grandinetti
Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2008 06 23

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, F. Manzo, P. Mick

OFFICIALS: J. Fratesi, D. Irving, N. Apostle, B. Freiburger, J. Dolcetti, L. Bottos, P. McAuley, S. Schell, D. McConnell, D. Elliott

1. ADOPTION OF MINUTES

Moved by Councillor O. Grandinetti

Seconded by Councillor J. Caicco

Resolved that the Minutes of the Regular Council Meeting of 2008 06 09 be approved, as amended. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor O. Grandinetti

Seconded by Councillor S. Butland

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

4. DELEGATIONS/PROCLAMATIONS

- (a) Mary Anderson, Community Centres Division employee was 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; Ron Spadoni, Treasurer; and Shelley Barich, General Manager) were in attendance for the annual Swearing-In Ceremony by Mayor Rowswell.

4. (c) Carolyn Hepburn, Director Native Education and Training, Sault College of Applied Arts and Technology was 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.
- (d) Stephanie Blaney; Cherrie O'Brien; Jerry Bumbacco, Chair, PRAC; and Susan Milne, Chair, PRAC Leash-Free Dog Park Subcommittee were in attendance concerning agenda item 5.(i).
- (e) Ian McMillan, Executive Director and Rosalie Graham, Coordinator Meetings/Conventions/Travel Trade, Tourism Sault Ste. Marie were in attendance concerning agenda item 5.(v).
- (f) Peter Berlingieri and Frank Provenzano were in attendance concerning agenda item 6.(5)(a).
- (g) Scott Howard was in attendance concerning agenda item 6.(6)(a).

PART ONE – CONSENT AGENDA

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

Moved by Councillor O. Grandinetti

Seconded by Councillor J. Caicco

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

- (a) Correspondence from AMO was received by 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) was received by Council.
- (c) Letters requesting permission for private property liquor license extensions were accepted by Council.

5. (c) Moved by Councillor O. Grandinetti
Seconded by 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 as amended:
- 1) Portuguese Club Picnic {WITHDRAWN BY APPLICANT}
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). CARRIED.
- (d) The letter of request for a temporary street closing was accepted by 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 Minutes.
- (e) The 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 was received by Council.
- (f) **Tender for One Hundred (100) Desktop Personal Computers**
The report of the Manager of Purchasing was accepted by Council.
- Moved by Councillor O. Grandinetti
Seconded by 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. CARRIED.
- (g) **Financial Software and Hardware Upgrade**
The report of the Commissioner of Finance and Treasurer was accepted by Council.
- Moved by Councillor O. Grandinetti
Seconded by 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. CARRIED.

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

The report of the Commissioner of Human Resources was accepted by Council.

Moved by Councillor O. Grandinetti

Seconded by 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. CARRIED.

(i) **Leash-Free Park for Dogs**

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

Moved by Councillor O. Grandinetti

Seconded by 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. CARRIED.

(j) **Skatepark Update**

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

Moved by Councillor O. Grandinetti

Seconded by Councillor J. Caicco

Resolved that the report of the Commissioner of Community Services dated 2008 06 23 concerning Skatepark Update be accepted as information. CARRIED.

Moved by Councillor S. Myers

Seconded by Councillor T. Sheehan

Whereas the Skatepark initiative is very important to the youth of our community; and

Whereas 2008 has been declared the year of the youth; and

Whereas a goal of \$38,000.00 is yet to be reached in fundraising due to changes in the Superior Community Skatepark Association (SCSA); and

5. (j) Whereas the PRAC Sub-Committee along with SCSA and now the Youth Association is preparing to aggressively reach this target through a new fundraising plan; and
Whereas in April, City Council directed staff to proceed to tender for Phase 1; Be it resolved that the PRAC Sub-Committee, SCSA and Youth Association fundraising group come back to Council in one month with a detailed fundraising plan with identified targets to raise these funds; and
Further be it resolved that staff be directed to proceed with the tender to ensure the financial target of \$38,000.00 is still the amount sufficient to proceed with Phase One. CARRIED.
- (k) **Environmental Assessment - North/South Access Between Second and Third Line**
The report of the Director of Engineering Services was accepted by Council.

Moved by Councillor O. Grandinetti
Seconded by 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. CARRIED.
- (l) **Biannual Bridge Inspections - Engineering Agreement**
The report of the Director of Engineering Services was accepted by Council.
The relevant By-law 2008-126 is listed under Item 10 of the Minutes.
- (m) **2008 Bridge Rehabilitation - Engineering Agreement**
The report of the Director of Engineering Services was accepted by Council.
The relevant By-law 2008-127 is listed under Item 10 of the Minutes.
- (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**
The report of the Design and Construction Engineer was accepted by Council.
The relevant By-laws 2008-123 and 2008-124 are listed under Item 10 of the Minutes.
- (o) **Purchase of Computer Server - Building Division**
The report of the Commissioner of Engineering and Planning Department was accepted by Council.

5. (o) Moved by Councillor O. Grandinetti
Seconded by 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. CARRIED.
- (p) **New Building By-law and Revised Permit Fees**
The report of the Chief Building Official was accepted by Council.

Moved by Councillor O. Grandinetti
Seconded by 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 Building Industry and any interested public be invited to make written comment on the recommendations on or before July 31, 2008; and that the matter be put back on Council's agenda on August 18, 2008 (after due consideration of comments received) where 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.
CARRIED.
- (q) **Revised Capital Works Program - 2008 Including Hub Trail**
The report of the Chief Administrative Officer was accepted by Council.

Moved by Councillor O. Grandinetti
Seconded by 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. CARRIED.

5. (r) **Air Quality Monitoring Station**
The report of the City Solicitor was accepted by Council. The relevant By-law 2008-122 is listed under Item 10 of the Minutes.
- (s) **Proposed Sale of Land Abutting 606 Douglas Street to Susan and Michael Greeley**
The report of the City Solicitor was accepted by Council. The relevant By-law 2008-129 is listed under Item 10 of the Minutes.
- (t) **Demolition of City Owned Building at 740 Allen's Side Road**
The report of the City Solicitor was accepted by Council.

Moved by Councillor O. Grandinetti
Seconded by 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. CARRIED.
- (u) **Trans-Cab Pilot Project**
The report of the Transit Manager was accepted by Council.

Moved by Councillor O. Grandinetti
Seconded by 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. CARRIED.
- (v) **Sault Ste. Marie Arts and Entertainment Economic Opportunities Committee**
The report of the Executive Director, Tourism Sault Ste. Marie was accepted by Council.

Moved by Councillor O. Grandinetti
Seconded by 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. CARRIED.

5. (w) The letter from the Ministry of Health and Long-term Care thanking staff for support of James Bay First Nations communities was received by Council.
- (x) Correspondence concerning the International Bridge Walk on June 28th was received by Council.
- (y) The News Release and list of participating Sault Ste. Marie organizations concerning Ring Out Together a nationwide celebration of the 400th Anniversary of the founding of Quebec City was received by Council.

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

The report of the City Solicitor was accepted by Council. Letters concerning this item and a petition signed by 98 individuals were received by Council.

Moved by Councillor O. Grandinetti

Seconded by 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. CARRIED.

Councillor T. Sheehan declared a pecuniary interest - mother-in-law resides in neighbourhood area.

Moved by Councillor L. Turco

Seconded by Councillor L. Tridico

Whereas City Council has received and considered a request from Mar-Li Investments (Northside Toyota) to close Champlain Street from Great Northern Road to Blake Avenue; and

Whereas there is strong opposition to this proposed street closing from the neighbourhood residents and businesses who have expressed their opposition in a petition and letters stating that it would have a negative impact on the neighbourhood;

Now therefore be it resolved that City Council does NOT support the request, and directs that staff NOT proceed to the next step in the process of closing this portion of Champlain Street and conveyance to Mar-Li Investments. CARRIED.

6. (5)
(a) Recorded Vote

For: Mayor J. Rowswell, Councillors J. Caicco, L. Turco, B. Hayes, S. Myers, L. Tridico, F. Fata, S. Butland, F. Manzo, P. Mick

Against: Councillors D. Celetti, O. Grandinetti

Absent: Nil

Councillor T. Sheehan declared a pecuniary interest - mother-in-law resides in neighbourhood area.

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

The report of the Planning Division was accepted by Council.

Moved by Councillor O. Grandinetti

Seconded by 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. CARRIED.

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

(a) Moved by Councillor J. Caicco
Seconded by 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. CARRIED.

7. (b) Moved by Councillor D. Celetti
Seconded by Councillor O. Grandinetti
Whereas the widening of Second Line and the narrowing of boulevards to 30 inches, and the speed increased from 50 km/h to 60 km/h put pedestrians within less than 2 feet of traffic traveling 70 plus km/h; and
This includes children, bikes, elderly and children who walk to and from school; and
The dirt and spray from vehicular traffic engulfs all who use this sidewalk from traffic travelling at very high speed; and
Whereas traffic lights are constantly ignored by transports travelling at high speed and are unable to stop for red lights; and
Further there is NO noise abatement for locals on Second Line as there is on Carmen's Way literally putting high speed truck traffic within 40 feet of these residences' living rooms and bedrooms; and
Whereas more trucks use Second Line than Carmen's Way; and
Lowering the speed limit on Second Line would make life liveable again for residences, not to mention the millions saved in fuel, and making this street much safer for our children and seniors;
Be it resolved that Council instruct the appropriate staff to report back to Council in a timely fashion what considerations are available to resolve this issue. 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 O. Grandinetti
Seconded by Councillor S. Butland
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2008 06 23 be approved. CARRIED.

- (a) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-119 being 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 be read three times and passed in Open Council this 23rd day of June, 2008. CARRIED.
- (b) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-121 being a by-law to amend Schedule "K" of Traffic By-law 77-200 be read three times and passed in Open Council this 23rd day of June, 2008. CARRIED.

10. (c) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-122 being a by-law to authorize a licence of occupation between the City and the Ontario Realty Corporation for the installation of an air quality monitoring station on City property (Bonney Street pumping station) be read three times and passed in Open Council this 23rd day of June, 2008. CARRIED.
- (d) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-123 being 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 existing pavement and placing a new layer of hot mix asphalt on the surface be read three and passed in Open Council this 23rd day of June, 2008. CARRIED.
- (e) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-124 being 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 be read three times and passed in Open Council this 23rd day of June, 2008. CARRIED.
- (f) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-126 being 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 be read three times and passed in Open Council this 23rd day of June, 2008. CARRIED.
- (g) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-127 being a by-law to authorize an agreement 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 be read three times and passed in Open Council this 23rd day of June, 2008. CARRIED.
- (h) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-128 being a by-law to permit the temporary street closing of Crawford Avenue from Cunningham Road to Smale Avenue on the 4th of July, 2008 between the hours of 12:00 noon and 5:00 p.m. be read three times and passed in Open Council this 23rd day of June, 2008. CARRIED.

10. (i) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-129 being a by-law to authorize the sale of land abutting 606 Douglas Street to Susan and Michael Greeley be read three times and passed in Open Council this 23rd day of June, 2008. CARRIED.
- (j) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that By-law 2008-130 being a by-law to adopt Official Plan Amendment No. 151 to the Official Plan be read three times and passed in Open Council this 23rd day of June, 2008. (Scott Howard) CARRIED.

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

- (a) Moved by Councillor O. Grandinetti
Seconded by Councillor J. Caicco
Resolved that Council shall now go into Caucus to discuss:
1. potential purchase of property located on Black Road
2. a Board vacancy; and
Further be it resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution. CARRIED.

Mayor J. Rowswell and Councillor J. Caicco each declared a pecuniary interest concerning one matter at the 2008 06 23 Council Caucus Meeting.

12. **ADJOURNMENT**

- Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

103 Retta Street 5(a)
Sainte Marie, Ont
P6A 4B7

June 25, 2008.

To City Council of
Sainte Marie

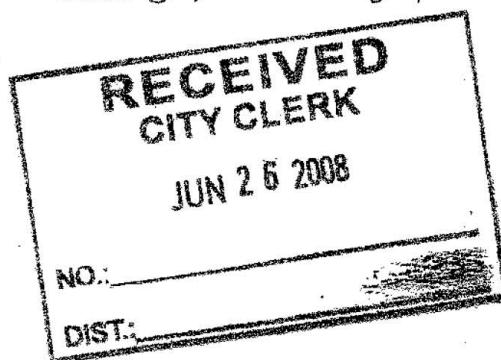
Re: Retta St.

I am writing concerning the two trees
(Manitoba Maples) on the boulevard in front of
my home at 103 Retta St.

Because you are reconstructing the
street I would like these two trees cut
down at the same time as they are
continually making a mess. I am requesting
to appear at your next meeting to state my
case.

Thank you,
Frank Dunn

253-5631



5(b)



200 University Ave, Suite 801
Toronto, ON M5H 3C6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca



MEMBER COMMUNICATION

ALERT N°: 08/028

To the attention of the Clerk and Council
June 24, 2008

FOR MORE INFORMATION CONTACT:
Craig Reid, AMO Policy Advisor
(416) 971-9856 ext. 334

Call for Applications for MTO Ontario Transportation Demand Management (TDM) Municipal Grant Program 2008-2009

Issue: The Ministry of Transportation is now accepting applications for the 2008-2009 Ontario TDM Municipal Grant Program. Please see the attached letter of invitation from the Ministry for more details.

Background:

The new grant program will provide financial assistance to Ontario municipalities for the development and implementation of TDM plans, programs, and services. Initiatives funded through the grant program should focus on one or more of the following:

- Reduce daily vehicle kilometres traveled within a specific geographic area
- Increase transit ridership
- Provide practical tools to make it easier for Ontarians to use alternative modes of transportation
- Promote TDM best practices
- Develop and/or implement TDM plans, programs, and services

Details on the program, along with copies of the Application Form and Application Guidelines and Requirements, are attached for your consideration.

The deadline for receipt of applications is August 29, 2008 at 5:00 p.m.

All completed application packages must be submitted either in person, by pre-paid courier or by registered mail, to:

Ontario TDM Municipal Grant Program
Urban Planning Office
Transportation Planning Branch
Ministry of Transportation
30th Floor - Suite 3000
777 Bay Street
Toronto, Ontario M7A 2J8

Any questions regarding the program should be directed to the Ministry of Transportation's Urban Planning Office at:

Tel: 416-585-7099 or 1-866-201-3207 (toll free)
Email: TDMmunicipalgrantprogram@ontario.ca

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



5(b)



200 University Ave, Suite 801
Toronto, ON M5H 3C6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca



MEMBER COMMUNICATION

FYI N°: 08-007

To the attention of the Clerk and Council
June 25, 2008

FOR MORE INFORMATION CONTACT:
Scott Vokey
Energy Services Coordinator
(416) 971-9856 ext 357

Woodstock Issues Blackout Challenge

Issue:

Following on the tremendous success many Ontario municipalities enjoyed with Earth Hour, Woodstock Hydro is once again issuing its Annual Blackout Challenge for Thursday, August 14, 2008.

Background:

The Voluntary Blackout Day challenge evolved from humble beginnings in 2005 as a local Woodstock event, to a Province wide municipal challenge in 2006. 2007 saw the challenge extended to all business owners in the Province since it occurred on a regular business day. In 2008 Woodstock has partnered with the Blackout Day Group, a not-for-profit organization, to develop a web site that will help promote the Blackout Day Challenge to individuals, businesses and municipalities.

The idea of having a Voluntary Blackout Day was conceived by the Woodstock Environment Advisory Committee (WEAC) in 2005. The Voluntary Blackout Day program acknowledges the massive Blackout that occurred on August 14, 2003. Beyond saving energy on just one day, the Voluntary Blackout Day strives to raise awareness of the need to conserve electricity the entire year.

Participation/verification methodology:

Municipalities will be able to register their participation in Woodstock's annual challenge online! The complete site will launch at www.blackoutday.ca by the end of June. The 2008 Voluntary Blackout Day Challenge will be held on Thursday August 14 from 12pm to 8pm. Although individuals and businesses are encouraged to conserve all day long, this approach will allow for determination of a baseline consumption pattern for participating municipalities.

Those interested in more information are advised to contact:

Zach Watling, Engineering Assistant, Woodstock Hydro Services Inc.
zwatling@woodstockhydro.com
519-537-7172 x294

Caroline Reilly, Blackout Day Group
creilly1@cogeco.ca or caroline@blackoutday.ca
253-312-1019

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



AUDIT ++ TARGETING KEY FACILITIES

The Energy Services Division developed the Audit++ Program to enable municipalities to save money, energy, and the natural environment through energy efficiency initiatives, and conservation and demand management (CDM) programs. We have been very pleased therefore to have the program financially supported by the Ministry of Energy and recently recognized by Minister Phillips upon his visit to the Pickering Community Centre Audit++.



The Audit++ is a shared audit combined with a detailed cost-benefit analysis of specific actions at 14 types of municipal facilities aimed at identifying immediate operational best practices, opportunities for energy efficiency projects, and local capacity building. This process is meant to go beyond the high-level strategic advice that can be offered in other forums and will provide municipal staff with a concrete blueprint with which to move forward to the implementation stage.

This no cost, application based project will assist municipalities to develop an intimate understanding of one key municipal facility and will provide the required information to proceed with facility and operational improvements. The result of all completed Audit++ projects will be a detailed facility analysis and will act as a framework in moving forward with operational enhancements, retrofit work, and related incentive applications from local utilities and senior levels of government. The Audit++ reports will be provided to all municipalities free of charge.

On April 18th, an Independent Selection Panel (ISP) selected the 42 municipalities that will participate in the Audit++ Program and field work commenced on April 28th. Currently, the Audit++ service provider, the IB Storey Consortium, is working in the Southwest and GTA areas but will soon shift to other areas of the province.

LAS would like to once again thank all those that submitted applications and remind



everyone interested in undertaking an audit/ feasibility study or applying for retrofit funding to avail of the Ministry of Energy's Municipal Eco-Challenge Retrofit and Showcase project fund. While the first application deadline was May 23 (retrofit only), the Ministry will offer future rounds for applications and has a mandate to utilize all of the MECF funds. Both applications are very user-friendly and have been designed with input from LAS to minimize municipal staff time and maximize uptake.

New Faces

LAS is pleased to announce two new appointments to the Energy Services Division: Robert Storey, Energy Specialist and Rebecca Pinto, Energy Systems Operator.

Robert will be responsible for managing the benchmark development project, providing ongoing advice on the development of energy management best practices, overseeing the Audit++ program, and providing advice on other CDM and energy efficiency programs. Robert has significant experience in the energy field most recently at the Canadian Standards Association where he led the development of standards for the wind energy sector.

Rebecca will function as the lead contact for our Energy Management Tool (EMT) functioning as operator, help desk, and general resource to our municipal members. Rebecca has a planning and software background and joins us from IBM Canada.

NEW CDM PROGRAMS HITTING STRIDE

Energy Management Tool

Energy Management Tool (EMT)

Work on the first wave of LAS' dynamic on-line energy management software application, the Energy Management Tool (EMT), is progressing as planned. The

EMT is a custom-built version of the ION Enterprise Energy Management software package that will soon allow all AMO members to benchmark and compare facility performance, measure and verify savings from energy conservation projects, reduce operational costs, and meet environmental stewardship goals including greenhouse gas (GHG) reductions. In terms of functionality, the EMT has robust reporting, billing, trending, and modeling capabilities that can create text, numerical, and graphic summaries of sophisticated operations on any range of data sets—simple or complex. Thirty-seven municipalities of all sizes from across the province are participating in the First Wave phase of the project which will conclude in August at which time the EMT will be opened up to all other municipalities.

While the primary goal of this energy management system is to track and manage energy consumption, the EMT will allow sophisticated users with interval meters to monitor power quality and manage demand control schemes such as load shedding, peak shaving, or on-site generation. The EMT is being paired with a utility bill verification service and targeted energy management advice for those interested in a full-service offering or as the software itself for those municipalities with strong energy management staff capacity interested in tracking and comparing facility performance internally and across the province. Attend our workshop at the AMO Conference in August to learn more about the EMT and the range of supporting services that will empower all municipalities to actively manage their energy regardless of existing expertise or resource constraints.

Benchmarking Initiative

LAS will build upon the work completed by the Mayor's Megawatt Challenge, Ontario Recreation Facilities Association, OMBI, and other benchmarking initiatives to develop benchmarks for a range of facilities currently being set out in the EMT hierarchy. Effective and usable benchmarks will prove to be a crucial component of enabling municipalities to develop Energy Management Plans that are compliant with the *Energy Conservation Leadership Act, 2006* (ECLA) regulations. LAS will publish the benchmarks and make them available to all 445 Ontario municipalities via our website, email communications, and a hard copy binder. Please contact Robert Storey, LAS Energy Specialist, rstorey@amo.on.ca if you are interested in participating in a working group being established to provide input into the development of these benchmarks.

Join the LAS Electricity Program

There is no one specific time to enroll in either the LAS Electricity or Natural Gas Program. More information about both programs can be found on the LAS website at www.amo.on.ca (click on Energy Services), or by contacting LAS staff.

The first step in joining the **LAS Electricity Program** is to compile a list of your municipal accounts and submit the list to LAS so that a "load profile" can be developed - this is a detailed analysis of how much electricity your municipality requires. As your load profile is being completed you can seek Council approval of the required by-law and program enrollment agreements. Contact LAS to learn how to start this process.

Joining the **LAS Natural Gas Program** requires you to execute an Agency Agreement and submit a copy of a recent utility invoice for each account that you would like to have enrolled in the program. Accounts must currently not be on contract with another supplier. Although accounts can be sometimes enrolled at mid-year, it is preferred if new enrollments can be received by July so that they can be processed for the start of our program season (November 1 of each year). Contact LAS to learn how to start this process.

Natural Gas

Natural Gas Program members are currently enjoying a stable program price of 32.5 cents/m³ (effective until Oct 31, 08).

For the Nov 08-Oct 09 period the program has already secured 71% of required gas supply at a price of 30.6 cents/m³. As a result of these purchases, we expect our program price for next year to be equal to/lower than the current year price. However, given continuing volatility in oil, natural gas, and electricity prices in the province, it is hard to predict the future cost of spot market natural gas. Therefore, if your organization is starting to consider your 2009 budget, it would be prudent to continue budgeting 32.5 cents/m³ as your natural gas cost for this period.

For comparison purposes, both Enbridge and Union Gas announced rate increases on April 1 which reflect higher natural gas prices since January 08. Both organizations are also expected to seek significant price increases this summer - recent news has noted that commodity costs could increase by 20-40%. Although utility rates in late 07-early 08 were lower than the LAS program because of temperate weather conditions, recent utility rate increases demonstrate the benefit of hedging through the LAS program to ensure cost predictability over a longer term.

Details about how to join the Natural Gas Program are available in the **enrollment guide on page 2**.

Factors that have inflated natural gas (and electricity) prices in recent months are that: natural gas inventories in the US are at a 4 year low which causes supply uncertainty, liquefied natural gas (LNG) imports are currently one-third of what they were last year, crude oil costs are very high, and weather predictions suggest a high number of storms/hurricane this summer season - recall Hurricane Katrina! Municipalities enrolled in the LAS Program need not worry about short term price determinants as the LAS program price is guaranteed for each program year.

Electricity

Our first program purchase for 25 municipalities in June 2007 has provided members with collective savings of more than \$114,000 - including \$82,000 for streetlight accounts. In addition, LAS has distributed more than \$71,000 in OPG market rebates back to members with more rebates to come on a quarterly basis. LAS is currently planning a second purchase for this group as the existing hedge concludes at June 30, 2008. Any municipality that has had a load profile completed by LAS/Shell and who has Council approval to join the program can take part in a future purchasing pool by contacting LAS.

On May 29, LAS completed a purchase for our second purchasing group, which is comprised of 18 municipalities and represents an electricity load of 9-12MW. The term of the hedge purchase is June-December 2008 and the price is 6.02 cents/kWh including all program fees. Although this price is slightly higher than the current RPP price of 5.9 cents/kWh, when combined with the 20-25% savings these municipalities are realizing for their spot market streetlight accounts, and the current RPP variance settlement of approx. 0.28 cents/kWh at time of enrollment, the cost savings for these municipalities is evident. By joining the LAS program this group of municipalities has taken a positive step in planning for the end of the RPP.

Municipalities can join the LAS program at any time and we will take groups to market when adequate volumes are enrolled. Enrollment occurs only after a load profile is completed for a municipality and all enrollment documents have been executed. To see what is needed to enroll in the LAS Electricity Program, see the **enrollment guide on page 2**.

NATURAL GAS PURCHASING GUIDELINES

LAS follows the below noted principles in all purchasing decisions to ensure a strong price and quality of supply for members:

- Purchasing horizon of three years rolling with no more than 85 to 90% of program volume locked in at a fixed price for a program year, 40 to 60% for the 2nd year, and 20 to 30% for the 3rd year
- Supply agreements with a minimum of two and a maximum of four creditworthy suppliers
- Execute all transactions through a tender process
- Do not make all purchases for a program year at any one time - purchase in increments
- Attempt to have no more than 60% of volume with one supplier

NATURAL GAS PROGRAM PROFILE

- 162 program members with daily program volume approximately 9,900 GJ/day
- Current program price - \$32.5 cents/m³
- Expect Nov 2008 - Oct 2009 program price to be same/lower

SNAPSHOT: LAS ELECTRICITY PROGRAM

- The program currently has 42 members
- Program always issues competitive tenders to multiple suppliers
- Maximum contract length is 2 years - market is too unpredictable
- Always consideration of existing market conditions
- Hedge levels can be customized by a municipality - i.e. lower level hedge or specific hedging profile for interval metered accounts

The Regulated Price Plan—RPP

In 2007-early 2008, with support from Natural Resources Canada and the IESO, LAS delivered a new workshop series to 267 municipal elected officials and staff from 101 municipalities!

The success of these events is attributable to the realization among municipalities that energy is one of their largest controllable costs, and also that energy production and consumption can result in negative environmental impacts – i.e. GHGs. This is your opportunity to learn how your municipality can better use energy, realize monetary savings, and gain leadership skills required to develop various successful energy management strategies.

Plan to attend the SPECIAL workshop session scheduled for the AMO Annual Conference in Ottawa or one of the workshop events planned for the fall/winter 2008. Registration materials will be available soon for these locations:

Dryden: Sept. 10-11
 Kapuskasing: Sept 30-Oct 1
 Sault Ste. Marie: Oct 15-16
 Stratford: Oct 28-29
 Huntsville: Nov 18-19

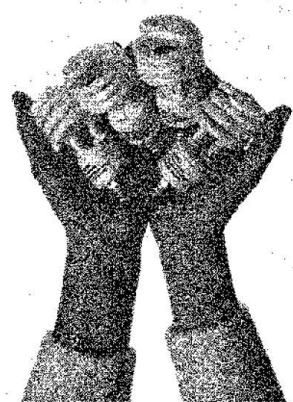
Peterborough: Jan 13-14
 Chatham-Kent: Jan 27-28
 G.T.A.: Feb 10-11

For more information please visit the Events and Awards section of the AMO website—

The Province has delayed the end of the Regulated Price Plan (RPP) for the MUSH sector until May 1, 2009. The rationale for this delay was that local distribution companies (LDCs) needed more time to initiate billing changes and municipalities could benefit from further outreach and education. While roughly 75% of municipal consumption has moved off the RPP, approximately 75% of municipalities are still on the RPP. As such, LAS continues to educate municipalities about the following facts:

- Municipalities that have moved off the RPP are saving money.
- The RPP variance settlement amount continues to be a credit which means municipalities are paying more than the open market price.
- Municipalities on the RPP subsidize other MUSH sector entities.
- Municipalities can leave the RPP by installing an interval meter and entering spot market pricing or by signing a retail contract such as that offered by the LAS Electricity Procurement Program.
- The RPP will end as the Province is committed to having consumers pay “the true cost of power”

<http://www.oeb.gov.on.ca/OEB/For+Consumers>Your+Energy+Options/+Regulated+Price+Plan+FAQs>



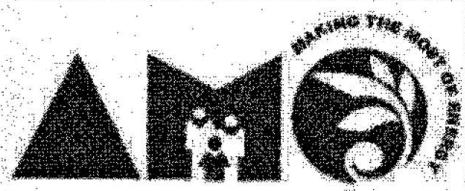
Understanding Hourly Electricity Pricing

From the Independent Electricity Systems Operator (IESO)

As municipalities across Ontario prepare to make the move from the Regulated Price Plan (RPP) to hourly electricity pricing, the Independent Electricity System Operator (IESO) has been working closely with AMO members to ensure that resources and information are close at hand.

Effective May 1, 2009, the MUSH sector will begin to pay the hourly price for electricity instead of the fixed RPP rate. More and more municipalities have already moved away from the RPP, realizing that hourly pricing provides more flexibility to better manage electricity consumption and overall costs. Consumers who learn about the electricity market, stand to save on their electricity bill. The IESO, in partnership with the AMO, has published a brochure outlining how electricity is priced and highlighting the most effective ways for a municipality to take control of their costs.

Learn what others are doing and how much they are saving. Visit www.ieso.ca/ municipalities to download a copy of The Bottom Line on Managing Your Electricity Costs: A Guide for Municipalities or e-mail corporate.communications@ieso.ca to arrange for an IESO representative to meet with your municipality to discuss the electricity market in more detail.



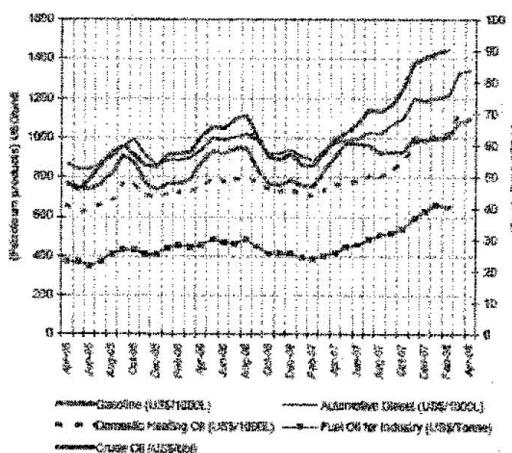
ENERGY COMMODITIES ON A WILD RIDE

According to the International Energy Association's (IEA) latest oil market report, NYMEX Light Sweet Crude futures were double levels of a year ago in early May, topping \$126/bbl as strong demand from Asia and tight distillate markets pushed prices higher. Sentiment was further underpinned by crude outages, particularly in Nigeria (strike action and pipeline sabotage) and the North Sea. Refining margins rose in April, but remain volatile. Global oil product demand has been lowered for both 2007 and 2008, to 85.8 mb/d and 86.8 mb/d respectively. Slower economic growth, high prices and 2006 baseline adjustments suggest that OECD oil demand will contract for the third successive year in 2008. Non-OECD demand growth in 2008, led by China and the Middle East, remains strong at 3.7% or 1.4 mb/d, leaving growth for the world as a whole at 1.2% (+1.0 mb/d).

Oil's dramatic rise has had a similar effect on other energy commodities such as natural gas, gasoline, heating and fuel oil, as seen in this graph.

Similarly, despite not being a liquid commodity, prices for electricity have also been on the upswing in North America and the OECD in general. While gasoline price rises in particular have evoked public and political reaction, it is worth noting that Canada enjoys the second-lowest prices in the OECD.

While all of us would have surely retired to a warm tropical island if we could predict commodity prices, the longer-term trend is sure to be further upward pressure. The demand for oil, gas, and electricity from China, India, and the new wave of rapidly industrializing countries combined with the increased liquidity of certain fuels (eg: liquid natural gas) and competition for non-commodity resources (eg: nuclear engineers) will almost certainly result in increased prices.



This new grant program from the Ontario Ministry of Energy designed to help municipalities undertake infrastructure projects that will conserve energy and reduce greenhouse gas (GHG) emissions. The fund is split into two application streams: standard retrofit projects and showcase/demonstration retrofit projects.

A showcase/demonstration retrofit project is a project that demonstrates a newer, emerging technology that has not been widely commercialized, widely applied or demonstrated in the market.

A Natural Resources Canada offering. If your municipality is planning, but has not yet started a new energy efficiency project, you could receive \$10 per gigajoule of estimated energy savings or 25% of eligible project costs.

New changes to the program include an increase in the maximum building floor space to 20,000 square metres (215,279 square feet) for the commercial/institutional buildings component. The application period runs until February 27, 2009.

The Ontario Power Authority is launching an Every Kilowatt Counts Summer Sweepstakes. Contestants must reduce their electricity consumption by 10% from 1 July to 31 August to be eligible for the draw.

Widely recognized as one of the greatest Canadians, David Suzuki needs no introduction. LAS recommends bookmarking the David Suzuki Foundation's website. This website is an excellent source for all topics pertaining to energy conservation, climate change, and sustainability in general.

5.00
tonne

The Alliance for Resilient Cities is a collaborative network of decision-makers that supports the efforts of local governments to identify the impacts of climate change, analyze adaptation options and develop action strategies to protect their communities. Led by the Clean Air Partnership (CAP), the Alliance has held a number of webinars and will do so again on JULY 15, Health and Climate Change: Assessing the Risks and Preparing the Response.

For more information on LAS programs contact:
Jason Jagien, LAS Program Coordinator
jagien@amio.on.ca | (416) 971-9856 x. 321 OR
Sara Voley, Energy Services Coordinator
svoley@amio.on.ca | (416) 971-9856 x. 357

PLAS Local Authority Services Ltd.

LAS is a wholly-owned subsidiary of the Association of Municipalities of Ontario

5(b)



**Report of the
Secretary-Treasurer
On Nominations to the
2008 – 2009
AMO Board of Directors**

5(b)



June 25, 2008

To: Member Municipalities

It is my pleasure to submit a copy of my report on the candidates standing for election for the 2008-2009 AMO Board of Directors. Elections will be held on:

Monday, August 25, 2008

2:30 – 5:30 p.m.

Tuesday, August 26, 2008

8:30 a.m. – 12:00 p.m.

Colonel By Room, Ottawa Congress Centre

All elected officials from member municipalities in good standing with the Association are eligible to vote. Please note that voting delegates have until **4:00 p.m. Friday, July 25, 2008** to identify or change their caucus. After this date, absolutely no changes are permitted to the voting delegates list. This rule is strictly enforced.

Summary:

Elections of representatives for a one-year term will be held for the following caucus positions, subject to any withdrawals:

- County Caucus (3 elected officials)
- Large Urban Caucus (5 elected officials)
- Northern Caucus – Northeast (2 elected officials)
- Regional and Single-Tier Caucus (6 elected officials)
- Rural Caucus (4 elected officials, 1 staff official)
- Small Urban Caucus (4 elected officials)
- Small Urban Caucus (1 staff official)

The following positions have been acclaimed:

- President
- Secretary-Treasurer
- Large Urban Caucus (1 staff official)
- Northern Caucus (Northwest – 2 elected officials)

Appointed officials are Chairs of various municipal groups as appointed by their respective group.

Respectfully submitted,

Jim Wilson
Secretary-Treasurer, AMO

2008 NOMINATIONS TO THE BOARD OF DIRECTORS
FINAL LIST OF CANDIDATES

PRESIDENT

	REQUIRED	NOMINATED
Elected Officials	1	1
TOTAL	1	1

Elected Officials Nominations:

Peter Hume

Councillor, City of Ottawa

*Acclaimed***SECRETARY-TREASURER**

	REQUIRED	NOMINATED
Staff Officials	1	1
TOTAL	1	1

Staff Officials Nominations:

Jim Pine

CAO, County of Hastings

Acclaimed

2008 NOMINATIONS TO THE BOARD OF DIRECTORS
FINAL LIST OF CANDIDATES

L'Association française des municipalités de l'Ontario (AFMO)

Appointment:

Lorraine Dicaire

Councillor, Municipality of Russell & President, AFMO

2008 NOMINATIONS TO THE BOARD OF DIRECTORS
FINAL LIST OF CANDIDATES

COUNTY CAUCUS

	REQUIRED	NOMINATED
Appointed Officials	2	2
Elected Officials	3	4
Staff Officials	1	0
TOTAL	6	6

Appointed Officials:

Ron Gerow	Chair	Eastern Ontario Wardens' Caucus
John Oosterhof	Chair	Western Ontario Wardens' Caucus

Elected Officials Nominations:

Ellen Anderson	Councillor, County of Grey	<i>Election Required</i>
Carolyn Jamieson	Councillor, County of Lambton	<i>Election Required</i>
Bob Sweet	Councillor, County of Renfrew	<i>Election Required</i>
Jim Vanden Hoek	Warden, County of Frontenac	<i>Election Required</i>

Staff Officials Nominations:

No Nomination Received – to be filled by the Incoming Board of Directors (as directed by AMO Bylaw No. 1)

2008 NOMINATIONS TO THE BOARD OF DIRECTORS
FINAL LIST OF CANDIDATES

LARGE URBAN CAUCUS

	REQUIRED	NOMINATED
Appointed Officials	1	1
Elected Officials	5	9
Staff Officials	1	1
TOTAL	7	11

Appointed Officials:

Hazel McCallion Chair Large Urban Mayors' Caucus of Ontario

Elected Officials Nominations:

Drew Dilkins	Councillor, City of Windsor	Election Required
Leonore Foster	Councillor, City of Kingston	Election Required
Diane Freeman	Councillor, Region of Waterloo	Election Required
Andrew Gill	Councillor, City of St. Catharines	Election Required
Sandra Hames	Councillor, City of Brampton	Election Required
Jennifer Kinneman	Councillor, City of Brantford	Election Required
Lynn Peterson	Mayor, City of Thunder Bay	Election Required
Lou Turco	Councillor, City of Sault Ste. Marie	Election Required
Sandra Yeung Racco	Councillor, City of Vaughan	Election Required

Staff Officials Nominations:

Grant Hopcroft Director of Intergovernmental & Community Liaison,
 City of London Acclaimed

2008 NOMINATIONS TO THE BOARD OF DIRECTORS
FINAL LIST OF CANDIDATES

NORTHERN CAUCUS

	REQUIRED	NOMINATED
Appointed Officials	2	2
Elected Officials	4	5
TOTAL	6	7

Appointed Officials:

Franklin Gillis Chair Federation of Northern Ontario Municipalities
 Anne Krassilowsky Chair Northwestern Ontario Municipal Association

AMO Bylaw No. 1

Section 3.1 extract:

- four (4) shall be elected to the Northern Caucus (two (2) of whom shall be from northeastern Ontario municipalities and two (2) of whom shall be from northwestern Ontario municipalities)

Elected Officials Nominations:

Mac Bain	Councillor, City of North Bay (N.E.)	<i>Election Required</i>
Michael "J.J." Doody	Councillor, City of Timmins (N.E.)	<i>Election Required</i>
Alan Spacek	Mayor, Town of Kapuskasing (N.E.)	<i>Election Required</i>
Michael Power	Mayor, Municipality of Greenstone (N.W.)	<i>Acclaimed</i>
Madge Richardson	Mayor, Township of Schreiber (N.W.)	<i>Acclaimed</i>

5(b)

**2008 NOMINATIONS TO THE BOARD OF DIRECTORS
FINAL LIST OF CANDIDATES**

REGIONAL & SINGLE –TIER CAUCUS

	REQUIRED	NOMINATED
Appointed Officials	1	1
Elected Officials	6	7
TOTAL	7	8

Appointed Officials:

**Ken Seiling Chair Mayors and Regional Chairs of Ontario
Of Single Tier Cities and Regions**

Elected Officials Nominations:

Roger M. Anderson	Chair, Region of Durham	<i>Election Required</i>
Michael Collins	Councillor, Region of Niagara	<i>Election Required</i>
Bill Fisch	Chair, Region of York	<i>Election Required</i>
Marolyn Morrison	Councillor, Region of Peel	<i>Election Required</i>
Russ Powers	Councillor, City of Hamilton	<i>Election Required</i>
André Rivest	Councillor & Deputy Mayor, City of Greater Sudbury	<i>Election Required</i>
Donna Villemaire	Councillor, City of Kawartha Lakes	<i>Election Required</i>

2008 NOMINATIONS TO THE BOARD OF DIRECTORS
FINAL LIST OF CANDIDATES

RURAL CAUCUS

	REQUIRED	NOMINATED
Appointed Officials	1	0
Elected Officials	4	6
Staff Officials	1	2
TOTAL	6	8

Appointed Officials:

Chair Rural Ontario Municipal Association

Elected Officials Nominations:

Bill Davis	Deputy Reeve, Township of Dysart et al	<i>Election Required</i>
Ron Eddy	Mayor, County of Brant	<i>Election Required</i>
Eleanor Renaud	Councillor, Township of Elizabethtown-Kitley	<i>Election Required</i>
Allen Taylor	Mayor, Township of East Garafraxa	<i>Election Required</i>
Bill Vrebosch	Mayor, Township of East Ferris	<i>Election Required</i>
Chris White	Mayor, Township of Guelph Eramosa	<i>Election Required</i>

Staff Officials Nominations:

I. Craig Davidson	CAO/Clerk-Treasurer, Municipality of Hastings Highlands	<i>Election Required</i>
Mike Galloway	Clerk, Township of Essa	<i>Election Required</i>

2008 NOMINATIONS TO THE BOARD OF DIRECTORS
FINAL LIST OF CANDIDATES

SMALL URBAN CAUCUS

	REQUIRED	NOMINATED
Appointed Officials	1	1
Elected Officials	4	6
Staff Officials	1	2
TOTAL	6	9

Appointed Officials:

Norm Sandberg	Chair	Ontario Small Urban Municipalities
---------------	-------	------------------------------------

Elected Officials Nominations:

Eric Burton	Councillor, Town of Arnprior	<i>Election Required</i>
Jim Collard	Councillor, Town of Niagara-on-the-Lake	<i>Election Required</i>
Paul Grenier	Councillor, City of Welland	<i>Election Required</i>
Bob Kilger	Mayor, City of Cornwall	<i>Election Required</i>
Gary McNamara	Mayor, Town of Tecumseh	<i>Election Required</i>
Robert Shepherd	Mayor, Township of Uxbridge	<i>Election Required</i>

Staff Official Position:

R. Carl Cannon	CAO, Municipality of Port Hope	<i>Election Required</i>
Larry McCabe	Clerk/CAO, Town of Goderich	<i>Election Required</i>



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 Toronto, ON M5H 3C6
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 E-mail: amo@amo.on.ca



MEMBER COMMUNICATION

ALERT N°: 08/029

To the attention of the Clerk and Council
 July 2, 2008

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

Rural Connections Broadband Program Announced

Issue:

The Government of Ontario has announced the launch of its new *Rural Connections Broadband Program*, a \$30 million, four-year program for municipalities in rural southern Ontario to reduce broadband access gaps.

Background:

The *Rural Connections Broadband Program* will provide \$30 million over four years to rural municipalities in southern Ontario to address broadband access gaps in this part of the province.

Rural municipalities in southern Ontario that meet the eligibility requirements can apply for provincial funding individually – or jointly with other municipalities through one lead applicant – for up to one-third of eligible projects costs to a maximum of \$1 million per application. Municipalities are responsible for securing the remaining share of the eligible costs from their own resources and/or from partner contributions. Partners may include business and technology associations, telecommunications service providers, and a variety of other stakeholders.

Rural Connections is a competitive program that will be based on the readiness and commitment of the applicant in addition to connectivity gaps and anticipated benefits to the community. The first application intake deadline is September 18th, 2008. Two intakes per year are planned in future years, until all funds are fully allocated. Should an application not be successful in the first attempt, municipalities may submit an improved application in a future intake.

Application requirements, guidelines and required forms are available from the [Ministry of Agriculture, Food and Rural Affairs \(OMAFRA\) website](#).

This program continues the type of funding available under last year's *Rural Connections...* The *Ontario Municipal Rural Broadband Partnership Program*, the one-time \$10 million investment for 2007/08 also geared to rural communities in southern Ontario. This new program funding stems from the 2008 Provincial Budget announcement which committed an additional \$30 million over four years for further investment in broadband infrastructure. AMO has been concerned about the longstanding gap in broadband service experienced by rural communities across Ontario and called for additional broadband funding in its [2008 Pre-Budget Submission](#). AMO will continue to advocate for broadband funding for under-serviced communities in Ontario.

Action: For your information.

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

5(c)

John Rodriguez

Mayor, Maire

john.rodriguez@greatersudbury.ca



June 20, 2008

RECEIVED

JUN - 9 2008

MAYOR'S OFFICE

Mayor John Rowswell
City of Sault Ste. Marie
99 Foster Drive - Civic Centre
Sault Ste. Marie ON P6A 5X6

City of Greater Sudbury
Ville du Grand Sudbury

PO BOX 5000 STN A
200 BRADY STREET
SUDBURY ON P3A 5P3

CP 5000 SUCCA
200, RUE BRADY
SUDBURY ON P3A 5P3

705.671.2489
705.673.3096

www.greatersudbury.ca
www.grandsudbury.ca

Dear Mayor Rowswell,

For more than a century, Ontario's mining municipalities have not had access to a full industrial assessment base and the property taxes that it could have generated. Today in Greater Sudbury, for example, our mining industry continues to boom yet our municipal budget is no longer able to keep up with the demands of providing services and infrastructure to our citizens and to the resource industry.

Across Ontario, mining municipalities continue to grow in sophistication and quality of life and municipal costs continue to climb with little or no growth in mining property assessment. This is a situation that is simply not sustainable. We all require a greater, predictable share of the revenues that are generated beneath our feet.

Last year, Greater Sudbury City Council assembled a panel of experts to research and analyze current and past financial support provided to the municipality of Greater Sudbury. The findings of their report, "A Refined Argument", clearly identify how provincial and federal governments are benefiting from the mining industry, and how municipalities like Greater Sudbury are providing high quality municipal services and maintenance to infrastructure with very little financial return.

As our city prepares to approach the provincial government to address this disparity, we realize that we cannot do this alone. I hope that you and your Council will read the enclosed copy of our advisory panel's report, "A Refined Argument" and to agree join Greater Sudbury in our mission to ensure that a portion of mining revenues stay in the communities in which they are generated. I have enclosed a draft resolution of support for your consideration. A PDF version of the report is available at www.greatersudbury.ca/miningrevenues.

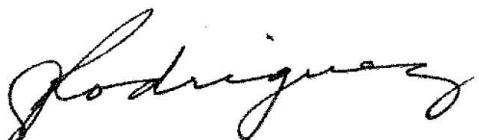
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- 2 -

The City of Greater Sudbury realizes there is strength in numbers and without your support this matter may be overlooked. With the cost and value of municipal services and infrastructure continuing to rise, the budget challenges faced by both our municipalities are also rising. If this issue is not addressed, mining municipalities will continue to face crumbling infrastructure and an inability to meet our citizens' legitimate needs.

Please contact me with any questions or concerns. I look forward to hearing from you and working together on this issue.

Sincerely,



John Rodriguez
Mayor

5(c)

A

r e f i n e d ARGUMENT

**REPORT OF THE ADVISORY PANEL
ON MUNICIPAL MINING REVENUES**

February 27, 2008
City of Greater Sudbury



5(6)

A r e f i n e d A R G U M E N T

REPORT OF THE ADVISORY PANEL ON MUNICIPAL MINING REVENUES

February 22, 2008

**Mayor John Rodriguez
and Members of Council**

On behalf of the members of the Advisory Panel on Municipal Mining Revenues, I am pleased to present our report.

The Panel that you and your Council convened to prepare this report includes a diversity of perspectives drawn from the panelists' experiences in business, politics, community services, labour, education and the mining industry. It has been a privilege to work with these dedicated citizens.

As the work of the Panel progressed, ably supported by the resource team you provided, the diversity of experiences merged into a consensus that a new framework for balancing the costs and the benefits that the mining industry creates within our Municipality is essential. These issues need to be urgently addressed for the City of Greater Sudbury to achieve its potential.

After eighty years of expansion and twenty-five of consolidation, the Sudbury Basin is one of the most technically advanced and active mining and processing camps in North America, if not the world. The City of Greater Sudbury supports this successful camp in its midst with a safe, secure and modern urban environment, with first-class educational facilities, with a diversified and highly skilled workforce, with a growing sector that supplies goods and services for mining and processing, and with modern research and development facilities that range from basic technology to fundamental physics; the Paris of world mining camps, as a senior mining executive described it, plus the mining technology version of Boston's high-tech Route in-the-making, plus a mining industry that is buoyant once again and is ready to reinvest. This is an enabling convergence of conditions.

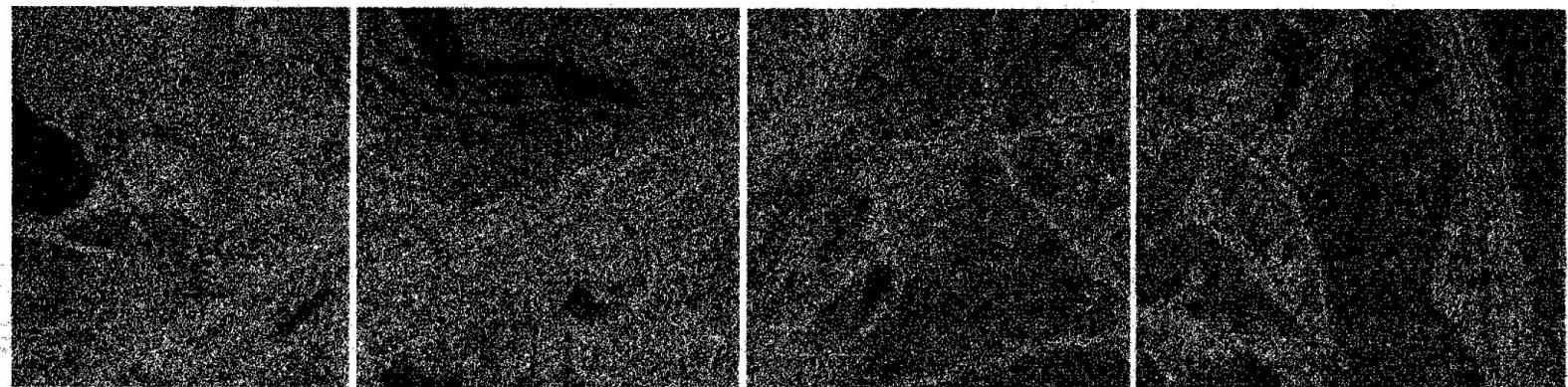
Exploiting this once-in-a-generation convergence will require the Municipality to raise the quality and scope of the services and infrastructure it provides; failing to raise them would prevent Greater Sudbury from reaching its potential as a thriving and modern Canadian city which will contribute to the advancement of Northern Ontario, the Province, and the country — and that takes money that Greater Sudbury does not have.

Therefore, the Panel concludes, it is time for the Province and the Municipality to work out, in the spirit of cooperation and mutual benefit, a solution which balances the wealth that a modern, hi-tech mining and processing industry can generate, and the investments this requires.

Respectfully submitted

Jose Blanco, Chair

5(c)



While companies,
employees and other levels
of government enjoy great
prosperity thanks to this
recent and very welcome
boom, the Municipality
sees the mining
contribution to municipal
taxes erode each year.

A r e f i n e d A R G U M E N T

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A R G U M E N T

EXECUTIVE SUMMARY

The Sudbury Basin is arguably the most valuable geologic structure in the world. For more than one hundred years, dozens of mines have operated around the rim of this ancient meteor crater, extracting millions of pounds of nickel, copper and cobalt as well as millions of ounces of gold, platinum and palladium. The sales of these metals have realized tens of billions of dollars in profit for mining companies and billions of dollars in taxes for the Federal and Provincial Governments. The mining activities in the Sudbury Basin have in large measure driven the development of the progressive urban center that is the City of Greater Sudbury.

Local municipal government in the Sudbury area has gradually grown to match the geographic extent of the basin. As dictated by the Ontario government in 1973 and again in 2001, the disparate assembly of communities that had developed around the mine sites has been consolidated into Ontario's largest municipality, covering a staggering 3,200 square kilometers. The resulting City of Greater Sudbury has developed into a strong regional centre and Northern Ontario's most populous city. It is a regional health hub, an important Ontario post-secondary education center with colleges in both official languages and is the home of a research university. The City is also a base for a dynamic mines supply and services sector as well as a leading centre for mining research and development.

Companies that engage in mining activity in the Sudbury Basin have access to one of the richest mineral deposits on earth and a highly skilled workforce. They benefit from a stable political environment and operate in an urban community with high standards of municipal services and infrastructure and a great quality of life. All of these factors have contributed to making Greater Sudbury the world's premier mining site, and as a result, home to some of the world's largest and most sophisticated mining complexes.

In recent years, increased demand for commodities such as nickel and copper has resulted in a boom in the mining sector that has translated into great prosperity for the companies, the community and has sent hundreds of millions of dollars to the treasuries of the Federal and Provincial Governments. Unfortunately, the Municipality does not benefit directly from this prosperity.

A r e f i n e d

The City of Greater Sudbury brought together leaders from the community to create the Advisory Panel on Municipal Mining Revenues. This report has been designed to provide the arguments as to why the Council of the City of Greater Sudbury should invite the Province of Ontario to enter into negotiations with the City to establish a resource revenue-sharing agreement. The report also provides other recommendations developed by the Panel. The summary of each chapter encapsulates the arguments for a resource revenue-sharing agreement.

Municipalities are entities of the Province and as such look to the Province for funding. In turn the Province petitions the Federal Government to provide additional funding to the Province. Although this report looks to the Province to address its distribution of natural resource wealth, it is important for Council to take every opportunity to promote and seek funding from the Federal Government who also benefit significantly from the natural resource wealth generated in the Sudbury Basin.

The last section of the Executive Summary provides a brief description of secondary recommendations developed by the Panel.

In order to address the broader, more endemic problems with which this City must contend, the Panel has developed one primary recommendation:

THAT THE COUNCIL OF THE CITY OF GREATER SUDBURY INVITE THE PROVINCE OF ONTARIO TO ENTER INTO NEGOTIATIONS WITH THE CITY TO ESTABLISH A RESOURCE REVENUE-SHARING FRAMEWORK THAT WILL ENSURE A PREDICTABLE AND SUSTAINABLE REVENUE STREAM FOR THE MUNICIPALITY.

AND FURTHER THAT COUNCIL CIRCULATES THIS REPORT AND CONSULTS WITH OTHER NORTHERN RESOURCE COMMUNITIES.

A R G U M E N T

The arguments to support this recommendation are summarized below, with a more comprehensive and substantive examination provided in the pages that follow.

Other resource rich provinces in Canada have been initiating new policies and resource sharing arrangements with the companies that extract the natural resources in their jurisdictions. It is not unreasonable for these provinces to believe they should receive a share of the wealth generated by their natural resources. Given this belief, it is not surprising that the municipalities who house the workers, support the service providers and contractors, provide the infrastructure that facilitates the development of these resources and provide high quality urban community standards that attract skilled workers, should also seek an additional share of the wealth generated from the mining and processing industry within their own territory.

HISTORICAL ARGUMENTS RELATED TO MUNICIPALITIES AND MINING

Provincial-municipal resource revenue sharing has been hotly debated for close to a century as mining municipalities have sought fair compensation for the role they play in facilitating mining activity. The mining municipalities have consistently contended that they are entitled to share equitably with the Federal and Provincial Governments in the taxation wealth generated by the mining companies operating within their municipal boundaries. Through persistent lobbying and presentations, these same municipalities have also demonstrated that they have not received a fair share of the taxation wealth generated by the mining companies.

Up until 1973, mining companies were exempt from municipal property taxation. This was the only industry sector treated in this manner. Municipalities received instead a grant from the Provincial Government referred to as mining revenue payments. In 1973, the surface operations of mining companies became assessable for municipal property tax purposes. There has been a long standing contention, however, that the surface assets of the mining companies were significantly under assessed at the time and have remained under assessed. Given the years of no property taxation followed by years of property taxation at under assessed values, the Sudbury Basin municipalities have struggled to properly fund municipal services and infrastructure.

The historical arguments are as relevant today as they were 100 years ago and the Municipality is continuing to petition the Provincial Government to provide a predictable and sustainable revenue stream to the Municipality from the wealth generated by the mining companies within its boundaries.

It is the case that municipalities rely for the most part on property taxation to fund municipal services including the building and maintenance of capital infrastructure. Property taxation should be raised equitably across all property tax classes and since much of the mining infrastructure is underground it has not been subject to tax. The municipalities have petitioned the Provincial Government for decades to provide for a payment in lieu for the underground infrastructure that they are unable to tax.

As these debates have occurred, the International Nickel Company had also been at the table petitioning the Provincial Government to fairly distribute the wealth generated by their company to the municipalities that provided the infrastructure to support their operations and their employees. In its submissions in the late 1960s and early 1970s, the company clearly indicated that it wished to fulfill its obligations to the community by paying its fair share of taxation. It was the International Nickel Company itself that proposed that surface facilities be assessable for property tax and this was implemented in 1973. The company also proposed that the Provincial Government should levy a sufficient mining tax to both pay the Municipality its fair share and to provide for a reasonable level of royalties to the Province.

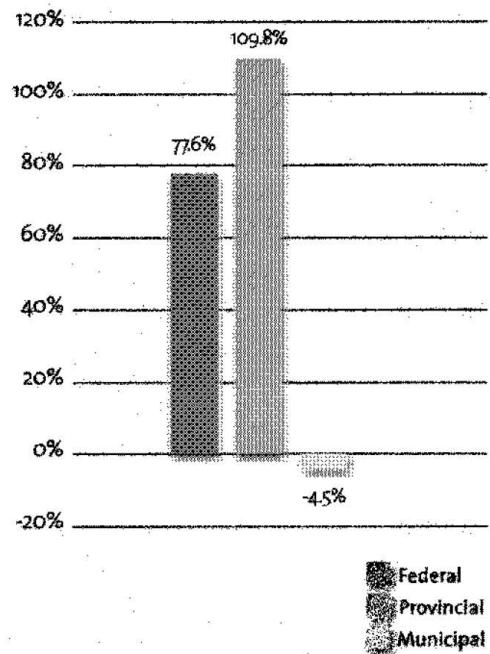
ARGUMENT

GROWTH IN TAX REVENUES GENERATED BY THE ONTARIO MINING INDUSTRY IN ONTARIO (2001 TO 2005)

ONTARIO MINING INDUSTRY AND TAXATION

After examining elements of the various regimes through which Ontario's mining companies are taxed, it is clear that Ontario's mining industry is a significant source of taxation revenue. Ontario's mining industry, 50% (as measured by various parameters including employment, payroll, mine locations) of which is located within the Sudbury Basin (Source; *Economic Contribution Study 2006*, Ontario Mining Association), sends hundreds of millions of dollars to the Federal and Provincial treasuries, contributing to repeated budget surpluses in recent years. What is more, this figure has been on a steady upward trend over the last few years.

Ontario's municipalities on the other hand, and Greater Sudbury in particular, have witnessed a decline in the property tax revenue that they collect from the mining industry. In the City of Greater Sudbury, the major mining companies' share of the City's property tax levy has fallen from 25% in 1970 to 6.5% in 2005. The chart opposite, for the period 2001 to 2005, shows that Federal taxation revenue has grown by 78%, Provincial taxation revenue by 110% while municipal property tax revenues have declined by 4.5%. It is estimated that in the past five years, the accumulated loss in taxation revenue from the mining industry due to declining assessment is \$20 M.



... to achieve long-term fiscal sustainability ... the amount of money required is a fraction of the differential between the amount of money that the senior levels of government take out of the community compared to what they put back into the community.

On a more global perspective, the Conference Board of Canada has estimated that the City requires an additional \$30 million or more annually to achieve long-term fiscal sustainability and that this amount of money is a fraction of the differential between the amount of money that the senior levels of government take out of the community compared to what they put back into the community.

MUNICIPAL SERVICES

The City of Greater Sudbury, as a major urban centre, delivers high quality municipal services and infrastructure that benefit not only its individual residents, but its corporate citizens as well. The quality and the cost of these services continue to rise while the property taxes paid by the mining industry are declining and the contribution of the mining taxes to the Provincial and Federal treasuries are rapidly increasing.

Were a mining camp to be located in a more remote location, these same services and infrastructure would have to be provided entirely by the mining companies themselves. Greater Sudbury is the world's premier mining site and is unparalleled by any other mining municipality.

A R G U M E N T

Based on the data available it is not possible to demonstrate the extent that the mining industry impacts on the cost of municipal services but there is abundant evidence that it does. For example, there is clear evidence that the activities of the mining industry negatively impact the City's roads infrastructure. As such, it is reasonable that the Municipality should expect some form of cost-sharing framework with the mining industry. The City of Greater Sudbury provides municipal services and infrastructure to a sophisticated urban standard and the supporting assessment base in the mining industry is limited and declining. It is also appropriate for the Municipality to seek a direct form of compensation from the Province.

MUNICIPAL FUNDING

From 1937 until 1990, the Province recognized and paid resource grants to Northern municipalities. Although the language recognizing resource grants was lost in 1990, it is important to note that the total value of the unconditional grants continued to rise until 1998 and the introduction of local services realignment. With the introduction of the Community Reinvestment Fund and the provision of additional education tax room, the City of Greater Sudbury lost \$7 million in unconditional funding. Since the downloaded programs had to be paid for, the \$7 million essentially represented the loss of grants related to being a resource community with low density and lower than the provincial average assessment. If this savings target had not been required, the unconditional grant (excluding social programs) in 2007 would have been \$13 million higher (assumes inflation). The loss of this funding over the 10 year period represents accumulated lost funding of approximately \$80 million. The challenges of being a resource community in Northern Ontario are no different today than they were in 1937. The funding that recognized these challenges is still required today and the Province is encouraged to reintroduce a sustainable and predictable revenue stream for the City.

Precedents for sharing the wealth of the resource sector with the stakeholders who are directly supporting the extraction of these resources has been clearly established. It is therefore reasonable for the City of Greater Sudbury to invite the Provincial Government to enter into negotiations to establish a resource revenue-sharing agreement.

REVENUE SHARING AGREEMENTS — PRECEDENT

The City of Greater Sudbury is not the only community to attempt to secure a more equitable share of the wealth extracted from beneath it. There are precedents wherein the unique circumstances of resource-based communities have been recognized and compensated.

In 1998, the Peace River Regional District (PRRD) successfully negotiated a long-term Memorandum of Understanding (MOU) with the Province of British Columbia. The MOU recognizes that the PRRD's member municipalities have limited access to property tax revenues from the oil and gas industry, and as such acknowledges the Province's responsibility to compensate local governments for their role in resource development activities by providing them with an annual payment of \$20 million (inflated annually) to be divided among member municipalities.

Although the Aggregate Resources Act specifically excludes mineral resources, the Ontario government recognizes that the extraction and transportation of aggregates has an impact on local communities and in turn provides area municipalities with a portion of the royalties collected from the industry. Similarly, various Impacts and Benefits Agreements have been negotiated between mining companies and Aboriginal communities.

A R G U M E N T

CURRENT ENVIRONMENT — THREATS AND OPPORTUNITIES

The City of Greater Sudbury is experiencing strong economic growth that is predicted to continue over the next decade. Without corresponding growth in assessment, however, the ability to maintain and build municipal services and infrastructure remains challenging.

Local mining companies are making significant investments in the Sudbury basin but these investments do not lead to an increased assessment base and therefore increased property tax revenue for the Municipality. The investments do, however, result in increased production with increased profits that lead to higher taxation revenues for the senior levels of government. Much of the capital investment is underground and not subject to property tax and yet, because corporate taxation revenues continue to grow, the Municipality is looking to the Province to establish an equitable means of redistributing the natural resource wealth so that it is appropriately compensated for the role it plays in facilitating the mining industry.

SECONDARY RECOMMENDATIONS

During the course of its work the Panel identified several recommendations for consideration and these are summarized below.

- 1** Mining properties are valued by the Municipal Property Assessment Corporation using the cost approach. This formula provides an allowance for both depreciation and market value adjustment. That both major mining companies recently sold for amounts well above market value calls into question the basis for valuing mining facilities. Mining facilities only became taxable in 1973 and there was considerable debate at that time that the assessed value was too low. It is therefore the recommendation of the Panel that Council petition the Province to amend the valuation method and the components of the formula, specifically the allowance for depreciation and the market adjustment factor, for the purposes of assessing mining industry properties.
- 2** The Municipality should monitor incentives and opportunities for processing and manufacturing to ensure that the mining industry in the Sudbury Basin remains vibrant and competitive.

A r e f i n e d

- 3 The City of Greater Sudbury should undertake to quantify the impact of mining haul trucks on City roads and with this assessment, formulate a policy for sharing the incremental costs between the mining companies, the Province and the Municipality.
- 4 The Municipality should determine if it is recovering costs to the greatest extent possible using all its legislated authority. If insufficient authority is an obstacle to reasonable cost recovery, the Municipality should petition the Province to adequately expand the City's mandate. In order to engage in meaningful negotiations the City needs to develop a policy position with respect to cost sharing for roads and other municipal services.
- 5 The Panel supports the recommendation of the *2005 Transportation Background Study* that the City should enter into partnership arrangements with the mining companies for road construction and maintenance as the municipal road infrastructure greatly benefits these companies. The option follows the user-pay principle where Greater Sudbury is seeking to generate new revenues from those that benefit most directly. The option increases awareness of the full costs of the infrastructure, and also has the benefit of reducing public costs. The concept can be applied to new roads, road widening, or to reconstruction and maintenance activities. A model developed to address roads could be applied to other operating service areas.

A R G U M E N T

- 6 The Municipality should, in consultation with the mining companies and senior levels of government, explore the options for a heavy load transportation system (i.e. rail, road, pipeline) with possible funding from the Provincial Government's transit funding program.
- 7 The City develop in-house expertise on the mining industry, prepared to both anticipate and respond to mining industry matters such as consolidation, outsourcing, changes in business practices and changes in tax policy and Provincial regulations.
- 8 The environment is constantly changing and it is incumbent on the Municipality to continue to scan for the threats and opportunities that may impact on its operations. Forward thinking policies and the subsequent negotiation of agreements could go a long way to ensuring that future changes in the mining sector impact positively on the Municipality.

Forward thinking policies ... could
go a long way to ensuring that
future changes in the mining
sector impact positively on the
Municipality.

5(c)



RESOLUTION OF THE COUNCIL OF THE CORPORATION OF THE TOWN OF CALEDON

June 10, 2008

Re: Tax-Exempt Allowances

Whereas the Canadian Revenue Agency (CRA) limits the deduction of tax-exempt allowances paid by employers to employees using their personal vehicle for business purposes; and

Whereas current CRA allowable deductions are already substantially below the Canadian Automobile Association's per kilometer vehicle costs; and

Whereas over the past six months the retail price of a litre of gas has increased dramatically;

Now therefore be it resolved that Council for the Town of Caledon hereby requests CRA to increase the deduction limit of tax exempt allowance paid by employers to employees using their personal vehicle for business purposes from the current rate of 52 cents on the first 5,000 kilometers driven and 46 cents for each additional kilometer; and

That copy of this resolution be forwarded to our MP, MPP, AMO, AMCTO and all Ontario municipalities requesting their support; and

Further a copy of this resolution be forwarded to the Canadian Revenue Agency for its consideration.

For further information, please contact:

Debbie Thompson
Legislative Co-ordinator
Town of Caledon
6311 Old Church Road, Caledon, ON L7C 1J6
Telephone: 905-584-2272 Ext. 4189
Fax: 905-584-4325
E-mail: debbie.thompson@caledon.ca

DISCLAIMER

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5(c)

Mayor
DAVID MILLER

June 23, 2008

RECEIVED

JUN 25 2008

MAYOR'S OFFICE

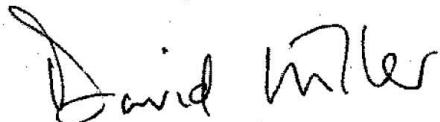
Mayor John Rowswell
99 Foster Drive, Civic Centre, PO Box 580
Sault St. Marie, ON
P6A 5N1

Dear Mayor Rowswell:

The City of Toronto, as part of its commitment to social inclusion and poverty reduction, has been working with a broad range of community organizations, faith groups, and others through the 25 in 5: Network for Poverty Reduction. At a forum held at Queen's Park April 14, 2008, the 25 in 5 Network released its founding declaration, which calls for a comprehensive plan that will reduce poverty levels in Ontario by 25% within five years and by 50% before 2018. The declaration lays out the principles of a poverty reduction strategy and outlines specific policy initiatives necessary to reduce poverty. These include sustaining employment, liveable incomes for all, and meeting social needs such as affordable housing, early learning and child care, public education and community services.

At its meeting of May 26 and 27, 2008, Toronto City Council endorsed the principles contained in the 25 in 5 Network's founding declaration. At the request of Toronto City Council, we are pleased to attach a copy of the 25 in 5 Declaration for your consideration.

Yours truly,



Mayor David Miller
City of Toronto



Councillor Joe Mihevc
Chair, Community Development and
Recreation Committee

Encl.



We believe in a poverty-free Ontario. A place where everyone can live in dignity and enjoy a good standard of living.

Action on Poverty Reduction. It starts with a plan.

The Government of Ontario is committed to a Poverty Reduction Strategy with targets and measures to ensure "opportunity that is accessible to all." (Throne Speech, November 2007)

We are asking our government for a plan to reduce Ontario poverty levels by 25% in 5 years and by 50% before 2018. We call this the '25-in-5' campaign.

Poverty reduction makes social and economic sense. We believe in an inclusive Ontario, where everyone can develop their talents and contribute to thriving communities. We want a province with a vibrant economy and shared prosperity.

Serious action on poverty reduction is possible. The U.K. has reduced poverty by nearly 25% in the past 5 years. Quebec, as well as Newfoundland & Labrador, both have ambitious plans to tackle poverty. *It's Ontario's turn.*

For Ontario, it starts with a plan. A plan that brings hope and shared prosperity for **all** Ontarians: *in urban neighbourhoods; in rural communities; among Aboriginal peoples; within racialized and newcomer communities; among single female parents; and persons with disabilities.*

We call on leadership from the Province, working with all orders of government. Working with all sectors and especially with people living on low incomes, we can create opportunities, remove barriers and provide supports so that all Ontarians can live with dignity.

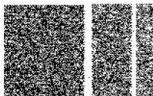
Ontario's poverty reduction plan should address three priorities:

1. **Sustaining employment** means assuring a living standard above poverty for any adult who works full time throughout the year. It means fair pay and stable working conditions for all Ontarians.
2. **Livable Incomes** mean dignity for all Ontarians — including those unable to work.
3. **Strong and supportive communities** mean affordable housing, early learning and child care, public education and community programs that help people connect.

25-in-5 Network for
Poverty Reduction
includes more than
100 provincial
organizations and
people committed
to action on
eliminating poverty.

For more
information visit
www.25in5.ca

25 in 5: Network for
Poverty Reduction



5(c)



THE CORPORATION OF THE MUNICIPALITY OF
KINCARDINE
1475 RR5 Con. 5
Kincardine ON
N2Z 2X6

DATE: June 23, 2008

The Council of The Corporation of the Municipality of Kincardine has passed the following resolution regarding Physician Shortages in Ontario and is requesting your endorsement

Thank you.

Re: Physician Shortage

Resolution #06/18/08 - 04

Moved by: Larry Kraemer
Seconded by: Ron Hewitt

WHEREAS there is a Physician shortage in Ontario.

AND WHEREAS this Physician shortage is particularly acute in rural and northern Ontario communities.

AND WHEREAS the Physician shortage is predicted to worsen as senior Ontario Doctors retire.

AND WHEREAS the Physician shortage threatens the operation of hospitals and emergency rooms in rural and northern Ontario.

AND WHEREAS there are hundreds of Internationally Trained Medical Doctors and Graduates residing in Ontario who have been denied the opportunity to practice medicine by cumbersome and antiquated medical licensing requirements.

AND WHEREAS these Internationally Trained Medical Doctors and Graduates could be a tremendous asset in providing Healthcare, reducing the number of orphan patients and insuring the provision of emergency room services in Ontario communities.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Kincardine supports the recommendations contained in the Report on Removing Barriers for International Medical Doctors by Etobicoke-Lakeshore M.P.P. Lauren Broten, Parliamentary Assistant to the Minister of Health and Long Term Care.

AND FURTHER we encourage the Ontario Legislature to support this important legislation once introduced by Minister of Health George Smitherman as per his June 6/2008 announcement.

AND FURTHER that this resolution be circulated to the Municipalities of Ontario for their support.

Carried.

Melanie Hogeveen
Deputy Clerk
Municipality of Kincardine

Telephone (519) 396-3468 ext 111
Facsimile (519) 396-8288
Email: mhgeveen@kincardine.net

5(d)

Ministry of
Transportation
Office of the Minister

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

Ministère des
Transports
Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
416 327-9200
www.mto.gov.on.ca



JUN 23 2008

His Worship John Rowswell
Mayor
City of Sault Ste. Marie
PO Box 580
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

RECEIVED

JUN 25 2008

MAYOR'S OFFICE

Dear Mayor Rowswell:

Re: 2008 Highway Connecting Link Allocation

Further to my letter of March 31, 2008, please be advised that a transfer of \$1,143,750 has been made to your municipal account.

The Ministry of Transportation is pleased to be able to provide the above-noted funds for the purpose of supporting your connecting link project(s), specifically:

Project Location	Project Description	Allocation
Hwy 17 - Wigle St. to Fifth Line 1.4km	New Project - Resurfacing	\$787,500
Hwy 17, Intersection of Second Line E. & Great Northern Rd.	New Project - Reconstruction, Right Turning Lane	\$356,250

As referenced in my earlier correspondence, please note the following reporting and accountability provisions which apply to this transfer:

Types of eligible expenditures:

- Costs directly related to the above noted connecting link projects, provided the expenditures are necessary and prudent to achieve these projects. The following are examples of expenditures not eligible: any expense paid for by another funding source; direct operating costs; entertainment expenses; alcoholic beverages; taxes and fines; interest.
- Eligible works shall be determined as per the existing Connecting Link Guidelines and eligibility requirements.

Requirement for future reporting:

- A final summary report detailing total costs, types of expenditures, use of provincial funding, and specific outcomes achieved shall be submitted to the ministry within three months of project completion or complete use of funds.

- 2 -

- This report would include information that is to be reported on for eligible works as per the existing Connecting Link Guidelines and will be subject to review by MTO staff.
- This report should be submitted to:

Ministry of Transportation
Controllership Office
301 St. Paul Street – 6th Floor
St. Catharines, Ontario
L2R 7R4

- Other written periodic reports and information as may be requested by the Province of Ontario.

Additional information to be provided:

- Upon completion of your project's pre-award design and tender package, please provide a copy to your local ministry office.

Right to independent verification/audit:

- The province reserves the right to verify or audit any information submitted for completeness and accuracy, and to ensure that funds were used on eligible expenditures and for the purpose intended.

Right to recover funds:

- The province reserves the right to recover up to an including the amount of funds provided, if it is determined that the funds provided were not used, or will not be used, for the intended purpose(s).

We wish the City of Sault Ste. Marie much success in your endeavours. We look forward to receiving additional information on how the above grant was used and the outcomes achieved. Should you have any questions, please call the ministry at (905) 704-2741.

Yours sincerely,



Jim Bradley
Minister

c: Bruce McCuaig, Deputy Minister, Ministry of Transportation
David Orazietti, MPP, Sault Ste. Marie
Michael A. Brown, MPP, Algoma-Manitoulin
Municipal Clerk's Office

5(d)

Ministry of
Transportation

Office of the Minister

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

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
416 327-9200
www.mto.gov.on.ca



JUN 23 2008

His Worship John Rowswell
Mayor
City of Sault Ste. Marie
99 Foster Drive
PO Box 580
Sault Ste. Marie, Ontario
P6A 5N1

RECEIVED

JUN 25 2008

MAYOR'S OFFICE

Dear Mayor Rowswell:

Further to our letter of March 31, 2008, please be advised that funding of \$1,465,401 is being provided to your municipality either through electronic funds transfer or cheque, depending on the established funding arrangement with the province.

The Ministry of Transportation is pleased to be able to provide the above-noted funds for the purpose of funding municipal road and bridge capital investment needs.

Addressing municipal road and bridge capital investment needs is an important part of maintaining and improving the province's transportation network, economic success and Ontarians' quality of life.

As referenced in my earlier correspondence, please note the following reporting and accountability provisions which apply to this transfer:

Types of eligible expenditures:

- Rehabilitation of municipal road and bridge capital infrastructure, specifically, these are capital funds to be used for rehabilitation of municipal roads and bridges, rather than ongoing and routine maintenance.
- Expenditures should be limited to those types of capital rehabilitation expenditures that alter (improve) or extend the life of the road or bridge asset as opposed to general maintenance.
- Examples of eligible expenditures:
 - *gravel purchases*
 - *surface treatment of roads that hadn't been completed yet*
 - *culverts*
- Examples of non-eligible expenditures:
 - *winter maintenance (snow plowing, sanding, etc.)*
 - *summer maintenance (litter pick-up, grass cutting, marking)*
 - *municipal sewers*
 - *traffic lights*
 - *any expense paid for by another funding source*

- 2 -

- *direct operating costs*
- *entertainment expense*
- *alcoholic beverages*
- *taxes and fines*
- *interest*

Requirement for future reporting:

- A final summary report detailing total costs, types of expenditures, use of provincial funding, and specific outcomes achieved shall be submitted to the ministry within three months of program completion or complete use of funds. This report should be submitted to:

Ministry of Transportation
Controllership Office
301 St. Paul Street – 6th Floor
St. Catharines, Ontario
L2R 7R4

- Other written periodic reports and information as may be requested by the Province of Ontario.

Right to independent verification/audit:

- The province reserves the right to verify or audit any information submitted for completeness and accuracy, and to ensure that funds were used on eligible expenditures and for the purpose intended.

Right to recover funds:

- The province reserves the right to recover up to and including the amount of funds provided, if it is determined that the funds provided were not used, or will not be used, for the intended purpose(s).

We wish the City of Sault Ste. Marie much success in its endeavours. We look forward to receiving additional information on how the above grant was used and the outcomes achieved. Should you have any questions, please call the ministry at (905) 704-2741.

Yours sincerely,



Jim Bradley
Minister

c: Bruce McCuaig, Deputy Minister, Ministry of Transportation
David Orazietti, MPP, Sault Ste. Marie
Michael A. Brown, MPP, Algoma-Manitoulin
Municipal Clerk's Office

5(e)



Lake Superior Binational Forum

May 13, 2008

The Honourable Donna Cansfield
Minister of Natural Resources
Whitney Block
6th Flr Rm 6630
99 Wellesley St W
Toronto ON M7A1W3

Dear Minister Cansfield:

Over 600,000 residents call the Lake Superior basin "home", including the citizens of Ontario, Michigan, Minnesota and Wisconsin. Many use Lake Superior's water or the natural resources around the lake every day in our homes, at work, at school, and to make a living.

Lake Superior and its watershed play a vital role for all of us. As citizens of north shore Ontario communities, we need to make sure we use this great world treasure wisely and carefully. As many parts of the world suffer from a lack of clean and abundant water, we realize how lucky we are to live near this extraordinary water body that supports us in so many ways. Economically it's a vital shipping highway to the head of the Great Lakes. Municipally, the watershed supplies all of our drinking water. Recreationally it's a place for kayaking, canoeing, boating, swimming and fishing. Ecologically it's the place where falcons fly and otters swim. And spiritually it's the resting place of Nanabijou – the sleeping giant.

To celebrate our connection to one of the world's largest lakes, the Lake Superior Binational Forum is again promoting the annual designation of the third Sunday in July as Lake Superior Day. This year on Sunday, July 20th, communities and individuals are planning activities to celebrate and highlight the importance of the Lake. Proclamations are being signed by elected officials of communities around the basin (sample attached).

As Minister of Natural Resources, we are asking that you have Parks Ontario recognize and promote Lake Superior Day especially in the Parks along the north shore of the Lake. Copies of the attached posters could be used for distribution within the Parks. As well, additional information is available on the Forum website – www.superiorforum.info

We look forward to having you work with us to help us continue promoting and celebrating our Great Lake Superior.

Sincerely,

Glen Dale, Canadian Co-Chair
Lake Superior Binational Forum

Bruce Lindgren, US Co-Chair
Lake Superior Binational Forum

Hold a beach clean-up event with other members of your group or with those from nearby communities.

Make art objects out of driftwood, rocks, or other items found on a beach. Ask your public library, gallery, church, or community center to display them.

Ask your local newspaper to publish color photos and articles about the lake in the weekend edition of the paper. Free sample articles are available at the Forum's website at www.superiorforum.info.

Ask your mayor, tribal chair, town chairperson, or other elected official to sign a proclamation making the third Sunday in July Lake Superior Day. Tell your newspaper and radio stations about the signed proclamation (sample text is available at www.superiorforum.info)*.

Ask your community's librarian to put up a display in the public library about Lake Superior or important lake issues.

Get up at dawn and watch the sun rise over Lake Superior.

Write a letter to the editor of the local newspaper and ask your community to join in an activity that you or others plan, or ask people to spend the day appreciating the lake.

Write a note to an elected official and tell them what you think about how Lake Superior is being protected.

Post an announcement of your event on the Lake Superior Binational Forum's website calendar* to help inform people about events scheduled around the lake.



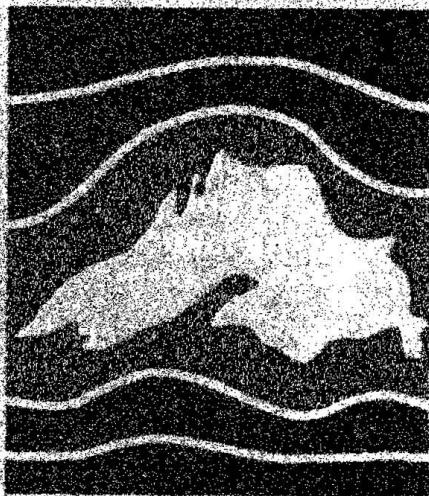
Please Help Keep a Great Lake Superior!

Lake Superior Day

July 20, 2008

What is Lake Superior Day?

Lake Superior Day is a special day that encourages people to take action that helps protect or restore one of the world's biggest freshwater lakes.



Held Every Year
on the Third Sunday in July

Why is it being organized?

Although Lake Superior is the cleanest of the five Great Lakes, it too is being threatened by pollution, poisoned fish, invasive species, loss of habitat, and over development. The purpose of a special day is to remind people how important the lake and its surrounding basin is to our weather, health, food supply, recreation opportunities, and lifestyles. Lake Superior Day is a time to highlight the many ways people use the lake every day and encourages them to take action to protect it.

When is it celebrated?

Lake Superior Day is celebrated every year in the U.S. and Canada in communities all around the lake on the third Sunday in July.

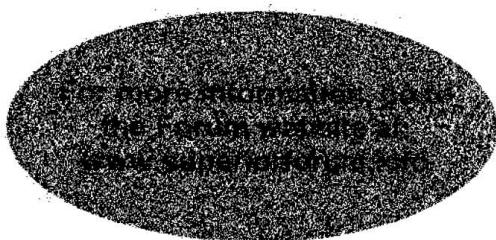
How do I celebrate this day?

People will celebrate this day in many ways—at school, home, work or play. How you celebrate it is up to you. A list of possible ideas is on the back of this flyer.

Where do I get more information?

The Lake Superior Binational Forum is promoting this event and will publish an events calendar, a list of celebration ideas, and articles about events and lake issues on its website. Please visit the site to register your event or activity or submit media reports. The Forum will keep a record of what is happening in communities, businesses, community groups, schools, and First Nations/Tribes in Ontario, Michigan, Minnesota, and Wisconsin.

In the US, call (715) 682-1489; In Canada, call (807) 343-8811.



5(f)



Ontario & Nunavut Region
Ottawa Community Office
150 Isabella Street
Suite 215
Ottawa, Ontario
K1S 1V7

May 20, 2008

Mayor John Roswell
City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

613.232.7334 T
1.866.337.3365
613.567.2288 F
www.muscle.ca W

Your worship Mayor John Roswell,

It is with great pleasure that I acknowledge the exceptional efforts of the Sault Ste. Marie Professional Fire Fighters Association, who raised \$4430.13 during their Muscular Dystrophy Canada fundraising event in support of people affected with neuromuscular disorders.

Since 1954, Canadian Fire Fighters have supported thousands of individuals affected by neuromuscular disorders. These funds provide equipment services such as wheelchairs, hospital beds, patient lifts, and leg braces to those in need, as well as information, advocacy and research into cures and treatments for neuromuscular disorders.

Fire Fighters are heroes in all communities but for people affected with neuromuscular disorders they are more than that. Fire Fighters are our biggest ambassadors - raising awareness, raising revenue but most importantly giving hope that one day a cure will be found

We are thrilled to tell you that Ontario Fire Fighters raised over \$1,183,000 this past year and that the Sault Ste. Marie Professional Fire Fighters Association was a significant part of that total. Their ongoing commitment to assisting people with neuromuscular disorders is admirable.

While we will never be able to express our gratitude to these heroes, we thank them, you and your entire community for your support.

Together, we can make muscles move!

Sincerely,

Pamela Musgrave
Manager of Revenue Development, Ontario & Nunavut

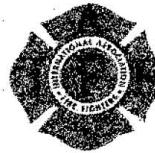
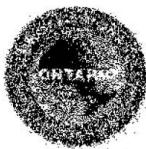
RECEIVED
MAY 27 2008

MAYOR'S OFFICE

CC: Sault Ste. Marie Professional Fire Fighters Association

SPECIAL THANKS TO FIREFIGHTERS FOR SUPPORTING MUSCULAR DYSTROPHY CANADA SINCE 1954!

Taxation Charity Registration Number | 10775 5837 RR0001



5(g)

SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
C/O 537 OLD GARDEN RIVER ROAD, SAULT STE. MARIE, ONTARIO, P6A 6J8

2008-06-26

**Mayor and Council
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6**

**Re: Contract Negotiations Between The Corporation of the City of Sault Ste. Marie and
The Sault Ste. Marie Professional Fire Fighters' Association**

Dear Mayor and Council,

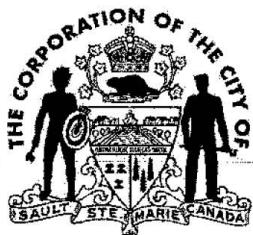
On behalf of the Sault Ste. Marie Professional Fire Fighters' Association, I would like to take this opportunity to thank the Corporation's negotiating team of John Luszka, Peter Niro and Lynn McCoy for the time, patience and effort they have displayed since our mediation on May 21, 2008. Over the past month, many hours were spent negotiating our contract not only during the day but the Corporation's team was made available on weekends and evenings as well. I hope the dedication, mutual respect and open minded thinking displayed during this process continues.

Once again, thank you to all involved in this round of negotiations.

Sincerely,

Rob Greve, President, Local 529
Sault Ste. Marie Professional Fire Fighters' Association

5(h)



2008 07 02

Customer Service
Canada Post
4567 Dixie Road
Mississauga, ON
L4W 1S2

I write you as a continuation of a concern initiated by my ward colleague James Caicco and myself. I believe the correspondence of October 18, 2005 appropriately captures the essence of an ongoing concern but the issue now extends beyond the location and stability of community boxes.

I should like to bring to your attention a corporate policy that seems to make little economic, practical or aesthetic sense.

I provide a sampling of pictures of "transfer" or "red" boxes to illustrate my concern. The lack of maintenance is obvious; the stability remains a factor as many of the boxes are positioned at a tilt; easily pushed over by anyone. The \$50.00 call out to right the box is still intact. Each boulevard location is usually unkempt and at the whim of the nearest resident to "manicure" the area surrounding the box.

Would it not be more responsible for Canada Post to take full ownership of the above to the satisfaction of all parties?

In this day of concern for city beautification and corporate image, would it not behoove Canada Post to take appropriate action?

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stephen Butland".

Stephen Butland
Councillor, Ward One

SB:ba

cc Office of the Ombudsman

5(h)

October 18, 2005

OFFICE OF THE OMBUDSMAN

We write you regarding the absence of mail delivery on a section of Dacey Road in Sault Ste. Marie. Several years ago with the upgrade of the street, it was decided to implement 2 community mail boxes. One box at the south end of the street is stabilized on a concrete pad; the other is not. As a result, this box is overturned from time to time and interrupts regular mail service for several days at a time.

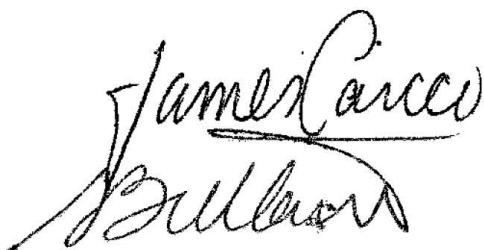
In discussions with Canada Post representatives, we have reached an agreement that our City Board of Works will pour the concrete to stabilize the second neighbourhood box. This cost will be approximately \$250. Much to our surprise, it was explained that normally a concrete block must be shipped from Montreal at a cost of \$600! Should the box not have been stabilized, Canada Post was prepared to right the box each time it was overturned at a cost of \$50. This really makes no practical or economic sense.

Finally and most significantly we implore you to reinstate door-to-door delivery to all residents on Dacey Road which then treats all citizens equally; given that some on Dacey Road already receive door-to-door delivery as done on any streets coming off Dacey.

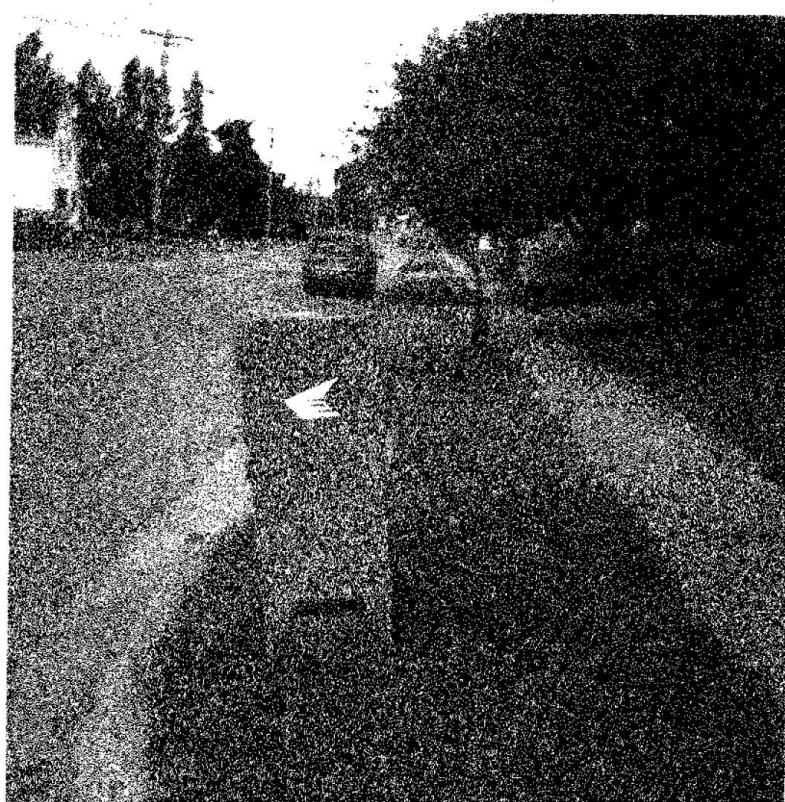
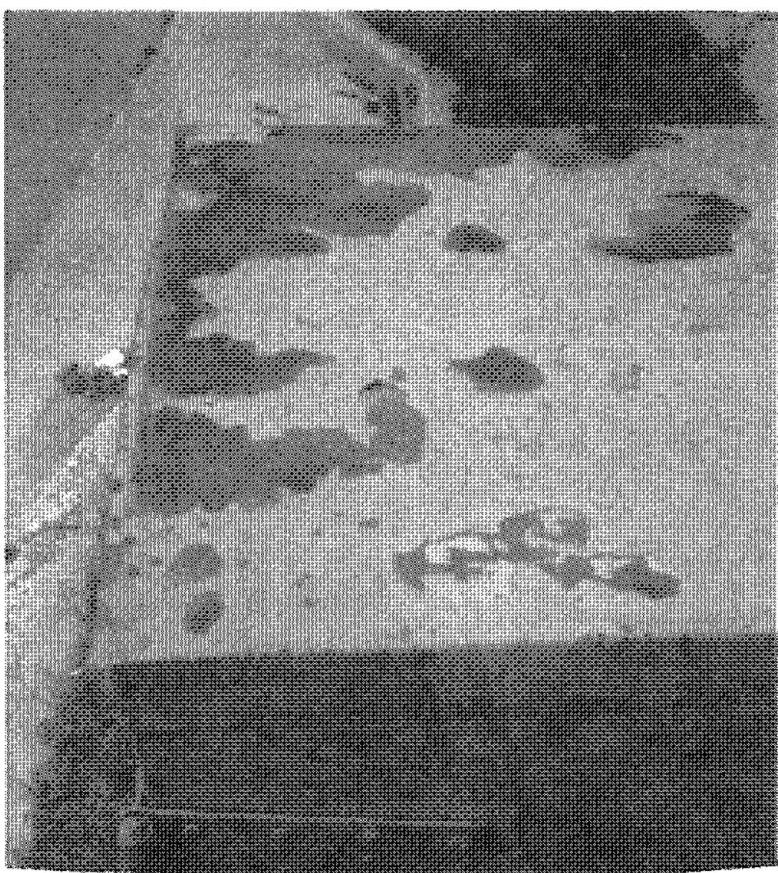
It certainly would simplify a situation which really is more complicated than it needs to be.

Respectfully Submitted,

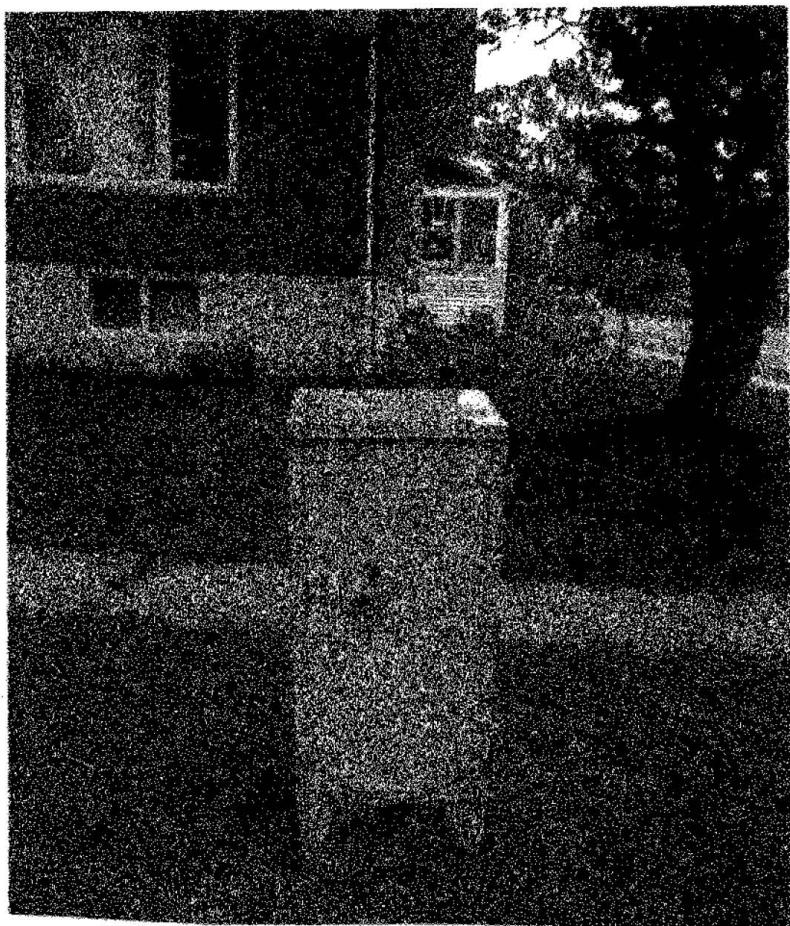
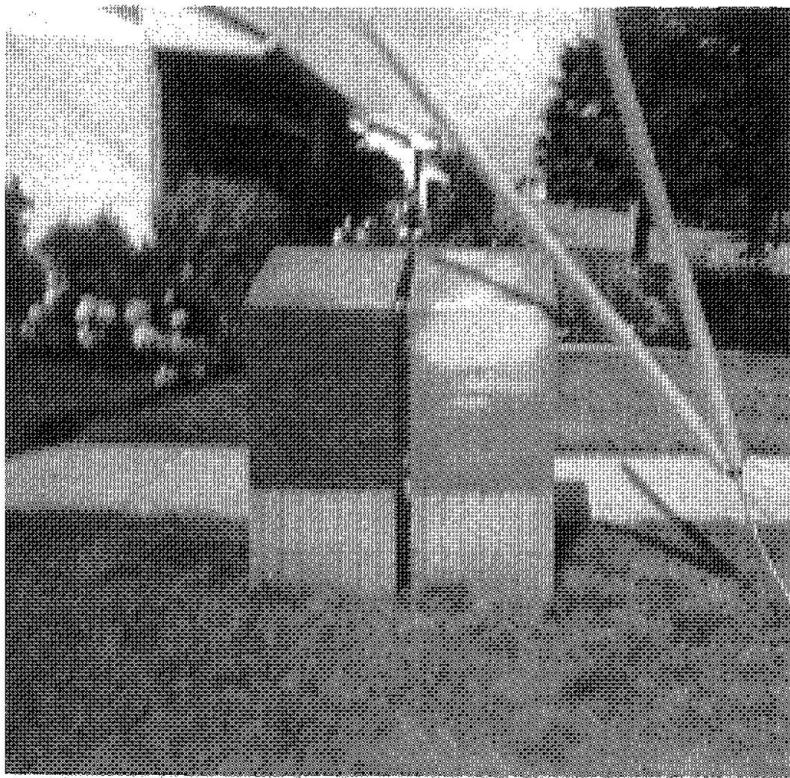
Stephen Butland
James Caiocco
Councillors – Ward One

The image shows two handwritten signatures. The top signature is "James Caiocco" written in cursive with a horizontal line underneath. Below it is another signature, "Butland", also in cursive.

5(h)



5CH



5(i)



2008-06-09

City Clerk's Department
Corporation of the City of Sault Ste. Marie
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

RECEIVED	
CITY CLERK	
JUN 24 2008	
NO.:	51018
DIST:	

Dear Ms Irving:

The Student Administrative Council of Sault College is planning their Orientation activities for new and returning students for August/September, 2008. The Student Administrative Council is requesting to have an outdoor licensed patio to enhance the events listed on the attached calendar. We are requesting to licence the proposed area between the hours of 12:00pm and 11:00pm from August 26, 2008 to September 7, 2008.

I have enclosed a copy of our "Application for Temporary Extension of Licence" with the proposed patio area and existing indoor area. In order for our application to be approved, we require written evidence of non-objection from the Municipal Clerk. It is our policy to ensure that all staff in the Student Life Centre are trained in Smart Serve, WHMIS, and Health & Safety policies. We work diligently at ensuring that the Student Life Centre is a safe and responsible member of the College and of the community.

The proposed licensed area shows that alcohol will be served indoors and outdoors with meals provided at all times. The proposed licensed area will be accessible to guests through the South West exit in the licenced lounge area. This will be the one and only passage that alcoholic beverages can be transported to the patio. All beverages will be served in plastic cups by a "Smart Serve" trained staff member. A 1.06 meter snow fence will surround the 15 meters by 4 meters area with 2 exits that will be monitored at all times. The patio capacity of 54 patrons will be monitored and not exceeded at any time.

Should you have any questions or concerns regarding this application, please do not hesitate to contact me at 759-2554, Ext. 2663. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Trainor".

Matt Trainor
General Manager Student Life Centre

www.saultcollege.ca

5(i)



Alcohol and Gaming
Commission of Ontario
Manufacturer & Special
Licensing, Advertising and
Promotions
90 Sheppard Avenue East
Suite 200
Toronto ON M2N 0A4
Tel./Téléphone : 416 326-8700
1 800 522-2876 toll free in Ontario/sans frais en Ontario
Website/site Web : www.agco.on.ca

Commission des alcools
et des jeux de l'Ontario
Délivrance des permis aux
fabricants et des permis spéciaux,
publicité et promotion
90, avenue Sheppard Est
Bureau 200
Toronto ON M2N 0A4
Fax/Téléc. : 416 326-5555

Temporary Extension Application (Liquor Sales Licence) Demande d'agrandissement temporaire des locaux pourvus d'un permis d'alcool

Est. # / N° établ.

App. # / N° dern.

SECTION 1 — APPLICATION INFORMATION / RENSEIGNEMENTS SUR L'ÉTABLISSEMENT

1.1 Preferred Language / Langue de préférence <input checked="" type="checkbox"/> English / Anglais <input type="checkbox"/> French / Français	1.2 Liquor Licence Number / Numéro du permis 50011
1.3 Name of Establishment / Nom de l'établissement Sault College of Applied Arts and Technology - Student Life Centre	
1.4 Establishment Address / Emplacement de l'établissement 443 Northern Avenue	City, Town, Village / Ville ou village Sault Ste. Marie
Postal Code / Code postal P 6 A 5 L 3	1.5 Telephone Number / N° de téléphone (705) 759-2554 ext 2410
1.6 Fax No. / N° de télécopieur (705) 759-1319	

SECTION 2 — CONTACT INFORMATION (for the purpose of processing the application) / RENSEIGNEMENTS SUR LA PERSONNE-RESSOURCE (aux fins du traitement de la demande)

2.1 Name of Contact / Nom de la personne-ressource Max Liedke	2.2 Telephone No. of Contact / N° de téléphone de la personne-ressource (705) 759-2554 ext 2410	2.3 Fax No. of Contact / N° de télécopieur de la personne-ressource (705) 759-1319
2.4 What is the Contact Person's Relationship to the Licensed Establishment ? / Quel lien la personne-ressource a-t-elle avec l'établissement pourvu d'un permis? Chief Financial Officer		

SECTION 3 — EVENT INFORMATION / RENSEIGNEMENTS SUR L'ÉVÉNEMENT

3.1 Name/Type of event: (i.e. Oktoberfest/Fundraiser - Cancer Society/A Taste of The Danforth Festival, etc.) / Nom de l'événement et genre (p. ex., Oktoberfest, collecte de fonds pour la Société pour la lutte contre le cancer, Festival Taste of the Danforth)		
Orientation Events		
CEASE SALE & SERVICE OF LIQUOR / ARRÊT DE VENTE ET SERVICE D'ALCOOL Sale and service of liquor / Vente et service d'alcool		
CEASE SALE & SERVICE OF LIQUOR / ARRÊT DE VENTE ET SERVICE D'ALCOOL Sale and service of liquor / Vente et service d'alcool		
List Dates / Date (e.g. Sunday, August 20, 2003) (p. ex., dimanche 20 août 2003)	Start time / Heure début (each day / chaque jour)	END TIME / HEURE FIN (EACH DAY / CHAQUE JOUR)
1) Tuesday August 26, 2008 to	12:00pm	11:00pm
2) Sunday September 7, 2008	12:00pm	11:00pm
3) (13 consecutive days)		8)
4)		9)
5)		10)

5(i)

SECTION 4 — EXTENSION INFORMATION / RENSEIGNEMENTS SUR L'AGRANDISSEMENT

4.1 Location of Proposed Licensed Extension / Emplacement de la zone proposée pour l'agrandissement :	
<input checked="" type="checkbox"/> Outdoors / Extérieure	<input type="checkbox"/> Indoors / Intérieure
4.2 Location of Proposed Extension in relation to currently licensed area / Emplacement de la zone proposée pour l'agrandissement par rapport aux locaux pourvus d'un permis : Adjacent to licensed premises.	
4.3 Maximum Capacity of Extension (Length x Width based on 1.11 square metres per person) / Capacité maximale de la zone proposée pour l'agrandissement (longueur X largeur en fonction de 1,11 mètre carré par personne) : 54	
4.4 Will a bar be set up in the proposed extended area? / Y aura-t-il un bar dans la zone proposée pour l'agrandissement?	
<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui (If YES, please provide details on attached sketch. / Dans l'affirmative, fournir des détails sur le croquis ci-joint.)
4.5 Will food be available in the proposed extended area? / Servira-t-on de la nourriture dans la zone proposée pour l'agrandissement?	
<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui (If YES, please provide details on attached sketch. / Dans l'affirmative, fournir des détails sur le croquis ci-joint.)
4.6 <input checked="" type="checkbox"/> Licensee owns the land of the proposed extended area / La ou le titulaire du permis possède le terrain de la zone proposée pour l'agrandissement	
<input type="checkbox"/> Licensee rents/leases the land of the proposed extended area / La ou le titulaire du permis loue le terrain de la zone proposée pour l'agrandissement	
<input type="checkbox"/> Municipality owns the land of the proposed extended area / La municipalité possède le terrain de la zone proposée pour l'agrandissement	

SECTION 5 — APPLICANT(S) SIGNATURE(S) / SIGNATURE DE L'AUTEURE OU AUTEUR OU DES AUTEURS DE LA DEMANDE

Please follow the instructions below. / Veuillez suivre les instructions ci-dessous:

If the applicant is a sole proprietor, he/she must sign below.

If the applicant is a corporation, a person with authority to bind the corporation must sign below.

If the applicant is a partnership, ALL partners must sign below.

La demande doit être signée ci-dessous par la ou le propriétaire de l'entreprise lorsqu'il s'agit d'une entreprise personnelle.

La demande doit être signée ci-dessous par une personne habilitée à engager l'entreprise lorsqu'il s'agit d'une personne morale.

La demande doit être signée ci-dessous par tous les associés lorsqu'il s'agit d'une société en nom collectif.

By signing this form I/we solemnly declare that all information provided in this application is true and correct. / En signant cette formule, je déclare (nous déclarons) solennellement que les renseignements fournis sont fidèles et exacts.

(Please print and sign name clearly) / (Veuillez écrire lisiblement.)

4.7 Print name / Nom en lettres moulées MAX S. LIECKE	Signature <i>Max S. Liecke</i>	Date signed / Date YY / AA MM 2008 06	DD / JJ 09
4.8 Print name / Nom en lettres moulées	Signature	Date signed / Date YY / AA MM	DD / JJ
4.9 Print name / Nom en lettres moulées	Signature	Date signed / Date YY / AA MM	DD / JJ
4.10 Print name / Nom en lettres moulées	Signature	Date signed / Date YY / AA MM	DD / JJ
4.11 Print name / Nom en lettres moulées	Signature	Date signed / Date YY / AA MM	DD / JJ
4.12 Print name / Nom en lettres moulées	Signature	Date signed / Date YY / AA MM	DD / JJ

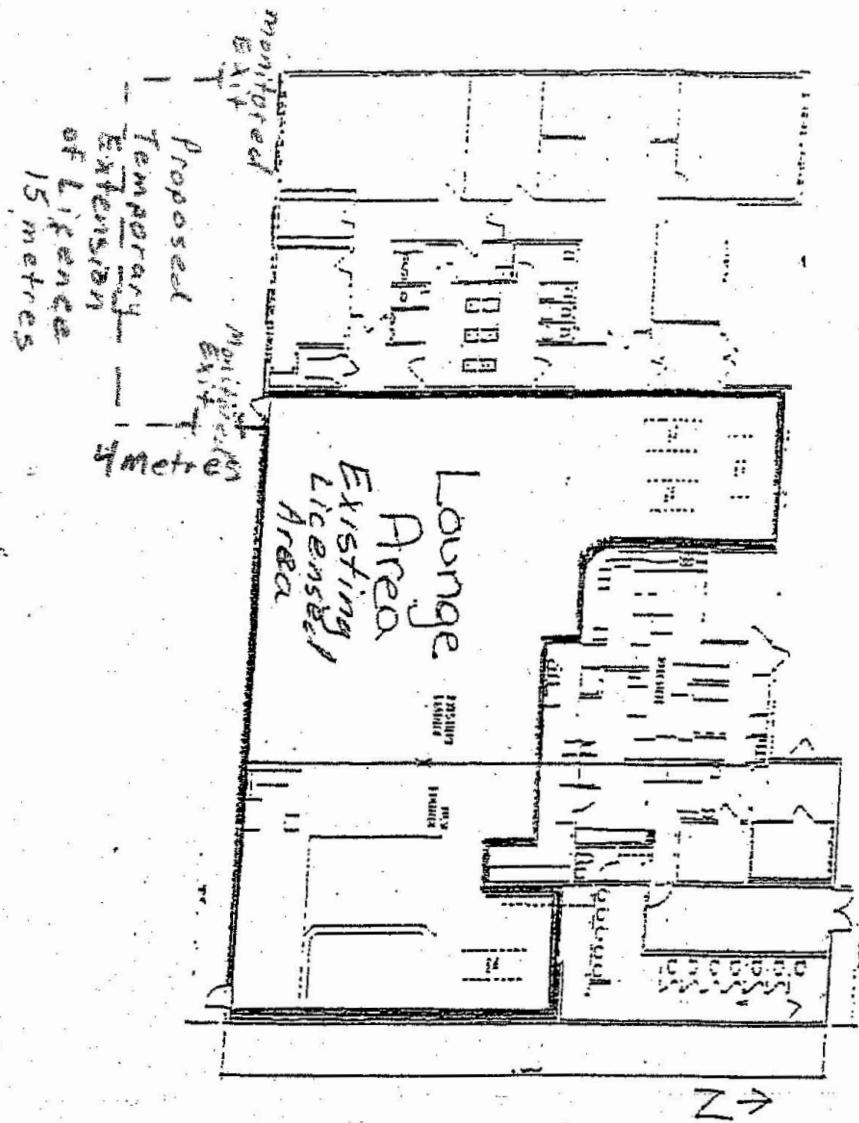
Notification / Avis

The above information is collected pursuant to the Liquor Licence Act, R.S.O. 1990, chapter L.19. The principal purpose of the collection is to determine eligibility for the issuance of a temporary extension of a liquor licence. The information may also be disclosed pursuant to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, chapter F.31. For questions about the collection of this information, please contact the Manager, Manufacturers & Special Licensing, Advertising & Promotions, Alcohol and Gaming Commission of Ontario, 90 Sheppard Ave. E., Suite 200, Toronto ON M2N 0A4, telephone: 416 326-8700, toll free in Ontario 1 800 522-2876. Email address: licensing@agco.on.ca /

Les renseignements fournis dans la présente formule sont recueillis aux termes de la Loi sur les permis d'alcool, L.R.O. 1990, chap. L.19, dans le but premier de déterminer l'admissibilité à l'agrandissement temporaire des locaux pourvus d'un permis. Ces renseignements peuvent également être divulgués aux termes de la Loi sur l'accès à l'information et la protection de la vie privée, L.R.O. 1990, chap. F.31. Les questions relatives à la collecte de renseignements doivent être adressées à la ou au chef du service Délivrance des permis aux fabricants et des permis spéciaux, publicité et promotion, Commission des alcools et des jeux de l'Ontario, 90, av. Sheppard Est, bureau 200, Toronto ON M2N 0A4. Tél. : 416 326-8700 ou 1 800 522-2876 (interurbains sans frais en Ontario). Courriel : licensing@agco.on.ca

5(i)

Sault College - Student Life Centre



BUSOLA SMELEY MEZZOMO
ARCHITECTS INC.
ALTERATIONS AND ADDITION TO
"THE OUTBACK" PHASE 2
SAULT COLLEGE SAULT STE. MARIE

pic	des	dr	number
socie	vers-	n	date
cts	ver-		24 MAY 2000

SK-1

Tentative Schedule of Events – Patio will not open beyond 11:00pm

August/September 2008

Date **Event****August**

Tues	26	President's BBQ – Patio Open 12pm – 2pm
Wed	27	Patio Closed
Thurs	28	Patio Closed
Fri	29	Patio Closed
Sat	30	Residence Pasta Dinner – Patio Open 5pm – 11pm
Sun	31	Patio Closed

September

Mon	1	Patio Closed
Tues	2	Frosh Kick Off – Patio Open 12pm – 11pm
Wed	3	Frosh Event – Patio Open 12pm – 11pm
Thurs	4	Frosh Festival Event – Patio Open 12pm – 11pm
Fri	5	Pub Event – Patio Open 12pm – 11pm
Sat	6	Hypnotist Show – Patio Open 6pm – 11pm
Sun	7	Boat Cruise Pre-Party – Patio Open 6pm – 8pm



5(i)

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

To:
The Clerk's Office,
City of Sault Ste. Marie

June 27, 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/Picnic, Aug 02, from 12:00 to 06:00 p.m.

The following is submitted as per guidelines for obtaining a AGCO 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. The event is not open to the general public, but is for family, friends and acquaintances of Association members. Number of people expected is approx. 100. This is a yearly event, which has proven popular and uneventful in the past. As per guidelines, the following agencies have been contacted under separate cover:

Algoma Health Unit (Inspector Steve Deegan)
Sault Ste. Marie Police Services
Sault Ste. Marie Fire Services

For any questions, please contact the undersigned at any time. Sincerely,

A handwritten signature in black ink.

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

5(j)



PAGE 1 OF 2

APPENDIX B-2A

**CITY OF SAULT SITE. MARIE
INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED**

APPROVALS

NOTE: All signatures of approval must be provided on one original form.

Name of

Group/Organization: Rotary Club of Sault Ste. Marie

Name of Event:

Carnival Capers

Date(s) of

Event: 17 July 2008Site: Clergue ParkTimes of Event: 7:00 pm - 10:00 pmLocation: Clergue Park

Times of Beer Garden:

NOT a beer garden. Wine/beer to be served from 7-10 pmMike Delfe

Name of Special Occasion Permit Holder

Mike Delfe

Signature of Special Occasion Permit Holder

20 Perth Bay 753-2396

Address of Permit Holder/Telephone

Michael Trumble

Name of Identified Designate

Michael Trumble

Signature of Identified Designate

58 Bifonti Cr. 759-1681

Address of Identified Designate/Telephone

1. Sault Ste. Marie Police Service

2. Sault Ste. Marie Fire Services
Fire Prevention Office

Signature of Official

Signature of Official

3. Algoma Health Unit
Environmental Health

4. Community Services Department
Recreation and Culture Division or
Community Centres & Marine Facilities Division

Signature of Official

Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____

Date _____

C.S.D. Staff Representative _____

Signature _____

OUTSTANDING COUNCIL RESOLUTIONS

As of June 23, 2008

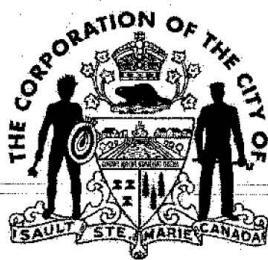
<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
March 22, 2004	Review current branding and develop new brands	T. Sheehan J. Curran	EDC/TSSM	Tourism SSM to report on status
May 8, 2006	Report on development of the local workforce and current labour requirements	J. Collins T. Sheehan	Destiny S.S.M. E.D.C.	Pending EDC direction
July 24, 2006 and May 14, 2007	Possibility of purchasing playground equipment that meets CSA requirements to replace the train at Bellevue Park	T. Sheehan S. Butland	P.R.A.C.	October 2008
October 15, 2007	Report on recommendations to recognize late Ken Danby	T. Sheehan S. Myers	Cultural Advisory Board	September 2008
February 11, 2008	Report on feasibility of winter access on waterfront boardwalk	L. Tridico F. Fata	P.W. & T.	September 2008
February 25, 2008	Report on Soo Minor Baseball Association request for financial changes to their agreement with the City.	T. Sheehan D. Celetti	P.R.A.C.	September 2008
March 31, 2008	Report on safety concerns on Goulais Avenue between Third and Fourth Line	D. Celetti O. Grandinetti	Engineering	October 2008
May 12, 2008	Report on the topics of green canopy and eco-friendly parking lots	S. Butland J. Caicco	Engineering	October 2008
May 12, 2008	Report on comparator cities used by staff when doing surveys	J. Caicco S. Butland	CAO	October 2008

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
May 26, 2008	Report on vehicles travelling at excessive speed on Rushmere Drive, i.e., speed limit signs or flashing lights	F. Manzo O. Grandinetti	P.W. & T. Police	September 2008
May 26, 2008	Report on feasibility of sign "traffic in right lane must exit" for westbound traffic on McNabb Street turning northbound onto Black Road	D. Celetti B. Hayes	P.W. & T.	July 2008
June 23, 2008	Report on the option of No Trespassing Signs during late-night hours in city parks	J. Caicco S. Butland	P.W. & T.	August 2008
June 23, 2008	Report on speed limit and safety concerns for pedestrians on Second Line	D. Celetti O. Grandinetti	P.W. & T.	September 2008

(K)S

5(n)

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:
jfratesi@cityssm.on.ca
b.berlingieri@cityssm.on.ca

2008 07 07

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

The following staff travel request is presented to you for approval:

1. Len Smith – Engineering and Planning – Building Division
Ministry Examination
July 2008
Elliot Lake, ON
Estimated total cost to the City - \$ 0.00
Estimated net cost to the City - \$ 0.00

Yours truly,

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

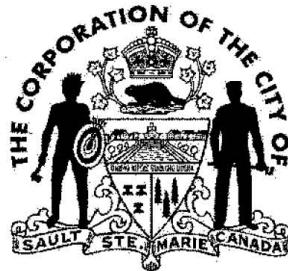
Joseph M. Fratesi
Chief Administrative Officer

JMF: bb

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(0)



2008 07 07

Mayor John Rowswell
and Members of City Council
Civic Centre

RE: Property Tax Appeals

Attached is the listing that summarizes applications for adjustments to the Tax Roll pursuant to Section 357 of the Municipal Act, 2001.

The Municipal Property Assessment Corporation (MPAC) has recommended the amount of assessment to be adjusted. Each of the applications has been reviewed individually and recommended as shown.

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "PAL".

Peter A. Liepa
City Tax Collector

PAL/bk

Attach.

Recommended for Approval:

A handwritten signature in black ink, appearing to read "W.F."

William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink, appearing to read "J.M.F.".

Joseph M. Fratesi
Chief Administrative Officer

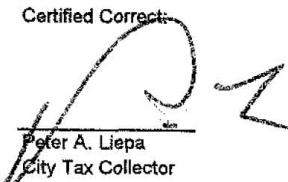
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2008

DATE: 2008-07-07
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS	TOTAL	
						TAXES	INTEREST	ADJUSTMENT
020-043-153-00	741 WELLINGTON ST E	COLLINGS RICK	COLLINGS SYLVIA ANN	RESIDENTIAL/COMMERCIAL	A 08-010	556.59	5.48	562.07
050-002-097-00	741 SHAFER AVE	MYSLAWCHUK FRANK JOHN	MYSLAWCHUK PAULETTE LOUISE	RESIDENTIAL	D 08-011	40.37	0.00	40.37
050-008-059-00	300 MARETTA ST	KORO OSSJ JOHANNES		RESIDENTIAL	D 08-012	14.35	0.00	14.35
050-030-004-00	193 CHURCHILL AVE	PETINGOLA SAMUEL M	PETINGOLA LISE A	RESIDENTIAL	D 08-013	46.44	0.00	46.44

Certified Correct:



Peter A. Liepa
City Tax Collector

REPORT TOTAL 657.75 5.48 663.23

- A. REALTY TAX CLASS CONVERSION
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

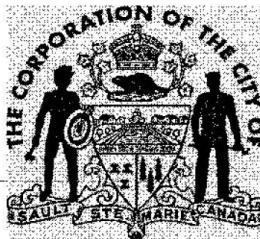
- D. DEMOLISHED AFTER RETURN OF ROLL
E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS
DUE TO REPAIRS OR RENOVATIONS

5(0)

5(p)

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 07 07

Mayor John Rowswell
And Members of City Council

**RE: MEMORANDUM OF SETTLEMENT
FIRE ASSOCIATION
2006 TO 2010**

The highlights of the settlement are as follows:

- A collective agreement to January 31, 2010.
- Wage increases of 3% February 1, 2008 and 2009 subject to being adjusted to a differential of \$100 less than Police First Class Constable once the collective agreement for Police is settled for 2008 and 2009.
- Implementation of Experience Pay in 2 phases i.e. 2/4/6 % on July 1, 2007 and 3/6/9 % not fully implemented until February 1, 2009. Experience pay essentially is a bonus paid to Fire Fighting personnel. It is based upon a percentage of the First Class Firefighter Rate of Pay for them attaining a service level of eight (8) or more years; 17 or more years and 23 or more years.
- Consequently existing "Service Pay" is eliminated with the exception of Support Services Mechanics who are not eligible for Experience Pay.
- Inclusion of Family Day as a 12th Stat.
- Payment of \$5,600 annual flat dollar amount for the Association to train its union representatives. This eliminates the requirement to provide for paid leave for members of the Association.
- Maintenance of wages for fire fighters who are quarantined by the Medical Officer of Health in the course of their duties.
- Vision care improvements i.e. \$225 to \$250 in 2008 and \$275 in 2009
- Implementation of benefit cost containments:
 - Orthotics and Orthopaedic Footwear reduced from \$800 and 2 pairs/year to \$400 and one pair per year.
 - Cap on prescription drug dispensing fees - \$8.00/prescription
 - Eligibility for LTD benefits cease when an employee qualifies for an OMERS unreduced pension.
- Improved provisions for both employees and the City with respect to the Transfer of Manpower amongst shifts when required.

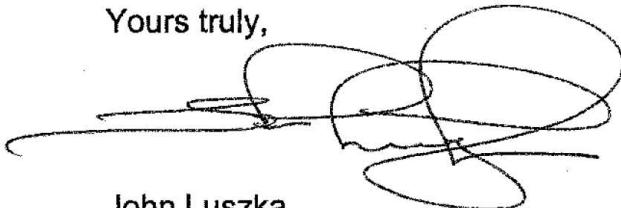
5(p)

It is our view that this settlement follows the trend in the province with respect to wages and experience pay and would likely have been awarded had the dispute proceeded to Interest Arbitration. Through settlement we have avoided the costs of arbitration and the uncertainty of the potential outcome of the interest arbitration awards.

The Association ratified the Memorandum on Thursday, June 26, 2008.

The City's negotiating team unanimously recommends City Council ratification of this Memorandum of Settlement.

Yours truly,



John Luszka
Commissioner of Human Resources

JL:ef

c.c. J. Fratesi
L. McCoy
P. Niro

MEMORANDUM OF SETTLEMENT**THE CORPORATION OF THE CITY OF SAULT STE. MARIE****&****THE SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**

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 agree to 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 February 1, 2006 to January 31, 2010.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2006 provided, however, that the following amendments are incorporated:

Appendix 1.

Signed this 26th day of June, 2008.

For the Union

Rob Trive
Y. Miller
R. Bly

For the Employer

J. Smith
Lynn Miller

RTS
LWS 5(p)

APPENDIX 1.

THE CITY OF SAULT STE. MARIE

&

THE SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS' ASSOCIATION LOCAL 529

City Package Settlement Proposal

June 24, 2008

Schedule A - Wages

First Class Firefighter Annual Wage expired January 31, 2006	\$67,112
--	----------

Proposal – Amend wages as follows:

First Class Firefighter Annual Wage

(All other ranks are to be adjusted accordingly to maintain the percentage relationship with the First Class Firefighter)

- *Effective February 1, 2006 \$ 69,830.11 (+ 4.05%) Pursuant to Burkett Partial Award dated May 21, 2008.*
- *Effective February 1, 2007 \$ 72,456.18 (+ 3.76%) Pursuant to Burkett Partial Award dated May 21, 2008.*
- *Effective February 1, 2008 \$ 74,629 (+ 3%)**
- *Effective February 1, 2009 \$ 76,868 (+ 3%)**

Note

The City will adjust the basic rate of pay for a 1st Class Firefighter once per year in 2008 and 2009 to maintain a differential of \$100 per annum less than the basic wage rate effective upon February 1, 2008 and February 1, 2009 of the 1st Class Constable – Sault Ste. Marie Police

RS
LWB
5(p)

Services that appears in the 2008/09 Police Uniform Collective Agreement.

▪ Experience Pay – Implementation

Percentages of First Class Fire Fighter Rate (FCFF) of Pay applicable to employees in the following classifications:

- First Class Firefighter
- Captain
- Platoon Chief
- Fire Prevention Officer

Note; New pay scales will be developed to include Experience Pay as part of annual base salary to be used for the purposes of calculating pension contributions, overtime, call-out, vacation, sick leave pay, and WSIB benefits. The Experience Pay shall not be used for the purposes of calculating any annual wage increases.

▪ July 1, 2007

Phase I Implementation

* After 8 or more years of continuous service effective July 1, 2007 –
– 2% of FCFF rate.

* After 17 or more years of continuous service effective July 1, 2007
– 4% of FCFF rate.

* After 23 or more years of continuous service effective July 1, 2007
– 6% of FCFF rate.

▪ *Effective February 1, 2009*

* After 8 or more years of continuous service – 3% of FCFF rate.

* After 17 or more years of continuous service - 6% of FCFF rate.

* After 23 or more years of continuous service - 9 % of FCFF rate.

Note: Continuous Service is calculated from the respective employee's anniversary date of employment with the Department and excludes any unpaid absences.

5(p) RJS
LWB

Article 2 Scope

2:01 Existing Clause

The terms of this agreement shall apply to all full-time employees of the Sault Ste. Marie Fire Services and the Association shall have the right to bargain for the purpose of defining, determining and providing for remuneration, pensions and working conditions for all full-time employees of the Fire Services except the Fire Chief, Deputy Fire Chief, Assistant Chief - Fire Prevention and Public Education and the Assistant Chief - Support Services and Administrative Assistant to the Fire Chief.

City Proposal - Amend existing clause to read as follows:

- 2:01** The terms of this agreement shall apply to all full-time employees of the Sault Ste. Marie Fire Services and the Association shall have the right to bargain for the purpose of defining, determining and providing for remuneration, pensions and working conditions for all full-time employees of the Fire Services except the Fire Chief, **Assistant Chief – Fire Suppression**, Assistant Chief - Fire Prevention and Public Education and the Assistant Chief - Support Services and Administrative Assistant to the Fire Chief.

5(p) RE
LWB

Article 7 Specified Paid Holidays

Amend Article 7 of the Collective Agreement effective February 1, 2008 to read as follows:

7:00 SPECIFIED PAID HOLIDAYS

- 7:01 Each employee shall be entitled to the following specified paid or declared holidays, namely, New Year's Day, Family Day (3rd Monday in February), Victoria Day, Good Friday, Easter Monday, Canada Day, Civic Holiday, Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day and Boxing Day, occurring in the remainder of the calendar year in and after which three months continuous service has been attained.
- 7:02 Each Firefighter is entitled, subject to the terms hereof, to 12 paid off-duty days in lieu of specified paid holidays. Eight of the said 12 days shall be scheduled consecutively as 2 week's vacation. Three (3) of the days shall be scheduled as paid off-duty days or taken as pay and the remaining 4th day shall be taken as pay.

The following procedure will be used to schedule vacations and specified paid holidays:

- (i) *In August of each year, a notice will be posted informing all personnel that each employee shall be allowed the choice of a cash payment for 3 specified paid holidays in lieu of time off. The employee must advise the Chief in writing on the forms provided of the employee's decision to receive pay for such 3 days, no later than September 1st. Failure in submitting this form by September 1st, the employee must take the 3 days as time off.*
- (ii) Subsequent to September 1st, the platoon lists shall be posted.
- (iii) Subsequent to the posting of the platoon lists, a vacation list shall be posted that shall include sufficient space allocation only to provide the scheduling of all vacations and all outstanding specified paid holidays.
- (iv) Each employee shall be permitted to select vacation and specified paid holidays in blocks of two-week periods only, except where a employee has a period to be selected of less than two weeks.
- (v) No employee shall be permitted to select a period of time off outside the space allocated in the posted vacation and specified paid holidays list.

5(p) RFL
fwb

- (vi) An employee shall be paid for each day at the rate of 1/182 of his annual salary on the first pay of December of that year.

5(p) RJS
LWB

Article 8 Leave of Absence

8:03 (a) Existing Language

8:03(a) Employees duly appointed or elected by the Association members to attend the Ontario Professional Firefighters Association Convention annually or every second year as the case may be, shall be granted leave of absence with pay for the time actually required to attend such convention, but not more than two employees shall be granted this privilege at one time.

City Proposal

Amend the language of 8:03(a) to read as follows:

*The City shall pay to the Association an annual allowance in February of each year the amount of **five thousand six hundred dollars (\$5,600)** for the Association to pay duly appointed or elected officials for attendance at Association conventions, education programs or other Association business.*

*5(p) b
reb*

Article 8 Leave of Absence

Enter the following as a new clause 8:04 in the collective agreement:

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.

54) RF
PWB

Article 10 Promotions and Layoffs

Amend clause to read as follows:

- 10:02 An employee who is promoted shall remain on probation for a period of six (6) months. If found unsuitable for this position by the Chief during the aforementioned periods such employee shall revert to their former position.

5(p) LM
LWB

Article 11 Welfare

11:08

- (a) Amend Prescription Drug Coverage as follows:
 - Cap on Dispensing Fees - \$8.00 maximum per prescription
- (b) Cap Orthotics/Orthopedic shoes at one (1) pair and \$400/year.
- (c) Vision Care

Effective the first of the month following ratification of the Memorandum of Settlement by the parties, increase vision care from \$225/2yrs to \$250/2 years and an eye examination may be included within the vision care amount.

Effective June 1, 2009 increase vision care from \$250/2 years to \$275/2 years and an eye examination may be included within the vision care amount.

11:12 OMERS and LTD

Renumber existing clause to 11:12(i)

Add new 11:12 (ii) to read as follows:

The parties agree that eligibility for LTD benefits, as set out in 11:08 shall cease when the employee becomes eligible for an OMERS unreduced retirement pension.

11:13 Retirement Benefits to Age 65

Amend existing clause to read as follows:

- The employer agrees to pay the cost of, the Ontario Hospital Insurance Plan, and the Green Shield Extended Health Care Plan - Cap Orthotics/Orthopedic shoes at one (1) pair and \$400/year; vision care to include laser eye surgery and an eye examination may be included within the vision care amount to a maximum of \$250.00 every two (2) years effective the 1st of the month following ratification of the memorandum of settlement in 2008 and a maximum of \$275 every two (2) years effective February 1, 2009, 100% of the cost of such plan will be contributed by the Employer. Green Shield Extended Health Care - Drug Plan co-insurance at 90%

5(p) *RJL*
fwb

employer/10% employee; a Cap on Dispensing Fees - \$8.00
maximum per prescription; Drug Plan to provide for the dispensing
of generic drugs unless a physician prescribes a brand name. Over
age..... (balance of clause to remain unchanged)

5(p)

RJ
Feb

Article 15 Schedule of Wages

15:01 Housekeeping Change – Amended proposal

Change just the title of 'Schedule "A" to By-law' on page 21 and 22 of the Collective Agreement to read "Schedule A".

15:02 Service Pay

Amend clause to read as follows:

15:02 SERVICE PAY

Employees in the Support Services Mechanic classification of the Sault Ste. Marie Fire Services will be paid service pay annually after five (5) years of service at the rate of \$60.00 for each completed five years of service without maximum. If an employee in the Support Services Mechanic classification resigns, retires or dies, the employee shall receive a proportionate share of the service pay to which the employee would have been entitled at the end of the year. Service pay to be paid no later than the first pay day in December.

Article 20 Term of Agreement

February 1, 2006 to January 31, 2010.

Letters of Understanding

- | | |
|----------------------------|------------------------------|
| 1. Transfer of Manpower | Renew for term of agreement. |
| 2. Communication Operator | Renew for term of agreement. |
| 3. Letter of Understanding | NEW |

New Letter of Understanding #4 to read as follows:

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.

5(p) *RM*
RWB

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.

Transfer of Manpower

Amend item #6 of this letter to read as follows:

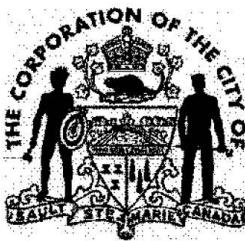
6. It is agreed that where an employee on temporary transfer is required to work more than his regularly scheduled hours such employee will be granted lieu time off with pay for such extra time worked.

Such time off will be scheduled when sufficient manpower is available and once such time off is scheduled it shall not be changed with less than one (1) calendar week notice except by agreement of the employee and the department.

Employees shall be paid out by January 31st at their regular straight time rate of pay for any unused lieu time hours from previous calendar year.

The preceding is a package proposal and the acceptance of one proposal is dependent upon the acceptance of all proposals.

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



2008 07 07

COMMUNITY SERVICES DEPARTMENT
RECREATION & CULTURE DIVISION
Bellevue & Bondar Marinas
Cultural
Historic Sites
Leisure Services/Leadership
Recreational Lock
Roberta Bondar Tent Pavilion
Seniors' Services
Sports/Events/Development

5(g)

Mayor John Rowswell
and Members of City Council

Seniors Drop-In Centre, 615 Bay Street – HVAC System Replacement

We have been advised that one of the HVAC roof-top units at the Seniors Drop-In Centre on Bay Street needs to be replaced as soon as possible.

After performing their seasonal servicing on this unit the contractor advised us that the unit has a cracked heat exchanger which is a health and safety issue. This model of heat exchanger is no longer available due to the age of the equipment and therefore the entire HVAC unit needs to be replaced. This unit services the east end of the Drop-In Centre. In 2007, another unit was replaced which services the central portion of the building. There are a total of five HVAC units servicing the entire Drop-In Centre.

The cost of the work is estimated to be between \$15,000.00 and \$20,000.00 including repairs to the roof. Final cost will be determined through the tendering process. In speaking with the Commissioner of Finance, the money could be allotted from the Unforeseen Expenses Account.

Recommendation

It is recommended that Council authorize staff to tender for the replacement of the HVAC unit at the Seniors Drop-In Centre, 615 Bay Street, at the estimated cost of between \$15,000.00 to \$20,000.00, with funding coming from the Unforeseen Expenses Account.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

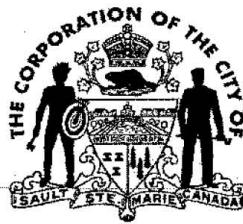
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(r)

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 07 07

Our File: Contract 2008-3E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: TREE REMOVAL DUE CONSTRUCTION
RECONSTRUCTION OF RETTA STREET (MARK STREET TO WELLINGTON STREET)**

As council is aware, Retta Street is currently being reconstructed from Mark Street to Wellington Street East. We have designed the road in such a way to minimize the disturbance to existing trees on the boulevard. Generally we only remove trees on a road reconstruction project that are in conflict with underground services such as sanitary sewers and watermain connections as well as installation of new sidewalks.

Found elsewhere on council's agenda is letter from Mr. Frank Dunn requesting that two Manitoba maple trees located on the boulevard be removed because they are "making a mess". For council's information, these trees have been examined by our City Forestry Department and found to be in excellent condition. Further, they are not conflicting with any of the construction activities associated with the reconstruction project or in conflict with overhead power lines. In the opinion of the Engineering Department, there is no reason to remove these trees. This report is for council's information.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/bb

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

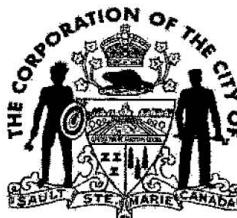
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(s)

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 07 07

Our File: Contract 2008-6E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2008-6E
MISCELLANEOUS ASPHALT REPAVING**

Tenders received for Contract 2008-6E were opened at a public meeting on Thursday, June 26, 2008 in the Korah Room of the Civic Centre. Present at the opening was Councilor Steve Butland, as well as City staff and contractor representatives.

The contract calls for cold-in-place asphalt recycling on Great Northern Road from Wawanosh to McNabb Street and on Peoples Road from Everett Street to CPR railroad tracks; pulverize and repave Fifth Line from Conservation Authority to 1160m easterly; mill & overlay various street patches for PWT; repave parking lot between Spring Street & March Street; excavate & repave laneway Albert Street southerly to parking lot; construct concrete sidewalk on St. George's Avenue from John Street to Wellington Street; crack sealing on Trunk Road between Boundary Road & City limit and on Black Road between Trunk Road & McNabb Street; and reconstruction of Pilgrim Street sanitary and storm sewers to eliminate infiltration into the sanitary sewer between Towers Street & Herrick Street.

A total of two (2) tenders were received. Each tender has been checked as shown on the attached sheet. The low tender of **\$2,236,126.26** (including GST) was received from Pioneer Construction Inc. which is above our estimate of **\$1,900,000**. Consistent with most 2008 tenders, the overrun can be attributed to increased fuel and labour costs, reduced competition, and the fact that all contractors are extremely busy with projects.

Additional asphalt patches, maintenance work and parking lot resurfacing were included in this tender to ensure competitive pricing for several miscellaneous projects funded by Public Works & Transportation. Public Works & Transportation have advised that the tendered amounts for their portions of the contract are within their maintenance budget.

The budgeted amount for the asphalt resurfacing portion of this contract is \$925,000. In order for us to meet this budget amount, we are recommending deferring the resurfacing of Peoples Road until 2009. Therefore, the City portion for the asphalt repaving will be **\$915,000**.

The block of Pilgrim Street was included in this contract as an infiltration elimination project to reduce groundwater and/or surface water from entering the sanitary sewer. When the PUC costs are eliminated, the cost to complete this is \$365,000. The sum of \$175,000 was approved in the 2008 sanitary surcharge budget for infiltration elimination, and a total of \$169,000 was unallocated in the Treasurer's Budget Report. Further, tenders for Retta Street, Franklin Street and Shannon Road

5(s)

came in \$81,000 low in their sanitary sewer sections. These amounts total \$425,000 which will be sufficient to complete the Pilgrim Street portion of the contract.

Accordingly, we recommend Contract 2008-6E be awarded to Pioneer Construction Inc. excluding the resurfacing of Peoples Road.

By-law 2008-134 authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,



Carl Rumiell, P. Eng.
Design & Construction Engineer

CR/bb

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

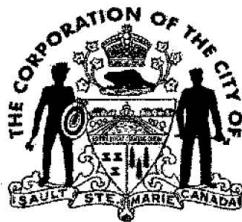
RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(f)

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 07 07

Mayor John Rowswell
Members of City Council

Re: Gateway Project Update

On Tuesday, June 24, 2008, the Gateway Project Committee met with the developers, John Dill and Mike Hough of CCI Development Group of Companies, to address the scope of the project and obtain a preliminary review of their general concept for the site. The meeting was also an opportunity to refine and address timelines between parties..

The developer provided an explanation as to their approach to developing/addressing the site's constraints and opportunities. The Committee was supportive of the process utilized by the Developer to assess the site's potential.

The Developers were in the City over a two-day period spending time at the site and surrounding properties, along with visiting various tourist venues in the downtown area and obtaining a community perspective.

CCI believe an integral part of the project's success in redevelopment, lies in working with Ontario Lottery & Gaming Corporation (OLG Casino property) in developing a larger development footprint; thus enhancing improved utilization of the site through shared services, ie. parking and facilities.

The ideas presented by CCI were conceptual for the property, and additional work is needed to further refine land use components, program development, and business case scenarios. They are committed to advancing / refining their proposals through a series of steps that involve meetings with partners / investors and stakeholders. CCI indicated that over the next several months they would be adding to their list of potential contacts and data collection and were not in a position until later in the year, to bring their plans forward publicly. They also want to ensure the community plays a part in the development of the site.

A key part of the data information required, is a current land value appraisal of the property. The last appraisal was conducted approximately 10 years ago and subsequently services were added and Bay Street extended, therefore values have increased. The City is in the process of having this completed by September 2008.

5(+)

The tight timeframes earlier noted in the RFP were so designed to accommodate a competitive process. This is not the case given that CCI was the only qualified proponent of four submissions. The Committee feels that the added time extension to year end for the proposal to receive adequate development/review, and to have a current land value appraisal prepared by the City, will contribute towards preparing a more complete business / financial plan.

This report is provided for Council's information.

Respectfully Submitted by,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

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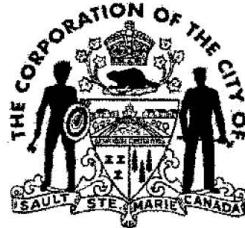
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(u)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. ZN 2008-31

REPORT TO: Mayor John Rowswell and Members of Council
REPORT FROM: Lorie A. Bottos, City Solicitor
DATE: 2008 07 07

**Re: Zoning By-law 2008-31 – 756 Landslide Road
Proposed use as a place of worship**

City Council passed By-law 2008-31 on February 25th of this year. That by-law proposed to rezone the former Hiawatha Lodge to allow as an additional use in the recreation zone a place of worship.

The by-law was appealed to the Ontario Municipal Board by Ms. Sharon Cuddy of 1022 Fourth Line East. A date of June 26th was set for the Ontario Municipal Board hearing.

I am attaching a copy of a letter dated June 23rd from the Ontario Municipal Board addressed to me indicating that Ms. Cuddy withdrew her appeal. Therefore, By-law 2008-31 is approved.

This report is provided for the information of City Council.

Respectfully submitted,

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

Lorie Bottos
City Solicitor

LAB/

RECOMMENDED FOR APPROVAL

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

Joseph M. Fratesi
Chief Administrative Officer

cc: Mr. Don McConnell, Director of Planning (Application A-1-08-Z)
Mr. Ron MacDonald, Senior Planning Technician, Planning Division
Mr. Don Maki, Chief Building Official

5(u)

Ontario
Municipal
Board
655 Bay St Suite 1500
Toronto, ON M5G 1E5
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Toll Free: 1-866-887-8820
Fax (416) 326-5370
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June 23, 2008

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

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

JUN 24 2008
LEGAL DEPARTMENT

Mr. Bottos,

Re:	OMB Case Number:	PL080434
	OMB File Number:	PL080434
	Municipality :	Sault Ste. Marie
	Appellants:	Sharon Cuddy
	Applicants:	Bible Fellowship Assembly
	Property Address:	756 Landslide Road

Subsection 34(23.1) of the *Planning Act* provides;

(23.1) If all appeals to the Municipal Board under subsection (19) are withdrawn and the time for appealing has expired, the secretary-treasurer of the Municipal Board shall notify the clerk of the municipality and the decision of the council is final and binding.

I am writing to advise that the appeal by Sharon Cuddy was withdrawn by letter dated June 19, 2008.

There are no outstanding appeals in this matter, and our file is closed.

The Hearing scheduled for June 26, 2008 is hereby cancelled.

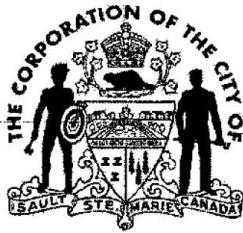
Yours truly,

A handwritten signature in black ink, appearing to read "Eva Pietrzyk".

Eva Pietrzyk
For Patrick Hennessy

LORIE BOTTOSS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. S. 2. 1.

REPORT TO: Mayor John Rowswell and
Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2008 07 07

RE: Update of Streets By-Law 69-150

PURPOSE

The purpose of this report is to recommend to Council a by-law updating Streets By-law 69-150.

BACKGROUND

For approximately one year City staff (Jim Elliott from Public Works, Carl Rumiel from Engineering, Don Maki from the Building Division and I) have been working at updating the streets by-law 69-150. Obviously that by-law was passed in 1969.

Over the years some of the provisions in that by-law 69-150 have become outdated and should be removed. For example the by-law dealt with coal chutes, theatre queues, horseless carriages and wagons. Those provisions obviously have been removed from the by-law that is on the agenda this evening. Importantly some of the duties have changed in City departments over the years from what was identified in by-law 69-150. These too have been changed in the by-law before Council this evening.

COMMENT

By-law 2008-131 which appears on your agenda does not really introduce anything new into the by-law but as indicated above updates the by-law. The by-law deals with procedures for temporary closing of streets (Section 3), projections into streets (Section 7), excavation in streets (Section 8), and driveway entrance control (Section 11).

5(v)

RECOMMENDATION

By-law 2008-131 is recommended for approval.

Respectfully submitted,

Lorie Bottos

Lorie Bottos
City Solicitor
LAB/bb

RECOMMENDED FOR APPROVAL

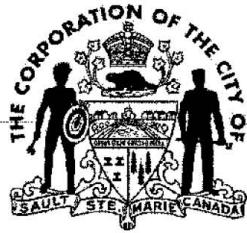
J. Fratesi

Joseph M. Fratesi
Chief Administrative Officer

5(w)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO.: S.3.2.13

REPORT TO: Mayor John Rowswell

REPORT FROM: Nuala Kenny
Assistant City Solicitor

DATE: 2008 07 07

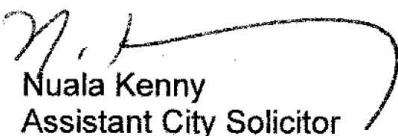
SUBJECT: EASEMENT AGREEMENT 1046-1048 NORTH STREET

920939 Ontario Inc. is the numbered Ontario Company owned by Salvatore Biasucci. Mr. Biasucci has received approval from the Committee of Adjustment to build a single family dwelling at 1048 North Street. The Committee of Adjustment authorized the construction provided that the owner enter into an easement agreement with the City to access the property via an unopened road on North Street. Accordingly the Legal Department has provided an easement agreement authorizing the owner to access his property via the unopened road allowance. The easement agreement allows for private drive access only and it terminates once the street is opened or if the City disposes of the street property. Elsewhere on your agenda tonight you will find a copy of the agreement.

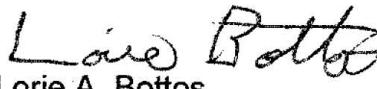
RECOMMENDATION:

By-law 2008-132 is located elsewhere on your agenda tonight. It is recommended that Council approve By-law 2008-132 and execute the easement agreement.

Respectfully submitted,


Nuala Kenny
Assistant City Solicitor

Recommended for approval,


Lorie A. Bottos
City Solicitor

NK/on


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi

Administrative Officer

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

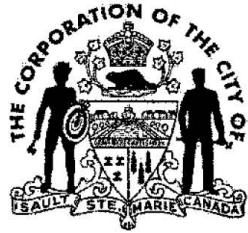
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405

www.cityssm.on.ca

6(5)(a)

LORIE BOTTOSS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. P.3.3

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2008 07 07

Re: Amendments to Taxi By-law 2005-154

At its meeting on June 9, 2008 City Council considered my report on amendments to Taxi By-law 2008-154 and referred the matter back to the Police Services Board for further consideration and for a report back to Council with any recommendations. My June 9th report is attached for your review.

In the interim the Police Services Board has reconsidered the requested amendments and again respectfully recommends to City Council that the draft by-law previously presented to Council be passed.

RECOMMENDATION

Elsewhere on the agenda tonight you will find By-law 2008-104, which implements changes to the taxi by-law, By-law 2005-154. By-law 2008-104 is recommended for your approval.

Respectfully submitted,

Nuala Kenny
Nuala M. Kenny
Assistant City Solicitor

NMK/dh

Attachment

Recommended for approval,

Lorie Bottos
Lorie Bottos
City Solicitor

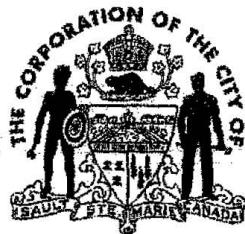
RECOMMENDED FOR APPROVAL

J. Fratesi
Joseph M. Fratesi
Chief Administrative Officer

6(5)(a)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No.P.3.3

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2008 06 09

Re: Amendments to Taxi By-law 2005-154

My report on By-law 2008-154, which amends the City's taxi by-law, By-law 2005-154, was before Council at the 2008 05 26 Council meeting. At that time Council tabled the report requesting more information on the recommended amendments. The purpose of this report is to provide Council with greater detail on the need for the amendments to the by-law. Additionally, Chief Davies will be in attendance tonight should Council have any questions for him relating to this matter.

In March of 2008 the Sault Ste. Marie Police Services Board received information from the taxi industry. A request was made by Checker Cab with the support of 7500 Taxi and Union Cab. In essence, the taxi industry indicated that in order to continue to operate profitably it would be necessary to increase rates. The industry cited a number of factors that had led to the financial crunch. Specifically, the industry identified increased operating costs. It indicated that the minimum wage had increased as of March 31st, 2008. Similarly, it indicated that the cost of gasoline had significantly increased.

With regard to the drop rate, the taxi industry requested that the drop rate be increased from \$3.90 to \$4.50. After considering the request the Police Services Board determined that the \$3.90 drop rate should be imposed as a minimum. This will allow for taxi industries to set their rate higher than \$3.90 if they so desire. This will lead to greater independence and autonomy in the industry. As far as the drop rate being one of the highest in the province, it should be noted that although the drop rate is one of the highest,

It is but one factor in determining a taxi fare. North Bay and Kapuskasing also have drop rates at \$3.90 and \$3.95 respectively. The rationale for the high drop rate is based largely on traffic congestion. Larger cities can have a lower drop rate because traffic congestion means a longer taxi ride over the same distance, and hence a higher overall fare.

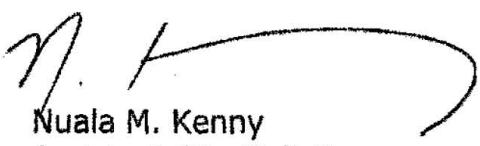
In order to understand the administration of the taxi by-law, it is necessary to understand the history of the same. Historically, taxi and limousine services within the city of Sault Ste. Marie were regulated under a police by-law, By-law 55. With changes to the *Municipal Act* it was no longer possible for police to pass by-laws to regulate taxis. Accordingly, in July of 2005 the City of Sault Ste. Marie passed By-law 2005-154. Although the by-law was enacted by City Council, enforcement and administration of the by-law remained with City Police Service. The Police Service is familiar with the by-law and the industry. Traditionally, when the industry sought changes to the by-law they would make representations to the Police Services Board. Once the Police Services Board had made a determination, it would make a recommendation to City Council. City Council generally accepted the wisdom of the Police Services Board decision given its experience with the taxi issues and its benefit of hearing directly from the industry. Accordingly, City Council would generally follow the direction as recommended by the Police Services Board.

If City Council reconsiders decisions made by the Police Services Board concerning taxis, it represents a duplication in the decision-making process. If City Council wishes to retain control over the administration of the by-law, industry appeals concerning by-law amendments should be directed to City Council and not Police Services Board. One note of caution, however. Representations on the taxi by-law from the industry will be time-consuming and often complex. Alternatively, Council may wish to defer to the Police Services Board when recommendations are made concerning amendments to the taxi by-law.

RECOMMENDATION

Elsewhere on the agenda tonight you will find By-law 2008-104, which implements changes to the taxi by-law, By-law 2005-154. By-law 2008-104 is recommended for your approval.

Respectfully submitted,



Nuala M. Kenny
Assistant City Solicitor

NMK/dh

Recommended for approval,



Lorie Bottos
City Solicitor

6(5)(a)



REGULAR MEETING MINUTES

TUESDAY, JUNE 24, 2008, 10 A.M.

SAULT STE. MARIE POLICE SERVICE'S BUILDING

<u>For the Board</u>	<u>Staff</u>	<u>For the Community</u>
D. Celetti	Chief Davies	Citizens with Disabilities
Judge Greco	Deputy Chief Kates	Representatives of Taxi Industry
I. MacKenzie	N. Kenny (City Rep)	Customers
P. Mick		
B. O'Neill		
R. Ten Brinke		

This item was deferred from the Board's meeting of June 12, 2008, and was addressed at the meeting of the board on the above-noted date.

1. a) PROPOSED TAXI RATE INCREASE

MOVED BY: D. Celetti on June 24, 2008
SECONDED BY: B. O'Neill on June 24, 2008

After a subsequent review of the original resolution, and after hearing from both customers and representatives of the taxi industry, the Board APPROVED a minimum drop rate of \$3.90 with the maximum drop rate to be at the discretion of each taxi company. The Board further APPROVED a metered rate per kilometre increase with a recommended new range of \$1.50 to \$2.50. Changes to the drop rate and metered rate will both require two weeks' written notice to the Chief of Police. These revisions will be submitted to Council for its approval to amend the existing by-law governing vehicles for hire.

CARRIED UNANIMOUSLY on June 24, 2008.

30 June 2008

7(a)

Green Committee of Sault Ste. Marie, Mayor and Council
99 Foster Dr.
Sault Ste. Marie, Ontario
P6A 5N1

RE: Update on new Lodge plans at Hiawatha Highlands, Sault Ste. Marie, Ontario

Dear Mr. Butland:

Further to our recent conversations, we provide an update to the new lodge plans at the Hiawatha Highlands. The Soo Finnish Nordic Ski Club ('the Club') is proceeding with a feasibility study for the construction of a new lodge, most likely to be built on lands already owned by the Club. The study will assess the need for a new lodge, the services and amenities to be provided, and the projected cost of such a building. We are proceeding with a CDC 'local initiatives' grant application that will help to cover part of the cost of this feasibility study.

The building will incorporate 'LEED' green design features where they are deemed to be cost-effective.

The study will be finalized by Fall 2008. Assuming that the feasibility study provides a positive response in proceeding, we will start the fundraising and detailed planning to kick start this project.

We believe that a new lodge at the Hiawatha Highlands will further strengthen the growing profile of Sault Ste. Marie as a healthy and green-friendly community.

Please share this information with the Green Committee of Sault Ste. Marie, Mayor and Council.

Yours very truly,

Soo Finnish Nordic Ski Club

<http://www.soofinnishnordic.com/>



Soo Finnish Nordic Ski Club

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[results](#)
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[trails](#)
[links](#)[programs](#)
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7(a)

Soo Finnish Nordic Ski Club

Sault Ste. Marie, Ontario's premier cross country ski club with programs, lessons, and races that cater to all ages and abilities; located in the beautiful Hiawatha Highlands.

The Soo Finnish Nordic Ski Club has a long history of community service with respect to cross-country skiing in Sault Ste. Marie. As the club's name suggests, its roots stem directly from the many Finnish immigrants who settled in the Sault Ste. Marie area in the mid-1900s.

The early club members were members of the Finnish immigrant community, who had belonged to various clubs in their homeland and wanted to recreate a sense of community in their new home. The Canadian Finnish Club, as it was initially named, was founded in 1953.

In the early 1960s, the club name changed to Soo Finnish Club. The Soo Finnish Nordic Ski Club was incorporated in March, 1991.

Over the years, the club has hosted many major competitions including Canada Cup, World Junior selection races, North American Cup, Provincial Championships Ontario Cup races and interdivisional races. Highlights have included the Canadian Senior Championships in 1970 and 1978 and the Canadian Masters Championships in 1983 and 1987. All of these races would not have been possible without the work of many local volunteers.

The club's volunteers are active in building and maintaining the 35-kilometer trail system at Hiawatha Highlands. The club continues to operate with the support of many parent volunteers who want to instill a love of skiing in their children and supports a competitive race team, a Special Olympics training program, as well as recreational skiing.

Contact Information

E-mail contactus@soofinnishnordic.com

Soo Finnish Nordic Ski Club
P.O. Box 21067
Zeller's Postal Outlet
Sault Ste. Marie, Ontario
P6B 6H3

FAX (705) 945-7577

Executive

President: Kevin Hogan 779-3938
Vice President: Jim Mihell 941-9149
Vice President: Betty VanKerkhof
Treasurer: Adriana Tomie 945-6420
Secretary: Vacant
Past Vice President:

Committee Chairs

Membership: Jim Hayden 946-1373
Jackrabbit Coordinators: Chris Kitzman 779-2999 & Wendy Steele 941-9655
Trails and Grounds: Doug Cuddy 945-8084
Fund raising: Vera and Bob McCron 949-7142
Newsletter: vacant
Race Team: Stephen Mallinger 946-5633
Junior Race Team: Larry Tomie 945-6420
Banquet: Laurie Carlyle
Sponsorship: Stephen Mallinger
Special Events: Dee Patterson 949-7795
Website: Grahame Gordon

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-132

AGREEMENT: (S.3.2.13) A by-law to authorize an Easement Agreement for 1046-1048 North Street between the City and 920939 Ontario Inc.

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

1. **EXECUTION OF DOCUMENTS**

The Acting 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 13th day of May, 2008 between the City and 920939 Ontario Inc.

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 7th day of July,

2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. 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(a)

THIS AGREEMENT made this 13th day of May, 2008.

B E T W E E N:

920939 ONTARIO INC.
Hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called the "City"

OF THE SECOND PART

WHEREAS the Owner holds title in fee simple to the lands described as follows:

Pt PIN 31562-0001(LT)
Pt Lt 82 Pl M321 Tarentorus, Pt 4 Pl 1R11578
T/W Easement over Pt Lt 82 Pl M321, Pt 5 Pl 1R11578; Sault Ste. Marie

Pt PIN 31562-0002(LT)
Pt Lt 81 Pl M321 Tarentorus, Pt 3 Pl 1R11578
T/W Easement over Pt of PIN 31562-0001(LT) Pt Lt 82 Pl M321, Pt 5 Pl 1R11578; Sault Ste. Marie

AND WHEREAS the City is the owner of North Street, an unopened road allowance where it abuts the Owner's property described in the previous recital.

AND WHEREAS the Owner plans to construct a single family dwelling and accessory buildings on the Owner's lands described above.

AND WHEREAS the Owner wishes to construct an access driveway through a portion of the unopened North Street road allowance described as Part of PIN 31562-0348(LT) being Part of North Street, Plan No. 703 shown as Part 8 on Plan 1R11578, hereinafter referred to as the "Subject Property".

NOW THEREFORE this agreement witnesses that in consideration of other good and valuable consideration and the sum of ONE Dollar (\$1.00) of lawful money of Canada, now paid by the Owner to the City (receipt whereof is hereby acknowledged) the parties hereto covenant as follows:

1. The parties hereto acknowledge that the recitals above are true.
2. The City agrees to permit the Owner to construct an access driveway over and through the Subject Property.
3. The Owner agrees to construct the said access driveway in accordance with specifications approved by the Commissioner of Engineering/Planning.
4. The Owner understands and agrees that the Subject Property shall be used for access to the Owner's lands only and the Owner shall not place any structures on the Subject Property except as provided for herein.
5. The Owner agrees to save harmless the City during the term of this agreement, from all fines, suits, claims, demands and actions of any kind and nature whatsoever for which the City shall or may become liable or suffer by reasons of or in any way related to the City approving this agreement.
6. The City shall have the right of access to the Subject Property to inspect and/or carry out maintenance as it deems necessary from time to time.

7. The Owner shall provide a form of surface treatment to the extent that will eliminate any erosion or washing of the driveway surface onto adjacent City streets and private properties.
8. The Owner shall erect a sign identifying the Owner's access driveway as a "Private Driveway".
9. This agreement shall remain in force until either:
- the City decides to dispose of the Subject Property in accordance with the Municipal Act, ~~which is in accordance with the intent of the双方~~ and the appropriate Municipal by-law.
 - the City develops the Subject Property as a public street, in which case this agreement shall terminate.
10. At the termination of this agreement the City shall not be liable for any costs or damage claims by the Owner.
11. The Owner and the City agree that this agreement is to facilitate the construction of a single family dwelling and accessory buildings on the Owner's lands and that any change of use of the Owner's lands, formally or otherwise, shall constitute a breach of this agreement and this agreement shall terminate.
12. The Owner shall not call into question, directly or indirectly in any proceedings whatsoever, in law or in equity or before any administrative tribunal, the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.
13. All terms, covenants and conditions herein contained shall be deemed to be negative and shall run with the land and be binding upon the Owner, its heirs, assigns and administrators or successors as owners and/or occupiers of the subject lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the City.
14. The Owner consents to the registration of this agreement on title to the Subject Property and the Owner agrees to pay registration costs.
15. This agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF the parties have executed the within agreement by their respective duly authorized signing officers.

) 920939 Ontario Inc.
))
)) Per 3
))
)) Salvatore Biasucci, President, Owner
)) (I have authority to bind the
)) Corporation.
))
)) The Corporation of the City of
)) Sault Ste. Marie
)) Per:
))
))
)) Name:
)) Title:
))
))
)) Name:
)) Title:
)) (We have authority to bind the
)) Corporation.)

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-133

AGREEMENT: (E. 1.9.) A by-law to authorize a collective agreement between the City and the United Steel Workers of America (Transit) for the period February 1, 2008 to January 31, 2009.

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 a collective agreement between the City and the United Steel Workers of America (Transit) for the period February 1, 2008 to January 31, 2009.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect as of July 7, 2008.

READ THREE TIMES and PASSED in open Council this 7th day of July, 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(b)

SCHEDULE "A"

AGREEMENT

between

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

-and-

**UNITED STEEL, PAPER, FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) (TRANSIT)**

February 1, 2008 to January 31, 2009

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10(b)

COLLECTIVE BARGAINING AGREEMENT

Made effective this 1st day of February, 2005 at Sault Ste. Marie, Ontario.

BETWEEN:

Corporation of the City of Sault Ste. Marie
(Hereinafter called "The City")

of the First Part

-AND-

United Steel, Paper, Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(United Steelworkers)
(Hereinafter called "The Union")

of the Second Part

1:00 PURPOSE OF AGREEMENT

- 1:01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto.
Therefore the City and the Union agree as follows:

2:00 UNION RECOGNITION

- 2:01 The City recognizes the Union, as the sole and exclusive bargaining agency for all its employees at its Transit Garage, save and except: Supervisors, Persons above the rank of Supervisors and Office Staff.

The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph. Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, casual assistance or instruction. Supervisors excluded.

3:00 NO DISCRIMINATION

- 3:01 The City and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin, union membership or union activity.

4:00 MANAGEMENT

- 4:01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the City and the right to hire, suspend or discharge for proper cause, or transfer and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested in the City, subject to the terms of this agreement.

5:00 UNION SECURITY

- 5:01 The City shall deduct as a condition of employment union dues and assessments currently in effect as certified by the union on a monthly basis from the wages of each employee covered by this agreement.
- 5:02 All dues and assessments, shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the City with a copy to 68 Dennis St. Sault Ste. Marie, ON P6A 2W9.
- 5:03 The remittance and the R-115 form shall be accompanied by a statement containing a list of names of all employees from whom dues were deducted and the amount of dues deducted.
- 5:04 The Union shall indemnify and save the City harmless against any and all claims or other forms of liability that may arise out of any actions taken by the City in compliance with this article.
- 5:05 The City, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

6:00 ADJUSTMENT OF GRIEVANCES

- 6:01 The employees of the City who are members of the Union shall elect a Committee of at least two (2) but not more than five (5) who shall constitute a negotiating and grievance committee, who may be accompanied by an International Representative of the Union.
- 6:02 In the settlement of any dispute, or grievance, the following procedure shall apply:
- (1) The employee shall first take the grievance up with his Supervisor within forty-eight (48) hours of his knowledge of the event, and the employee shall have the right to be accompanied by a representative of the Union. The Supervisor shall give a decision within forty-eight (48) hours.
- STEP 1 Failing a satisfactory answer, the employee shall put his grievance in writing to the Grievance Committee who may within 5 working days of the reply from the Supervisor, request a hearing by the Transit Manager. The Transit Manager shall render a decision within 5 working days of the hearing.

- STEP 2** If the Union considers that a satisfactory settlement was not reached at Step 1, it may within 5 working days of the receipt of the Step 1 reply, request a hearing by the Commissioner of Human Resources. The Commissioner of Human Resources shall render a decision within 5 working days of the hearing.
- STEP 3** If the Union considers that a satisfactory settlement was not reached at Step 2, it may within 5 working days of the receipt of the Step 2 reply, request a hearing by the Chief Administrative Officer. The Chief Administrative Officer shall render a decision within 5 working days of the hearing.
- STEP 4** If the Union considers that a satisfactory settlement was not reached at Step 3, it may within 5 working days of the Step 3 reply, refer the matter to arbitration in accordance with the provisions of the Labour Relations Act.

- (2) A Board of Arbitration shall not alter modify or amend any part of this agreement.
- (3) The Union shall have the right to initiate a grievance of a general nature at Step 2 of this procedure.
- (4) The time limits set out in this procedure may be extended by agreement of the parties.

- 6:03 Decisions reached by agreement between the City and the Union shall be binding upon the employee as well as the Union and the City.
- 6:04 Meetings between the City and the Union necessary as a result of this Article shall be held as required on request of either party at a convenient time as may be arranged, and no employee shall be required to lose time from work in connection with a grievance.

7:00 STRIKES OR LOCKOUTS

- 7:01 The City agrees that during the life of this Agreement it will not cause or direct any lockout of its employees, and the Union agrees that, during the life of this Agreement, there will be no strikes, slow downs, work stoppages or other collective action which will stop or interfere with production or services, and that if any such collective action should be taken, it will instruct its members to carry out the provisions of this Agreement, and to return to work and perform their duties in the usual manner.

8:00 DISCHARGE AND DISCIPLINARY PROCEDURE

- 8:01 Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step 3 of the Grievance Procedure within five working days.
- 8:02 Warnings shall be given in writing or in the presence of a Union Committeeman or steward. The City and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.

- 8:03 If it is determined or agreed at any step in the Grievance Procedure or decided by a Board of Arbitration that any employee has been disciplined or discharged unjustly, the management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

9:00 SENIORITY

- 9:01 The parties recognize that the job opportunity and security should increase in proportion to length of service. It is, therefore, agreed that in all cases of vacancy, promotion, transfer, layoff, termination and rehire after layoff or termination, senior employees shall be entitled to preference.

In recognition, however, of the responsibility of the management for the efficient operation of the service it is understood and agreed that in all such cases Management shall have the right to pass over any employee if in its opinion he does not have the ability or the physical fitness to perform the work.

- 9:02 Seniority of each employee covered by this Agreement shall be established after a probation period of 600 hours within any period or 120 consecutive days. Employees who have completed the probationary period shall be placed on the seniority list and credited with seniority from the date they commenced work with the Transit System.

During such probation period an employee may be terminated based on a lessor standard of performance than required for an established employee.

- 9:03 An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

- (1) If the employee voluntarily quits.
- (2) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.
- (3) If the employee is laid off and fails to return to work within 10 days after he has been notified to do so by the City by registered mail to his last known address.
- (4) The parties agree to the following conditions regarding employees absent from work due to an occupational illness or accident for which Workers' Compensation is paid.
 - (i) During the first 24 months of such absence the City will provide at its cost all applicable benefits set out in Article 18:00.
 - (ii) At the end of such 24 month period such employee shall be responsible for the total cost of all applicable benefits set out in Article 18:00.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated.

- (5) The parties agree to the following conditions regarding employees absent from work due to a non-occupational illness or accident:
- (i) During the first 12 months of any such absence the City agrees to provide at its cost all applicable benefits set out in Article 18:00.
 - (ii) At the end of such 12 month period such employees shall be responsible for the total cost of all the applicable benefits set out in Article 18:00.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (6) The employee is absent from work for **five (5)** consecutive working days without permission and without providing an acceptable reason to the employer for such absence.

9:04 Job Posting

All vacancies or newly created positions shall be posted for five days on the special bulletin board supplied for Union purposes. An employee desiring the position must make application to management within five days. The senior employee applying for the position shall be given the appointment, provided he qualifies under the provisions of this Agreement, and it is hereby understood and agreed that all employees now on the payroll of the City are hereby confirmed in their respective present positions.

9:05 Seniority Lists

The City shall maintain a seniority list for the shop. A copy of such list shall be posted for employee inspection. A copy also shall be provided to the Union. The list shall be kept up to date.

9:06 Layoff Notice

In the event of layoff due to lack of work the employees affected shall be given notice in accordance with the Employment Standards Act. The Union committee shall be given a copy of the notice.

9:07 Temporary Transfers

If an employee substitutes in any department on any job during the temporary absence of another employee such employee shall receive the rate for the job or his regular rate, whichever is the greater for up to ten (10) working days after which the employee shall be paid the rate of the job they are temporarily replacing. Vacation replacement is excluded from the ten (10) day limitation.

10:00 LEAVE OF ABSENCE

10(b)

10:01 Leave of absence may be granted up to a maximum period of six months for emergency reasons, which must be approved by the Manager of the Transit System. Temporary extensions may be granted in case of sickness or other legitimate reasons. Failure to return to work at the end of leave will automatically act as a separation from the City. Each employee must receive a written leave of absence, a copy of which will be supplied to the Union.

- (a) The City may refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except where an employee is unable to perform his regular work due to sickness or accident.
- (b) Leave of absence, without pay, for the transaction of Union business, shall be given to delegated members of the Union if the application for such leave is made by the Union, provided such leave does not interfere with the operation of the City, but such leave will not be unreasonably withheld.
- (c) When death occurs to a member of any employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days, and fall within the period from day of the death up to and including the day of the funeral. The immediate family includes: parent, parent-in-law, brother, sister, husband, wife or common law spouse, son, daughter, grandchild and grandparent.

When death occurs to an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee will be granted time off with pay at the regular rate for one day which is normally a straight time working day.

11:00 SAFETY AND HEALTH

11:01 The City and Union agree that they mutually desire to maintain high standards of safety and health in the shop in order to prevent industrial injury and illness.

11:02 The City shall furnish equipment and supplies necessary to protect employees from injury. The Union will assist the management in carrying out any reasonable accident prevention program.

11:03 The City and the Union agree to name a safety and health committee comprising an equal number of City and Union representatives. The Committee's function will be to promote safety and industrial hygiene in the shop. It shall make routine inspections of the shop and equipment and hold regular meetings.

11:04 The Union recognizes and the City accepts the responsibility to make adequate and reasonable provisions for the safety and health of the employee during the hours of their employment.

11:05 The Union shall be notified immediately of each accident or injury. Upon the request of the Union or Management the safety committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

10(b)

- 11:06 The City agrees to supply two (2) pairs of union made coveralls to each garage and maintenance employee every six (6) months.
- 11:07 The City agrees to provide all permanent employees with an annual allowance of one hundred thirty five dollars (\$135) effective the first of the month following ratification of the Memorandum of Settlement, for payment by March 31, of each year per Article 17:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

12:00 PAY ON DAY OF INJURY

- 12:01 An employee hurt in an industrial accident shall be paid for time lost on the day he was injured at his regular daily earnings including any overtime premium.
- 12:02 The City shall provide transportation and pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or industrial disease incurred or contracted while in the employ of the City.
- 12:03 It is not the intent of the above provisions to make the City responsible for the payment of such time and transportation which is compensated by the Workers' Safety and Insurance Board.

13:00 BULLETIN BOARDS

- 13:01 The City agrees to provide the Union with bulletin boards in the plant for the purpose of posting union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement.

14:00 HANDICAPPED EMPLOYEES

- 14:01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment with the City and becoming physically handicapped as a result thereof, every effort will be made by the City to give the handicapped employee such suitable employment as is available.

15:00 HOURS OF WORK AND OVERTIME

- 15:01 Nothing in this Article shall be read or construed as a guarantee of hours of work per day or week but the Article shall serve as a basis of scheduling available work in accordance with the terms of this Agreement.
- 15:02 Wherever and whenever practical, in arranging work schedules, an employee's time off will be consecutive and preference of days off will be given to employees in accordance with their seniority.

15:03 (a) The normal work periods shall consist of eight (8) hours per day and forty (40) hours per week.

Any time worked in excess of the normal work day, or week, shall be paid for at overtime rates.

(b) The work week for the calculation of overtime starts and ends at 12:01 a.m. Sunday.

15:04 No employee shall be required to layoff in order to compensate for any time he may have worked in excess of his normal working hours.

15:05 Every employee who, unless previously notified that he is not required, reports for work on his scheduled shift, shall be paid for not less than four (4) hours at his regular rate.

15:06 Employees shall be allowed ten (10) minutes before lunch and before quitting time for the purpose of washing up.

15:07 In the event of major changes in shift and hours of work it is mutually agreed that the hours of work or shift arrangements will be open for discussion.

15:08 Overtime rates of time and one-half shall be paid to employees in the following events:

1. For hours in excess of eight (8) hours in one day;
2. For hours in excess of forty (40) hours per week;
3. An employee called out to work on other than his normal hours shall be paid for a minimum of four (4) hours pay.

If such employee works more than two (2) hours and forty (40) minutes he shall receive time and one-half for all time worked.

15:09 Hours for which overtime rates have already been paid shall not be used in the computing of a work week and shall not be paid for a second time.

15:10 Maintenance Shop Overtime Distribution

For overtime work, employees will be asked by seniority rotation so that overtime hours are distributed as equitably as possible. When an employee is requested to work overtime and refuses, the employee loses an overtime turn except those employees on vacation, W.S.I.B., or on paid sick leave will not be charged a turn of overtime. A minimum refusal shall be four (4) hours and two (2) minimums will equal one (1) turn. Accumulated overtime turns will be posted.

15:11 The City shall pay a meal allowance of ten dollars fifty cents (\$10.50) (effective the 1st of the month following ratification of the Memorandum of Settlement by the parties) for an employee required to perform more than two (2) hours overtime work continuous with the end of the regular scheduled shift.

Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the aforementioned two (2) hours, then the employee shall receive an additional meal allowance of ten dollars fifty cents (\$10.50).

16:00 PAID HOLIDAYS**16:01 Paid Holidays**

The following shall be considered as paid holidays:

New Year's Day, Family Day (3rd Monday in February), Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

16:02 All employees required to work on a day on which a paid holiday is celebrated are under obligation to do so just as on any other working day.

16:03 Each employee shall receive his regular rate of pay for eight (8) hours for each of the previously mentioned holidays.

16:04 Employees required to work on the day of observance of a paid holiday shall be paid time and one-half his regular rate for hours worked in addition to holiday pay.

16:05 An employee required to work overtime or on his regular day off on the day of observance of a paid holiday, shall be paid two times his regular rate for such hours worked in addition to his holiday pay.

16:06 To qualify for the payment provided under item three (3) of this Article, the employee must have worked his last scheduled shift prior to and his first scheduled shift after the day on which the paid holiday is celebrated, unless absent on authorization of the Supervisor of the Transit System, such authorization shall not be unreasonably withheld.

16:07 In the event that one or more of the ten (10) paid holidays occurs during the employee's vacation he shall have the option of being paid or receiving another day off with pay at his regular rate. An employee who selects another day off shall indicate the alternate day at the time he selects his vacation.

16:08 If because it is a holiday and an employee is not scheduled to work on a day on which he normally would be scheduled to work, the employee shall for the purpose of calculating hours of work in the week deemed to have worked eight (8) hours during the holiday.

17:00 WAGE RATES

17:01 The City agrees to pay, and the Union agrees to accept, the following wage schedules:

<u>Job Name</u>	<u>Feb. 1, 2008</u>
Mechanic I	\$24.28
Bodyman I	\$24.28
Mechanic II	\$24.05
Bodyman II	\$24.05
Stores Attendant	\$20.51
Stores Helper	\$19.10
Handyman/Caretaker	\$19.10
Service Attendant	\$18.49
Handyman/Labour	\$17.61

Lead Hand-50 cents per hour above regular rate.

Mechanics Tool Allowance - Mechanics I and II shall receive a tool allowance of one hundred and twenty five dollars (\$125.00) effective the first of the month following ratification for the term of the collective agreement.

The City agrees to process the payment of Boot and Tool Allowance by March 31st each year.

17:02 Premiums

- (1) The City shall pay employees a shift premium of seventy cents (\$0.70) per hour (effective the first pay following ratification) for the term of the collective agreement, for all hours worked on any shift where the majority of hours are worked between 6:00 P.M. and 7:00 A.M.
- (2) The City shall pay employees a Sunday Premium of ninety cents (\$0.90) per hour (effective the first pay following ratification) for the term of the collective agreement, for all hours worked during the twenty-four hour period beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.

17:03 Apprentice

- (a) Apprentices shall advance on the following basis to the Automotive Mechanics Rate. Starting rate shall be the Handyman - Labour rate as specified in the collective agreement.

Apprentices shall advance every 1040 hours as certified by the Ministry of Colleges and Universities, until 9,000 hours are completed.

Example:

0 to 1040 hours - Base Rate
 1041 to 2080 hours - 84% of Mechanic Rate
 2081 to 3120 hours - 86% of Mechanic Rate
 3121 to 4160 hours - 88% of Mechanic Rate
 4161 to 5200 hours - 90% of Mechanic Rate
 5201 to 6240 hours - 92% of Mechanic Rate
 6241 to 7280 hours - 94% of Mechanic Rate
 7281 to 8320 hours - 96% of Mechanic Rate
 8321 to 9000 hours - 98% of Mechanic Rate
 9000 - 100% of Mechanic Rate

(b) Apprentice Bodyperson Pay Scale

	% of Body-Person rate	Feb. 1 2008
0 to 1040 hours	Base Rate	\$19.10
1041 to 2080 hours	86.67%	\$21.05
2081 to 3120 hours	88.67%	\$21.52
3121 to 4160 hours	90.67%	\$22.01
4161 to 5200 hours	92.67%	\$22.51
5201 to 6240 hours	94.67%	\$22.97
6241 to 7280 hours	100%	\$24.28

The final exam must be successfully completed prior to the apprentice receiving the top rate of pay.

- 17:04 Notwithstanding any other provision of this collective agreement, the City may hire students to be paid as outlined below. Students shall not accrue seniority, and not, except as provided by law, have access to the grievance procedure or be provided with any other benefit.

2008

1ST YEAR	\$9.60/hour
2ND YEAR	\$9.90/hour
3RD YEAR	\$10.25/hour

18:00 WELFARE

- 18:01 The following welfare benefits will be provided covering employees and their dependents paid for by a 100% contribution from the City.

Under the Great West Life Plan:

Life Insurance (effective July 1, 2005) one and one half times regular earnings.

Double Indemnity for Accidental Death & Dismemberment (effective July 1, 2005)

Weekly Accident and Sickness Benefit

4th day sickness - 1st day accident

26 weeks

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings to a maximum of the maximum dollar amount in effect under the Employment Insurance Act at the commencement of the sickness or date of the accident. It is understood and agreed by the parties that in return for this benefit the full E.I. rebate on premiums shall be retained by the City.

18:02 Green Shield Extended Health Care Plan, including Drug Plan Card System - \$5.00 deductible and Vision Care (\$225.00 every two years effective the first of the month following ratification of the collective agreement.)

- Pharmacy dispensing fees capped at \$8.00 per prescription.
- No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Eye Examination – One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.

18:03 Long Term Disability to provide for 60% of an employee's basic hourly rate after 26 weeks, until employee either returns to work or retires on pension, with Canada Pension Plan as a primary offset.

18:04 All employees shall be provided with the Green Shield Dental Plan #9, Rider #3 (\$1,500 maximum), at current O.D.A. rates minus one year, 100% of the cost of the plan to be paid for by the City. Denture appliance 50/50 co-insurance – maximum of \$500/5 years.

(Note: Overage dependent coverage applicable to age 21 and up to age 25 if in full time attendance at a recognized education institution.)

18:05 The parties agree that eligibility for L.T.D. benefits will cease when:

- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
- (b) The gross monthly income payable from O.M.E.R.S., Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the L.T.D. benefit and the Canada Pension Plan.

18:06 Long Term Disability Insurance shall normally be adjusted effective on the first day of February but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

18:07 Coverages under the above plans shall be in accordance with the terms and conditions of the applicable policy.

- 18:08 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc. shall become and remain the sole property of the City. The benefits under any such plan or plans will not be changed by the City without the consent of the Union.
- 18:09 Every employee shall be fully responsible for keeping the City informed of changes in his marital status and number of dependents. The City shall have the right to recover by payroll deductions any amount of premiums paid in excess of such proper premiums as a result of not being properly informed by any employee of his status for the purpose of such benefits.
- 18:10 Any employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of the premiums for the benefits outlined in Article 18:00.
- 18:11 The City agrees to cover the payment of premiums for Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in fulltime employment. It is understood that any changes agreed to by the parties to Extended Health Care coverage will be applicable to the Extended Health Care coverage for retirees under this clause.

19:00 PENSIONS

- 19:01 All employees covered by this agreement shall be provided with a pension under the provision of the Ontario Municipal Employees Retirement System.
- 19:02 The parties agree that employees shall retire no later than the end of the month in which they reach age 65. Notwithstanding this provision, an employee may continue to work beyond age 65 with permission on condition that such employee is mentally and physically capable of performing his job. The City will continue to provide all benefits required by this agreement except Long Term Disability.

20:00 VACATIONS WITH PAY

- 20:01 Employees shall receive vacations on the following basis:

1. Pay in lieu of vacation to an employee with less than one year of service who terminates his employment shall be 4% of his total wages paid to him.
2. Two weeks vacation for one year continuous service with pay at 4% of his total wages paid to him the previous year.
3. Three weeks vacation for five years continuous service with pay at 6% of his total wages paid to him the previous year.
4. Four weeks vacation for ten years continuous service with pay at 8% of his total wages paid to him the previous year.

5. Five weeks vacation for fifteen years continuous service with pay at 10% of his total wages paid to him the previous year.
6. Six weeks vacation for twenty years continuous service with pay at 12% of his total wages paid to him the previous year.
7. Seven weeks vacation for thirty years continuous service with pay at 14% of his total wages paid to him the previous year.
8. From the date of this Agreement, continuous service is broken only when seniority is forfeited as provided in Articles nine (9) and ten (10).

21:00 JURY PAY

21:01 The City shall pay to any employee who is required to serve and serves on a jury as a juror or subpoenaed as a court witness in the District of Algoma, the difference between the amount paid to the employee for the jury or court witness service and the amount the employee would have been paid for the hours the employee would normally have been scheduled to work for the City (without overtime) during the period of time when the employee was prevented from working for the City because of jury or court witness service.

22:00 COPIES OF AGREEMENT

22:01 City is to provide the Union with 20 copies of the agreement.

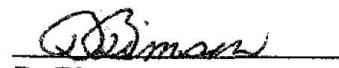
10(b)

23:00 TERM OF AGREEMENT

23:01 This agreement shall be effective from February 1, 2008 until January 31, 2009 but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

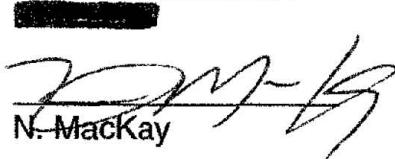
SIGNED THIS 12 DAY OF June 2008.

FOR THE UNION


D. Bimson

FOR THE CITY


Mayor


City Clerk

N. MacKay

1D(b)

LETTER #1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF SAULT STE. MARIE

AND

UNITED STEELWORKERS OF AMERICA LOCAL 2251 (TRANSIT)

INTERPRETATION OF ARTICLE 9:00 - SENIORITY

The parties recognize and agree that the provisions of clauses 9:01 (second paragraph), 9:03 (4) (iii) and 9:03 (5) (iii) must be interpreted and applied in a manner consistent with the provisions of the Ontario Human Rights Code.

Signed this 12 day of JUNE, 2008.

FOR THE UNION

DeMisa
ZMTL

FOR THE CITY

Tony Gilmour

10(b)

LETTER #2
LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF SAULT STE. MARIE
AND
UNITED STEELWORKERS OF AMERICA LOCAL 2251 (TRANSIT)
WELFARE BENEFITS

The parties agree to meet during the term of the collective agreement to discuss the cost of welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed this 12 day of June, 2008.

FOR THE UNION

Q.Brown
2008/13

FOR THE CITY

Tony Goldsmith
7/10/08

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-134

AGREEMENTS: (E.3.4.) A by-law to authorize an agreement between the City and Pioneer Construction Inc. (Contract 2008-6E)

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 7th day of July, 2008 and made between the City and Pioneer Construction Inc for miscellaneous asphalt repaving throughout the City. (Contract 2008 - 6E)

2. **SCHEDULE "A"**

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

READ THREE TIMES and PASSED in open Council this 7th day of July, 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

10 (c)

SCHEDULE "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2008-6E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 7th day of July in the year 2008 by and between Pioneer Construction Inc. 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:

**MISCELLANEOUS ASPHALT REPAVING
CONTRACT 2008-6E**

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.

10(c)

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

THE OWNER: Mr. 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(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008 - 131

STREETS: (S.2.1.) A by-law respecting streets and related matters.

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

SECTION 1

1. TITLE

This by-law may be cited as "the Sault Ste. Marie Streets By-Law".

SECTION 2

2. DEFINITIONS

In this by-law,

- (1) "Boulevard" means that part of the street lying between the curb or edge of the roadway and the street line, exclusive of the area covered by a municipal sidewalk; and
 - (a) "Inside Boulevard" means that part of a boulevard lying between a municipal sidewalk and the street line;
 - (b) "Outside Boulevard" means that part of a boulevard lying between a municipal sidewalk and the curb or edge of the roadway;
- (2) "Chief Building Official" means the person so appointed from time to time by the Council (the Chief);
- (3) "Chief of Police" means the Chief of Police of the Police Service of the City;
- (4) "City" means the City of Sault Ste. Marie;
- (5) "Corporation" means The Corporation of the City of Sault Ste. Marie;
- (6) "Council" means the Council of the Corporation;
- (7) "Curb, Depressed" means a curb in the street that has been cut or shaved or has been specifically constructed to facilitate the passage of vehicles from a roadway to a driveway;
- (8) "Driveway" means that part of a street lying between the roadway and the street line, excluding any area covered by a sidewalk, that is used to provide vehicular access between the roadway and the property adjoining the street and including a ramp;
- (9) "Driveway, Low Volume" means a driveway which in the opinion of the Commissioner is or is intended to be used by not more than 100 vehicles per hour;
- (10) "Driveway, High Volume" means a driveway other than a low volume driveway;
- (11) "Lateral" means a service drain and including any connection or intended connection to a sewer;

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CITY SOLICITOR

10 (d)

- (12) "Property Line" means the line dividing two adjacent properties in separate ownership;
- (13) "Ramp" means a sloping platform in a street extending from the curb or roadway to the sidewalk or street limit;
- (14) "Roadway" means that part of a street designed or intended for use by vehicular traffic;
- (15) "Sewer" means any sanitary, storm or combination sewer owned by the Corporation;
- (16) "Sidewalk" means a sidewalk owned and maintained by the Corporation;
- (17) "Sidewalk, Depressed" means a sidewalk that has been specifically constructed and sloped for vehicular access as part of a driveway to facilitate the passage of vehicles from a roadway to private property;
- (18) "Street" includes any common or public highway, road, street, lane, alley, bridge, square, place, thoroughfare or way within the City;
- (19) "Street Line" means the line dividing a property and the street or road allowance.

SECTION 3

3. TEMPORARY CLOSING OF STREETS

(1) Temporary Closing

The Commissioner of Public Works and Transportation may temporarily close to traffic any street or part of street, whenever it becomes necessary by reason of any work or improvement being carried on thereon, or by reason of the condition therefore, or for any other cause deemed sufficient by the said Commissioner, and may regulate traffic thereon or on any adjacent streets, and may erect and keep thereon any barricade or notice warning the public that such street is closed to traffic, and no person shall remove any such barricade or notice, or enter upon or use a street so temporarily closed.

(2) Alternative Route and Access

Where a street or part thereof is so closed, the Commissioner of Public Works and Transportation shall provide and shall keep in repair a reasonable temporary alternative route for traffic and, where possible, access to all property abutting such street or part thereof.

(3) Manual of Uniform Traffic Control Devices (MUTCD) Book 7

- (a) While a road is so closed to traffic, the Commissioner of Public Works and Transportation shall protect it by erecting or causing to be erected at each end of it, and, where ever an alternative route deviates from it, signs, barricades and other protective and warning devices in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) Book 7.
- (b) While such construction, repairing or improvement of the street or part of the street is being performed by a person acting under an agreement with the Corporation, the reference to the Commissioner of Public Works and Transportation in subsections (2) and (3) of this section 3 shall be deemed to be a reference to such person.

10(d)

SECTION 4**4. STREET NAMES AND SIGNS**

The Commissioner of Public Works and Transportation is authorized to cause the name of every street within the City to be a fix at the corners thereof and no person not authorized so to do shall so affix any such name whether it be the correct name or not.

SECTION 5**5. BOULEVARDS****(1) Established**

All such portions of the highways as are situate between the curb or edge of the roadway and the nearest street line, exclusive of the area covered by the public sidewalk, are hereby set apart for the purpose of boulevards.

(2) Improvements by Abutting Owners

Subject to any other relevant by-law of the Corporation, an owner of land abutting on a highway may at his own expense maintain in grass, flowers and shrubs, but not trees unless the consent of the Council has first been obtained, that part of any boulevard immediately opposite his land, but not so as unreasonably to confine or impede public traffic or drainage.

(3) Removal of Improvements

No person shall acquire any right or interest in any improvement made on or to a boulevard, as herein provided, as against the Corporation. The Commissioner of Public Works and Transportation may at any time enter on any such boulevard and remove, demolish or otherwise alter or destroy any such improvement when, in his or her opinion, it is in the interest of the Corporation so to do.

(4) Prohibition

No person shall willfully break, injure, dig up or destroy the earth, sod or grass of or in any such boulevard or drive any vehicle on the boulevard, or place or permit anything whatsoever to remain thereon, except as provided by this by-law or any other by-law of the Corporation or as otherwise permitted by law.

(5) Corporation Exempted

Nothing in this by-law contained shall prevent the Commissioner of Public Works and Transportation from altering, opening or otherwise using any boulevard for any civic purpose whatsoever.

SECTION 6**6. REMOVAL OF SNOW AND ICE****(1) From Roofs of Occupied Buildings**

With respect to every occupied building having a pitched or other roof from which snow and ice might fall upon any highway or other place to which the public has access, the occupant shall forthwith clear away and remove the snow and ice from the roof whenever there is sufficient accumulation to threaten danger in the event of a thaw.

(2) Recover of Costs from Owner in Case of Default

In default of compliance with the requirements of subsection (1) hereof, the Chief in lieu of or in addition to any other remedy provided by this By-law, may, but is not required to clear away and remove such snow and ice at the expense of the owner, and in default of payment on demand, the amount of the expense incurred in doing it shall be recovered from the said owner by action or in like manner as municipal taxes.

(3) From Roofs of Unoccupied Building

With respect to every unoccupied building having a pitched or other roof from which snow and ice might fall upon any highway or other place to which the public has access, the Chief may, but is not required to clear away and remove, at the expense of the owner of the building, the snow and ice from the roof whenever it has come to his or her attention that there is a dangerous condition.

(4) Recovery from Owner of Cost of Removal

In default of payment on demand, the amount of expense incurred in clearing away and removing snow and ice from the roof of any unoccupied building pursuant to the provisions of subsection (3) hereof shall be recovered by action or in like manner as municipal taxes.

(5) Manner of Removal

In the clearing away and removal of snow and ice from roofs, no snow or ice shall be deposited in such manner as to obstruct drainage to any drain or sewer, or so as to obstruct access to any fire hydrant, and no such snow or ice shall be deposited upon a City sidewalk or on a roadway.

(6) Penalty Preserved

The removal of snow or ice by the Corporation shall not relieve any person from any penalty for a breach of any provisions of this by-law.

SECTION 77. PROJECTIONS INTO STREETS(1) Awnings (Retractable)

No person shall erect or maintain or permit the erection or maintain of any awning over a street unless,

- (a) such awning is not closer than .6 metres (2 ft) to a line drawn vertically upwards from the curb line or the face of a sidewalk.
- (b) such awning is constructed of canvas or other material approved by the Chief and has a metal frame end and is of retractable construction.
- (c) the lowest part of the awning or its awning container, awning cover, roll or bracket is not less than 2.2 m (7.2 ft) above the street or sidewalk.
- (d) such awning does not constitute a danger to any person passing thereunder.
- (e) the owner or person in control of such awning shall agree in writing to indemnify and save harmless the Corporation from all claims, demands, loss, costs, charges and expenses from which the Corporation may sustain, incur or be liable for in consequence of the erection or maintenance of such awning.

10(d)

- (f) such awning is maintained in good order.
- (g) no object of any nature shall be attached to any such awning.

(2) Canopies and Marquees

No person shall erect or maintain or permit the erection or maintenance of any canopy or marquee to the curb line unless,

- (a) it is a height of not less than 3.0 m (9.8 ft) above the sidewalk or ground.
- (b) the provisions of paragraph (a), (d), (e) and (f) of subsection (1) hereof are complied with in respect of such canopy or marquee, as the case may be.

(3) Gates and Doors

No person shall hang or maintain, or permit the hanging or maintenance of any gate or door in such manner as to swing over a street, sidewalk or footpath.

(4) Steps

No person shall make or maintain, or permit the making or maintenance of any step or steps or other entrance to any basement, cellar, building or premises, whether with or without a moveable trap or door, which shall in any way encroach upon a street.

(5) Construction of Encroachments in Streets Prohibited

No person shall construct or permit the construction over, or maintain or permit the maintenance on or under any part of a street, any building, bridge, tunnel or other structure or part thereof not otherwise authorized by law without having first obtained the permission of the Council therefore, which permission, if not refused, shall be granted by separate by-law which may provide for the following:

- (a) an agreement by the owners to indemnify the Corporation;
- (b) a plan of survey by an Ontario Land Surveyor at the expense of the applicant;
- (c) the registration of the agreement on the title to the lands served;
- (d) the annual payment by the owner of a sum of money for the use of such part of street so long as the encroachment exists;
- (e) the proper maintenance of such structure in good repair so as to eliminate all dangerous hazards to the public;
- (f) automatic revocation of such permission if the annual payment is not paid as agreed;
- (g) revocation of such permission by the Council at its discretion including revocation for breach of any term of the agreement or a relevant state or by-law;
- (h) removal of such structure by the owner of the lands served upon such permission being revoked or by the Corporation in default at such owner's expense;
- (i) such other provisions as to the Council seem proper in the circumstances.

10(d)

(6) Refacing Existing BuildingsEncroachment Exceeding 50 Millimetres (2 inches)

An existing building may be permitted by the Council by a separate by-law to encroach or further encroach upon a street to such an extent, exceeding 50 mm (2 inches), as may be necessary to provide for refacing any such building.

(7) Miscellaneous Projections and Encroachments

Not notwithstanding the provisions of this by-law to the contrary but subject to the provisions of other applicable statutes and by-laws, the following obstructions, projections and encroachments are permitted during the pleasure of the Council in accordance with the following provisions:

- (a) Sills, brackets, awning containers and awning covers to an extent of not more than 50 mm (2 inches) at least 2.4 m (8 ft) above the ground;
- (b) Cornices of show windows to an extent of not more than 300 mm (12 inches) at least 2.4 m (8 ft) above the ground;
- (c) Eaves and other cornices to an extent of not more than 460 mm (18 inches) at least 3.65 m (12 ft) above the ground;
- (d) Window air conditioners to an extent of not more than 460 mm (18 inches) at least 2.4 m (8 ft) above the ground;
- (e) Benches for the use of the public on the untraveled part of a street, subject to such terms and conditions as may be agreed upon by the Council;
- (f) Height where encroachment extends over a public lane or roadway such encroachment shall be not lower than 4.4 m (14.4 ft) above such lane or roadway.

(8) Poles and Wires over a Street(a) Permission

Notwithstanding the provisions of this by-law prohibiting the obstructing, encumbering, injuring or fouling of highways, but subject to the provisions of other applicable Acts and by-laws, the following obstructions and encumbrances are permitted upon such terms and conditions as may be agreed upon by the Council:

- (i) electric light and telephone poles and wires, and poles and wires for the transmission of electricity across or along any highway or public place.
- (ii) poles, towers, wires, cables, amplifiers and other accessory equipment upon, across or along any highway or public place for the purpose of transmitting electrical or electric impulses, signals and messages of every nature and kind, including those of alarm and protective systems, radio programs or parts thereof, and television programs or parts thereof, and the placing and maintenance of such equipment and pipes, ducts and conduits for enclosing such equipment, upon and within any poles, towers, pipes, ducts and conduits then erected, constructed or laid down, with the consent of the owner of the body in which is vested the management and control of such poles, towers, pipes, ducts and conduits.

10(d)

(b) Location of Poles and Height of Wires

All such poles and towers referred to in paragraph (a) shall be located to the satisfaction of the Commissioner of Engineering and Planning, and shall be placed and maintained according to the regulations outlined in the Canadian Electrical Code.

(c) Existing Wires Lacking Required Height

This subsection (8) shall not apply to make illegal or otherwise require to be raised any existing wire that has heretofore erected at a height lower than that prescribed by paragraph (b) thereof, provided however:

- (i) that this exemption terminates upon the Commissioner of Engineering and Planning giving notice to the person to whom any such wire or other apparatus belongs or by whom it is used that in his or her opinion such wire or other apparatus is deemed unsafe or dangerous;
- (ii) that this exemption terminates upon the alteration, repair or replacement of any such wire; and
- (iii) upon receipt of a notice referred to in clause (i) above or upon the happening of any event referred to in clause (ii) above, the person to whom the wire or other apparatus is used, shall forthwith and at his own expense cause such wire or other apparatus to conform to paragraph (b) hereof in all respects.

(9) General Prohibition of Encroachments

Save as herein otherwise provided or as otherwise authorized by law, no person shall erect, place or maintain, or permit the erection, placing or maintenance of any pole, post, wire, pillar, step, fence, awning, sign, poster, notice, building or other structure or part thereof either wholly or partly in, under, over or upon any street or part thereof.

(10) Encroachments to be Removed

Subject to the provisions hereof, the owner or other person in control of any pole, post, wire, pillar, step, fence, awning, sign, poster, notice, building or other structure or part thereof either wholly or partly in, under, over or upon any street or portion thereof is hereby required to remove the same to the extent of encroachment in, under, over or upon the street.

(11) Removal by Corporation in Default

In any event of failure of the owner or other person in control to remove any such encroachment after refusal or revocation of permission of the Council following a demand by mail addressed to the owner at his or her last known address or to the owner or occupant at the premises in connection with which such encroachment exists, the same shall be removed by the Corporation, and in an emergency the same may be removed by the Corporation without notice, and the cost of any such removal shall be collected by action or in like manner as municipal taxes.

SECTION 8**8. EXCAVATION IN STREETS****(1) Permit Required**

Subject to Section 13, no person shall break, excavate, dig up, tear up, or remove the soil of any street, or any planking, sidewalk, curbing, pavement, boulevard, or road structure of any sort, forming the surface or other part of any street, or make any excavation in or under any street or sidewalk for the purpose of building or otherwise, unless that person has first obtained an excavation permit from the Commissioner of Engineering and Planning.

(2) Permit/Municipal Consent to Excavate in City Right of Way

An application for an excavation permit or application for municipal consent to permit utility cuts shall be addressed to and filed with the Commissioner of Engineering and Planning and shall:

- (a) be in writing with such number of copies as the Commissioner of Engineering and Planning shall require; and
- (b) include proof of insurance against public liability for bodily injury and property damage in respect of such work in the minimum amount of \$5,000,000.00; and be endorsed to provide that the policy will not be cancelled, or allowed to lapse without 30 days prior written notice to the City; and
- (c) keep in force all liability insurance policies in respect of such work for a period of twelve (12) months from the date of final completion, and acceptance by the City; and
- (d) be refused by the Commissioner of Engineering and Planning if, in his or her opinion the application is made by a person who is not qualified and equipped to perform the work; and
- (e) a utility company shall submit two (2) drawings showing the location of the proposed excavation including the details of the underground plant for the review and approval by the Commissioner of Engineering and Planning.

(3) Issue of Permits

The Commissioner of Engineering and Planning is authorized to issue an excavation permit when an application has been filed.

(4) Permit Conditions and Regulation of the Work

Excavation permits issued under this section and all work regulated by this section are subject to the following conditions and regulations:

(a) Boring vs. Cutting

No permit or Municipal Consent shall be issued for the cutting of a street where in the opinion of the Commissioner of Engineering and Planning the work ought to be done by boring or tunneling as the case may be.

(b) Description of Work in Permit

The excavation permit or Municipal Consent when issued shall describe the work that is permitted to be done and no person shall perform any such

10(d)

work except in accordance with the conditions and descriptions set forth on the permit, this by-law and any other relevant by-law or Act.

(c) Direction of Work and Repairs by Commissioner of Engineering and Planning

The works so permitted shall be done under the direction of the Commissioner of Engineering and Planning. The part of the street disturbed shall be replaced, re-laid, and made good to his or her satisfaction by the person obtaining such permission. A schedule for the work shall be submitted to the City so that city inspection staff may make arrangements to view some or all of the work.

(d) Duration of Work

The work so permitted shall not continue longer than is absolutely necessary in the opinion of the Commissioner of Engineering and Planning.

(e) Public Liability

The person performing such work shall be responsible for all accidents that may occur to any person or property by reason thereof and agrees to indemnify and save harmless the City from any loss or damage arising out of such excavation work in any manner whatsoever.

(f) Protection and Safety

The Permit holder shall take care and precaution as may be necessary for the protection and safety of the public in accordance with the Occupational Health and Safety Act.

(g) Identification of Firm or Project

The Permittee, while the work is being carried on, shall keep the name of the Utility Company, person, firm or corporation carrying on the work prominently displayed on a signboard erected on the streets surface at the site of the excavation.

(h) Emergency Work

In the case of an emergency, work may commence without a permit and an application for permit shall be made as soon as possible after the commencement of work; namely, on the same day, or if too late in the day, then within one hour of the opening of the Commissioner of Engineering and Planning's Office on the next following day which is not a Saturday, Sunday or other holiday. In any event, notice of the commencement of such work shall be given to the Commissioner of Engineering and Planning forthwith, no matter what the day or time.

(i) Notice of Commencement and Carrying on of Work

Except in case of emergency, no such work shall be commenced without at least forty-eight hours notice in writing to the Commissioner of Engineering and Planning or a full week's notice where a street will have to be closed or the traffic on a heavily traveled street seriously interfered with. For a planned closure of more than three (3) days, approval from City Council is required.

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(j) Protection of Utilities and Services

All surfaces, utilities, curbs and gutters, sidewalks, water mains, sewer mains, gas mains and hydro installations, and appurtenances thereto, on, adjacent to or near the work shall be protected from damage and, if damaged, repaired to the satisfaction of the appropriate utility company or the Corporation, as the case may be, at the expense of the permit holder. In case of any such damage the proper utility company or the Corporation, as the case may be, shall be notified forthwith and it shall determine the manner in which and the person by whom the repairs shall be performed.

(k) Record Keeping

All work performed within the City right of way resulting in a change to the City owned infrastructure shall be recorded in the field and detailed as-constructed drawings shall be submitted to the Commissioner of Engineering and Planning. The Drawings shall be in digital and hard copy format and are to be received within thirty (30) days of completion of the work.

(5) Standards of Construction

Any person, firm or corporation or utility company that breaks, excavates, displaces, removes, takes up or shifts any street, sidewalk, curb, grate, pavement or boulevard, or any part thereof, or causes any of the foregoing to be disturbed to be replaced with new construction in accordance with the Commissioner's specifications and in a manner and condition satisfactory to the Commissioner of Engineering and Planning the following conditions apply:

(a) Excavated Material

Without limiting the generality of the foregoing during the performance of any of the above work described shall not pile excavated material on City streets without permission of the Commissioner of Engineering and Planning.

(b) Private Access

Shall maintain pedestrian access to private properties at all times;

- (1) Shall maintain vehicular access to private properties where possible.
- (2) Emergency vehicle access shall be maintained at all times.

(c) Interference with Traffic

Shall reduce to a minimum any inconvenience to motor traffic and pedestrians by expedition of work and by provision of temporary bridging if the latter is required by the Commissioner of Engineering and Planning.

(d) Part of Street Always Open

Shall keep open at all times at least half of traveled portion of road unless otherwise authorized by the Commissioner of Engineering and Planning.

(e) Remove Surplus Materials

Shall remove, on completion of work, all surplus material and leave the area cleaned in a manner satisfactory to the Commissioner of Engineering and Planning. The applicant shall be responsible for the maintenance of all roads beyond the contract limits that are directly affected by his activities.

10(d)

(f) Restoration

Shall repair promptly all damage to either City or private property and shall restore ditches, culverts and driveway entrances to Ontario Provincial Standards and to the satisfaction of the Commissioner of Engineering and Planning.

(g) Sidewalk and Ramp Cuts

Where a cut is made in the sidewalk or vehicle approach ramp, the entire section which is cut shall be replaced in conformity with the concrete specifications and other requirements of the City Corporation.

(h) General

All work to which the provisions of this section apply shall be carried out in a proper workmanlike manner, with all proper precautions and safety measures for the protection of the public and private property and of the public, and brought to completion and the highway restored to as good condition as before as expeditiously as possible, all under the direction and supervision of the Commissioner of Engineering and Planning and to his or her satisfaction.

SECTION 9**9. ENCUMBERING OR FOUL STREETS**(1) General Prohibition

No person shall obstruct, encumber, injure or foul any street with any animal, vehicle or other means, or erect, place or maintain any building, fence, post or other structure or thing whatsoever, except as authorized by law or provided by by-law of the Council. Without restricting the generality of the foregoing and for greater particularity, no person shall, save in accordance with a City by-law, obstruct, encumber, injure or foul any street:

(a) Damaging pavement, etc.

By breaking, injuring, tearing up or removing any sidewalk, pavement, curbing, roadway or other surface.

(b) Excavations

By making or maintaining any excavation in or under the same.

(c) Awnings, fences, etc.

By erecting or maintaining any awning, port, sign, fence, wall, post or other erection or thing which shall encroach upon, into or over any street.

(d) Depositing Rubbish

By sweeping, depositing or leaving thereon any dirt, filth, handbill, paper or other rubbish or refuse, or the carcass of any animal.

(e) Bottles, Nails, etc.

10(d)

By sweeping, depositing or leaving thereon any glass, nails, metal shaving or scraps, bones, bottles or other things dangerous to persons or animals, or liable to cut or otherwise injure bicycle or automobile tires.

(f) Ditches, etc.

By obstructing or causing to be obstructed any ditch, gutter, watercourse or drain.

(g) Depositing Earth, etc.

By throwing, placing, depositing or leaving or permitting to be spilled, blown, deposited or left therein any paper, hay, straw, earth, coal, manure, offal, shavings or other litter or refuse, animal, vegetable or mineral, either from a vehicle, box, barrel, premises or otherwise; and no person shall load or carry, or permit to be loaded or carried any coal, manure, earth, ashes or other material which is loose, in a garbage box or barrel or vehicle or vessel so constructed or so loaded as to permit any of the contents to spill or drop upon a street.

(h) Depositing goods, etc.

By depositing thereon any box, crate, stone, lumber, lime, earth, slag or any goods, wares or merchandise or any other substance or material.

(i) Nauseous Liquids, etc.

By throwing or discharging or permitting to be thrown or discharged thereon out of or from any dye-house, distillery, brewery, kitchen, factory, workshop, dwelling or other building or premises any foul or nauseous liquid or substance, or dirty water or refuse.

(j) Crossing Sidewalk

By causing any motor vehicle or other vehicle to cross or be upon any sidewalk, save at a regular crossing provided thereon; provided however, that this provision shall not be deemed to prohibit any person from crossing a sidewalk with any vehicle during building operations or for other such reasonable and temporary requirements where there is no regular crossing, if a temporary crossing has first been provided in accordance with section 12 of this by-law.

(k) Snow and Ice

By throwing, distributing or placing or causing or permitting to be thrown, distributed, or placed on a street or other land of the Corporation any snow or ice.

(l) Fouling

By fouling a street in any other manner.

(m) Removing Earth, etc.

By digging up, taking or carrying away earth, gravel, sand or other material from any street, lane or from any vacant lot belonging to the Corporation, without first obtaining permission from the Council to do so.

(n) Repairs by Corporation

10(d)

Where any street or part thereof has been injured, fouled, obstructed or otherwise as prohibited by this section the Corporation shall repair such street at the expense of the person who injured, fouled, obstructed or otherwise the same and the expense so incurred shall be recovered by action or in like manner as municipal taxes.

SECTION 10

10. TEMPORARY OCCUPATION OF THE STREET FOR BUILDING OPERATIONS

(1) Street Occupation Permit Required

No person shall occupy any part of a street by placing fence, sidewalk, plant, structure or any building materials of any kind, or any boarding barricade or covered way provided for any building or other by-law without first having applied for and obtained a Street Occupation Permit in writing from the Chief unless such occupation is otherwise authorized by law or by by-law of this City.

(2) Permit Application

An application for a street occupation permit shall be addressed to the Chief and shall:

- (a) be in writing;
- (b) be on such forms as the Chief shall from time to time prescribe;
- (c) to the extent required by the Chief, describe the part of street upon which the use is to be located, the nature of the use and the barriers, barricades, lights and other warning devices to be erected around such part of the street;
- (d) describe the parts of day and length of time the encroachment is to remain on the street;
- (e) describe generally the building construction taking place on the abutting lands in conjunction with which the use of a part of street is required;
- (f) describe the safety precautions and alternative access provisions made for vehicular or pedestrian traffic, as the case may be;
- (g) set for the names and addresses of the owners of lands abutting the part of a street;
- (h) be accompanied by the prescribed fee; and
- (i) such other information as the Chief may require.

(3) Issue of Street Occupation Permit and Conditions

The Chief is hereby authorized to issue a Street Occupation Permit subject to the following conditions:

(a) To Whom Permit Issued

The permit may be issued only when it is required on behalf of an owner or occupant of land adjoining such portion of a street.

(b) Indemnification Agreement

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No permit shall be issued until there has been delivered by the applicant an agreement in a form approved by the City Solicitor, in such sum as may be required, to indemnify and save harmless the City Corporation from any and all actions, claims, damages and loss whatsoever arising from such use of the street.

(c) Description of Street

The permit shall indicate the portion of street to be occupied and the time or times during which it may be occupied, and shall be subject to cancellation at any time without notice by the Chief.

(d) Incontinuous Periods

The permit may, instead of allowing occupation for one continuous period of time or times, provide that it shall be for any certain period or periods of each day during the time the permit is in force.

(e) Compliance with Terms of Permit

No such occupation of a part of a street shall be maintained otherwise than in accordance with the terms and conditions set forth in the Street Occupation Permit all relevant provisions of this by-law and the building by-law, and any other relevant by-law or statute.

(f) Warning Devices

In all cases where material or other obstruction has been placed on a street under the authority of such a permit, the person to whom the permit has been issued shall, if any such material or other obstruction is on the street during the hours between sunset and sunrise, place and maintain during such hours sufficient signs and barricades to the satisfaction of the Chief to warn the public of the obstruction, whether the permit provides for occupation during daylight hours only or not.

(g) Removal of Material After Expiring or Cancellation of Permit

Forthwith, after the expiration of the time for which the permit has been issued, or after cancellation of the permit, the applicant shall, at his own expenses and without notice so to do, remove from the street any fence, barricade, sidewalk, covered way, plant structure or material that has been placed on the street under the permit and restore the street to its condition before same was placed thereon.

(h) Maintenance in Good Repair

The applicant shall keep any fence, barricade, boarding or covered-way neatly painted and maintained in a state of good repair.

(i) Keep Drains Clear

No material or refuse shall be allowed to obstruct the free passage of water in any drain, gutter or watercourse.

(j) Expiring of Permit

Upon the expiry of a Street Occupation Permit no person shall use the part of street as thereby permitted until such permit has been extended or renewed or a new Street Occupation Permit has been obtained.

(k) Fees

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Fees charged are set out in the User Fee By-Law 2008-2 as amended or replaced from time to time as set out in the City's User fee By-law as updated from time to time.

SECTION 11

11. DRIVEWAY ENTRANCE CONTROL REGULATIONS

(1) Driveway Surfaces

All driveways providing access to a paved roadway that are hereafter constructed, except a driveway to serve a single family duplex or semi-detached dwelling, shall be constructed with a concrete or asphalt surface constructed in a manner to such standards as are approved by the Commissioner of Engineering and Planning. Entrance requirements are noted in Schedule "A".

(2) Maintenance

The owner of the property served by any driveway is responsible for the proper maintenance of and repair to such driveway in respect of damage due to natural wear and tear and all other causes except road work performed by the Corporation. It is the owner's responsibility to maintain the driveway entrance to the back of curb or in the case of a rural section to the traveled portion of the road.

(3) Culvert Required

No person shall construct a driveway to serve private property abutting a street without first having installed therein a culvert in accordance with Section 13 of this by-law unless such street is provided with a Class "A" pavement.

(4) Curb and Sidewalk Cuts – Entrance Permits

(a) No person shall construct a driveway to serve private property abutting street on which the roadway is edged by a raised curb or sidewalk without first applying to the Commissioner of Engineering and Planning for an entrance permit to depress such curb or sidewalk for the full width of the driveway. Upon such request the Commissioner of Engineering and Planning shall cause each depression to be made to specifications approved by him or her. The work must be carried out by a City approved contractor and the applicant must pay the total cost of the sidewalk depression.

(b) In respect of new driveways requiring the construction of curb or sidewalk depression in Residential Zones only;

(i) Where a curb faced sidewalk depression is required, the owner shall pay the total cost as determined by the Commissioner of Engineering and Planning.

(ii) Where both a curb depression and a sidewalk depression are required, the owner shall pay the total cost of the curb depression only as determined by the Commissioner of Engineering and Planning.

(c) In respect of new driveways requiring the construction of curb or sidewalk depression in all other zones, the owner shall pay the total cost of the work as determined by the Commissioner of Engineering and Planning.

(5) Elevation Control

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A driveway shall be constructed, improved by paving or maintained so that the top of the surface of the driveway at the street line shall be not more than 12.5 cm (5 inches) above or below the crown of the road or the top of the curb as the case may be except as otherwise specified by the Commissioner.

(6) Driveway Curb Wall

Where a driveway curb is constructed along the length of a driveway the top of such curb shall not be higher than the sidewalk, curb or roadway within .9 m (3 ft) of such sidewalk, curb or roadway as the case may be.

(7) Size of Driveways

(1) Two Way

- (a) Maximum width of driveway measured perpendicular to the centre line of driveway at street line is 9.1 m (30 ft).
- (b) Maximum width of curb cut measured at the roadway is 12.1 m (40 ft). (If the distance from the sidewalk to the roadway is greater than 3 m (10 ft) this dimension may be increased at the discretion of the Commissioner of Engineering and Planning to provide a deceleration area.) Flaring of curb-ramps is not permitted.

(2) One Way

- (a) Where a driveway is intended for use in one direction only (including each half of a divided driveway), the above dimensions shall be reduced by 3.0 m (10 ft).

(8) Location of Driveways

(a) Low Volume Driveways

- (i) Minimum distance from driveway to projected street line: 4.5 m (15 ft). Recommended -7.6 m (25 ft) or more.
- (ii) Minimum distance from driveways to point of tangency of curb; 4.5 m (15 ft). Recommended - 7.6 m (25 ft) or more.
- (iii) Minimum distance from driveway to sidewalk or crosswalk of intersecting street is 1.5 m (5 ft).
- (iv) Minimum distance from driveway to projected lateral property line, not at a street intersection, measured at roadway edge of sidewalk; 1.5 m (recommended 3.0 or more).
- (v) Clauses (ii) and (iv) do not apply in respect of driveways constructed to serve single family, duplex and semi-detached dwellings.

(b) High Volume Driveways

- (i) Minimum distance from driveway to projected street line of a minor street is 45 m (150 ft) and a major street is 76 m (250 ft).
- (ii) Minimum distance between high volume driveway is 76m (250 ft).
- (iii) Minimum distance from driveway to projected lateral property line measured at roadway edge is 7.5 m (25 ft).

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(9) Site Locations

All driveways shall conform generally to the designs shown on plates 1, 2, 3 and 4 as shown on Schedule "A" attached hereto as follows:

- (a) Driveway control for automobile service stations: Plates 1 and 4;
- (b) Residential, commercial and industrial properties: Plate 2;
- (c) Corner commercial and shopping plaza properties; Plate 3.

(10) Angle at Roadway

Subject to the limitations in this section, the sides 3 above, the sides of a driveway may meet the roadway at an angle less than a right angle but not less than sixty degrees.

(11) Separation

Distance between driveways on same property:

- (a) Measured at curb or roadway edge: Minimum 7.6 m (25 ft);
- (b) Measured at sidewalk: Minimum 1.8 m (6 ft);
- (c) Divided driveways: Minimum 1.8 m (6 ft).

(12) Number of Driveways

Each property shall be limited to the following number of driveways:

- (a) Low volume entrances:
 - (i) up to the first 30.5 m (100 ft) of frontage, not more than two;
 - (ii) for each additional 30.5 m (100 ft), not more than one.

Where special circumstances warrant three driveways may be permitted by the Commissioner of Engineering and Planning in a frontage of 50 m (175 ft).

- (b) High volume entrances:

- (i) for each 76 m (250 ft) of frontage, not more than one.

(13) Entrance to Driveway

- (a) A low volume driveway may derive its entrance from a roadway by a depressed sidewalk or curb.
- (b) A high volume driveway must have curb return at the driveway - if driveway on a street bounded by curbs.

(14) Discretion and Appeal

The Chief is hereby authorized to alter the requirement of this section when special circumstances arise in which, in his or her professional opinion, is proper so to do. Any person may appeal any such decision to the Council, whose decision thereon is final.

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SECTION 12**12. GENERAL REGULATIONS AND CONDUCT OF PERSONS ON STREETS**(1) Snowballs, Missiles, etc.

No person shall play any game or throw any stone, ball of snow or ice, parcel, bundle, other dangerous missile or any object or thing or use or discharge any bow and arrow, rifle gun, air gun, B.B. gun or any similar gun or rifle into any street or other public place.

(2) Coasting

No person shall coast or toboggan on any street.

(3) Fires, Firecrackers, etc.

No person shall make or light any fire or bonfire or light, set off, or throw any firecracker, squib, serpent or other noisy offensive or dangerous substance or fireworks in any street.

(4) Drainage onto Streets

No person shall permit or cause water from any building or structure including a paved area, owned or occupied by him to escape, overflow or run across or upon any sidewalk.

(5) Surface Water Drainage

Where drains or sewers are available, no owner or other person in control of any building or premises shall allow rain water or other water to be drained or flow, across the public sidewalk abutting the premises. Where drains or sewers are available, all surface water from parking lots and other surfaced area, except for private driveways to one and two family dwellings shall be drained to the catchbasins on the property and thence to the drain or sewer, and water shall not be permitted to run therefrom across sidewalks or onto streets.

(6) Auction Sales on Sidewalks

No person shall sell anything by auction or otherwise upon any street.

(7) Vehicles Crossing Sidewalk

No person shall drive or operate or permit or authorize to be driven or operated any vehicle to cross any curb, sidewalk or paved boulevard to deliver to or remove from abutting land on which any building is being erected, altered, repaired or demolished any material that may cause damage to curb, sidewalk or boulevard.

(a) While any such sidewalk, curb or paved boulevard is so used it shall be protected by planking or timbers not less than 10 cm (4 inches) in thickness which are securely fastened and chamfered or beveled at the ends for greater safety of pedestrians all in a manner that is approved by the Chief.

(b) Where any damage is caused to any sidewalk, curb or paved boulevard or to any water service box or other service therein by the crossing thereof by such vehicles, repairs shall be made by the Corporation at the expense of the owner of the land abutting such work and the cost thereof shall be payable to the Corporation forthwith on demand.

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- (c) The owner or occupier of such abutting land shall take all necessary steps to prevent building material, waste or soil from being spilled, tracked on to the public streets by vehicles going to or coming from the lands during the course of erection, alteration, repair or demolition. In the event of any default, the owner or occupier shall be responsible to the Corporation for the costs incurred by the Corporation in removing any such building material, waste or soil, which costs are payable forthwith on demand to the corporation forthwith.

(8) Climbing or Defacing

No person shall without proper authority climb on or over a railing or fence along any street or climb on any tree on any street or on any post, pole or structure lawfully erected on any street.

(9) Posters, Signs, etc.

- (a) No person shall pull down, damage or deface any signboard or any painted or written notice or other object lawfully affixed in, upon, above or along any street.
- (b) No person shall deface or disfigure any public or private building, wall, fence, railing, sign, monument, post, pole or other property in or adjoining any street by cutting, breaking or daubing with paint or other substance or shall in any other way injure the same.
- (c) No person shall post, nail or attach any poster, dodger, handbill, notice or advertisement on or to any tree or telegraph, telephone, hydro-electric or fire alarm pole or any pole of PUC Inc., or any other pole, object or structure on a street.

(10) Dangerous Articles, etc.

No person shall bring or cause to be brought upon any street or any other public place, any animal, article or material which may be dangerous to others, without taking such measures and precautions as are necessary to ensure that no harm will ensue to any person.

SECTION 13

13. DITCHES, DRAINS, CULVERTS, BRIDGES AND WATERCOURSES

(1) Obstructions Prohibited

No person shall obstruct, alter or interfere with any ditch, culvert, bridge or watercourse in a street or any drain or watercourse in the City.

(2) Culvert and Bridge Construction

Except as provided in this section no person shall construct any culvert or bridge that crosses any drain or watercourse on any highway within the City of Sault Ste. Marie.

(3) Construction of Culverts by City

Upon application being made by or on behalf of an owner of a lot that abuts on a street for the construction of a culvert to cross any drain or watercourse on any highway within the City of Sault Ste. Marie to provide vehicular and pedestrian access to a driveway or garage on such lot the Corporation will construct such culvert at the expense of the applicant and upon the terms and conditions contained in this section. Despite such payment the title to any culvert pipe so installed remains in the City.

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(4) Special Provision – Council Approval

Where the construction of a culvert or bridge is desired in circumstances for which no provision is made in subsection 3, no person shall construct such culvert or bridge without first having obtained the consent of the city Council by resolution thereof.

(5) Culvert Specifications

No person shall construct a culvert to provide vehicular access unless such culvert:

- (a) has an inside diameter or at least 400 mm (15 inches) and a length of at least 6 m (20 ft) for a single driveway and 12 m (40 ft) for a double driveway;
- (b) is of a standard corrugated galvanized metal construction; and
- (c) provides a driving surface width of at least 3.6 m (12 ft).

(6) Pedestrian Culvert Specifications

No person shall construct a culvert solely to provide pedestrian access if such culvert:

- (a) has an inside diameter of less than 400 mm (15 inches);
- (b) is not of a standard corrugated galvanized metal construction;
- (c) provides a walking width less than 1.2 m (4 ft) or more than 1.8 m (6 ft).

(7) Charges

Where a culvert is requested and in the opinion of the Commissioner of Engineering and Planning a culvert having an inside diameter not less than 400 mm (15 inches) and not more than 1,200 mm (47 inches) is adequate for such installation, then the following charges shall apply:

- (a) for a single driveway entrance the applicant shall pay for the installation of a new culvert the sum of Nine Hundred and Fifteen Dollars (\$915); and
- (b) for a single or double driveway entrance if the applicant requests or in the opinion of the Commissioner of Engineering and Planning requires a new culvert having greater length than the minimum the applicant shall pay an additional coupling charge of Fifty-Five Dollars (\$55) and for such additional length at the rate of One Hundred and Eight-Five Dollars (\$185) per lineal metre in increments of 1 meter; and
- (c) for a double driveway entrance to two separate properties the Applicant shall pay for the installation of a new culvert the sum of Seventeen Hundred and Eighty-Five Dollars (\$1785).
- (d) Where the applicant applied for the installation of an entrance culvert between December 1st in any year and April 30th of the following year, then the applicant shall pay actual costs as determined by the Commissioner of Engineering and Planning or make such alternate arrangements for temporary access as are considered satisfactory to said Commissioner.

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(8) Oversized Culvert or Bridge – Council Approval

Where a bridge or a culvert having a diameter in excess of 1.22 m (48 inches) is requested, or in the opinion of the Commission of Engineering and Planning is required to provide adequate drainage as well as pedestrian or vehicular access to the abutting lot, no person shall construct such culvert or bridge without first having obtained the consent of the City Council by resolution thereof.

(9) Construction of Bridge or Large Culvert by Applicant

Upon application being made and approval given by other authorities (Ministry of Natural Resources, Fisheries and Oceans, Conservation Authority) the City will consider approving the construction of a bridge or culvert within the City's right of way. The applicant must have the design and construction of the bridge approved by a professional engineer. Upon completion of the structure, the City will require a written statement from the engineer that the bridge has been designed and constructed to the required engineering specifications.

(10) Special Cases

- (a) If it is the opinion of the Commissioner of Engineering and Planning that the expense to be incurred in the installation and supply of any culvert having a diameter of less than 1.22 m (48 inches) greatly exceeds that normally incurred in the construction and supply of other culverts of a comparable size, then the Commissioner of Engineering and Planning shall refer such matters to the City Council and no person shall construct such culvert or bridge without first having obtained the consent of the City Council by resolution thereof. This case takes effect when the price of the installation exceeds 100% of the permit culvert price.
- (b) Where five (5) or more culvert installations are required by a Developer, the Developer has the option, subject to approval from the Commissioner of Engineering and Planning, of installing the culverts itself or having the City install them at the City's fixed charges.

(11) Payment of Charges

Every applicant for the installation of a new culvert or bridge to replace an existing culvert or bridge shall first pay to the Corporation on demand the cost thereof as provided herein.

(12) Replacement by City

- (a) The Corporation may replace a bridge or culvert if,
 - (i) it is the opinion of the Commissioner of Engineering and Planning that an existing bridge or culvert is in such condition, whether due to age, deterioration or damage, that it should be replaced; and
 - (ii) written notice of such intention is given to the assessed owner of the lot served by such culvert or bridge.
- (b) Any notice is required to be given by this section is sufficiently given if it is in writing and is delivered to and left with any adult person residing on the premises served by such culvert or bridge or it is mailed by prepaid first class mail addressed to the owner of the lot served by such culvert or bridge at his or her address as shown on the last revised assessment roll.
- (c) If, in the opinion of the Commissioner of Engineering and Planning, it is

10(d)

necessary in the public interest to remove or replace a bridge or culvert as referred to in this section without giving the notice herein provided, then the Corporation may remove or replace such existing bridge or culvert and except as to the provisions for notice all of the provisions of this by-law apply.

- (d) Upon the replacement of any culvert or bridge as herein provided, the owner of the lot served by such culvert or bridge shall pay to the Corporation on demand the cost thereof.
- (e) In default of payment of the cost required to be paid by this section within thirty days (30) of a demand for payment thereof, such costs may be recovered in like manner as municipal taxes.

(13) Removal of Bridges and Culverts Illegally Constructed

- (a) If any culvert is constructed in contravention of this by-law, the owner of the lot served by such culvert or bridge shall forthwith upon notice by the Commissioner of Engineering and Planning remove such culvert or bridge.
- (b) Any notice required to be given by this section is sufficiently given if it is in writing and mailed by prepaid first class mail addressed to the owner of the lot served by such culvert or bridge at his or her address as shown on the last revised assessment roll.
- (c) If, in the opinion of the Commissioner of Engineering and Planning, it is necessary in the public interest to remove or replace a bridge or culvert as referred to in this section without giving the notice as herein provided, then the Corporation may remove or replace such existing bridge or culvert and except as to the provisions for notice all of the provisions of this by-law apply.
- (d) If such culvert or bridge is not removed within ten (10) days of the date of mailing of such notice then the Commissioner of Engineering and Planning may enter and remove such culvert or bridge at the expense of the Corporation.
- (e) The owner of the lot served by such culvert or bridge shall forthwith on demand pay the costs of the removal of any culvert or bridge removed hereunder to the Corporation.
- (f) In default of payment of the costs required to be paid by this section within thirty days of a demand for payment thereof, such costs may be recovered in like manner as municipal taxes.

(14) Obstruction of Drains, etc.

- (a) If any ditch or culvert upon a street or any drain or watercourse is obstructed the person who obstructed such drain, culvert or watercourse shall forthwith upon notice by the Commissioner of Engineering and Planning remove such obstruction.
- (b) Notice as required by this section is sufficiently given if made in writing and mailed by prepaid first class mail addressed to such person at his or her last known address.
- (c) If such obstruction is not removed within ten (10) days of the date of mailing such notice then the Commissioner of Engineering and Planning may enter and remove such obstruction.
- (d) If in the opinion of the Commissioner of Engineering and Planning, it is necessary in the public interest to remove an obstruction from a ditch,

10(d)

drain, culvert or watercourse without giving the notice as herein provided, or it is impracticable to ascertain by whom such ditch, drain, culvert or watercourse was obstructed, then the Corporation may remove such obstruction and, except as to the provisions for notice, all of the provisions of this by-law apply.

- (e) The person who obstructed such drain, culvert or watercourse shall forthwith on demand pay the costs of the removal of the obstruction to the Corporation.
- (f) In default of payment of the costs required to be paid by this section within thirty (30) days of a demand for payment thereof, such costs may be recovered in like manner as municipal taxes.

SECTION 14

14. ADMINISTRATION AND ENFORCEMENT

(1) General

The administration and carrying into effect of the provisions of this by-law shall be the duty and responsibility of the Commissioner of Engineering and Planning, the Chief, the Chief of Police and the members of their respective departments, or any one or more of them.

(2) Enforcement – Repairs

In default of the doings of any matter or thing by any person required by the provisions of this by-law to do it, such matter or thing shall be done by the Corporation at his or her expense, and the expense incurred in doing it shall be recovered by action, or in like manner as municipal taxes or from any deposit made hereunder.

(3) Power to Restrain by Action

Where any provisions of this by-law are contravened, such contravention may, in addition to any other remedy and to any penalty which may be imposed, be restrained by action at the instance of a ratepayer or the City Corporation.

(4) Delegation

Any official upon whom duties or powers are imposed hereby may delegate any such duty or power to any other person employed to act under his or her direction and control and such person while so acting, shall stand in the place and stead of the said first referred to official.

(5) Street Work by Corporation

This by-law shall not restrict the rights and obligations of the Corporation to perform maintenance and construction work in its streets by its servants, agents and contractors.

(6) Attack on By-Law

If any section or sections of this by-law may be found by any Court of Law to be bad, illegal or beyond the power of the Council to enact, such section or sections or parts thereof shall be deemed to be separate and independent there from and to be enacted as such.

(7) Permits

10(d)

Where any person is authorized to grant or refuse a permit or license hereunder such person shall grant, issue or refuse such license or permit in the name of the Corporation.

SECTION 15**15. OFFENSE AND PENALTY**

Any person who contravenes any of the provisions of this by-law is liable upon conviction therefore to a penalty in accordance with the provisions of the Provincial Offenses Act.

SECTION 16**16. SCHEDULE ADOPTED**

Schedule "A" attached hereto forms part of By-law 2008-131

SECTION 17**17. BY-LAW REPEALED**

By-law 69-150 is repealed.

SECTION 18**18. EFFECTIVE DATE**

This by-law comes into force on the day of its final passing.

PASSED in open Council this 7th day of July, 2008.

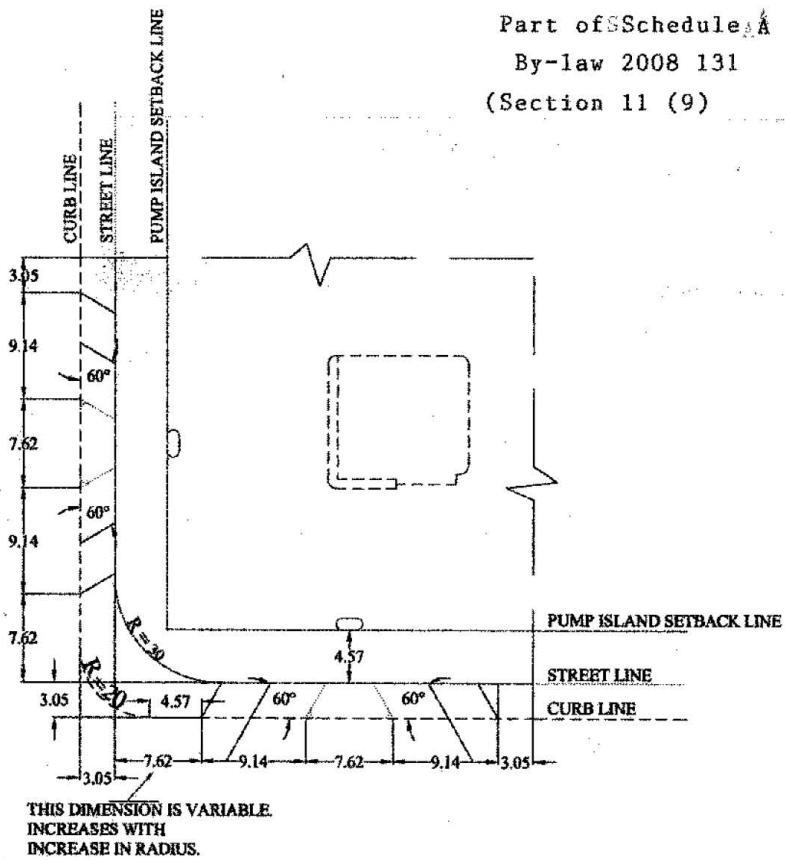
MAYOR - JOHN ROWSWELL

CLERK - DONNA IRVING

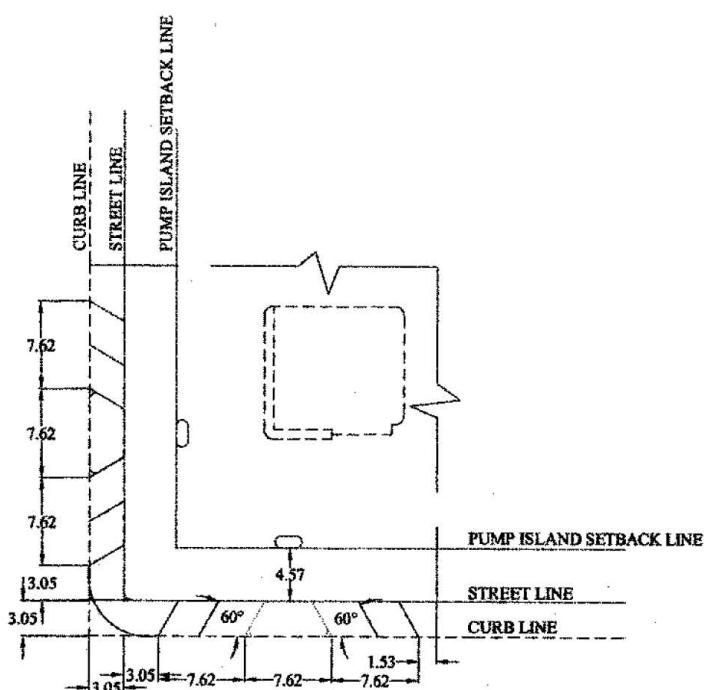
10(d)

RECOMMENDED CONDITION

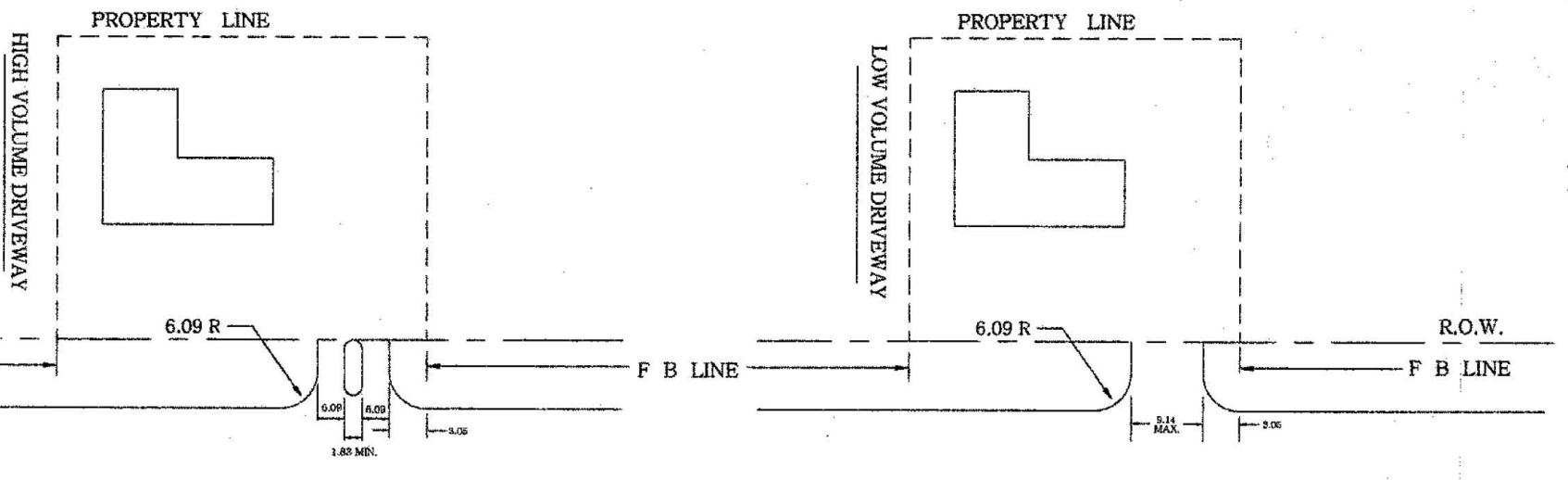
Part of Schedule A
By-law 2008 131
(Section 11 (9))



MINIMUM CONDITION



DRIVEWAY CONTROL POLICY
FOR SERVICE STATIONS



APPLICABLE TO RESIDENTIAL, COMMERCIAL OR
INDUSTRIAL PROPERTIES

10 (d)

FIG. No. 1

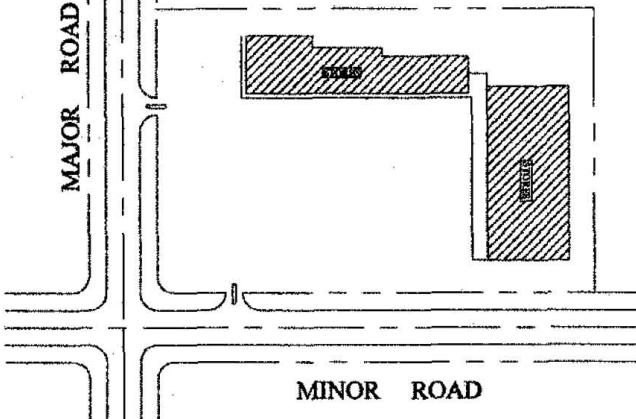
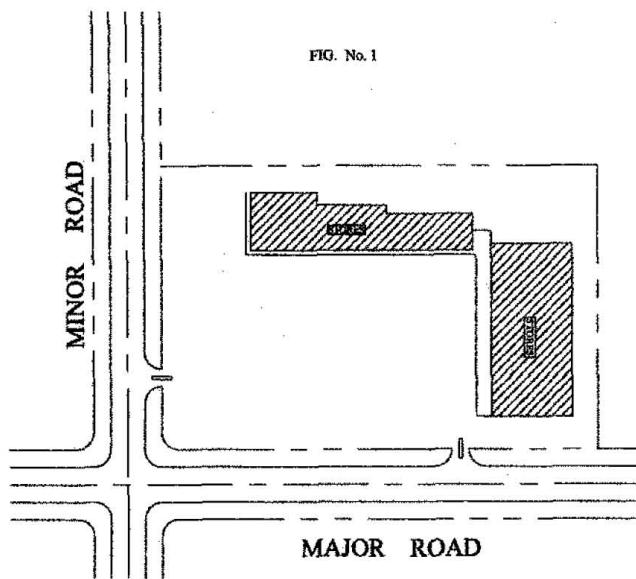


FIG. No. 1



TYPICAL ACCESS FOR CORNER COMMERCIAL - URBAN

PLATE 3

Part II Schedule "A"
By-Law 2008-131
(Section 11 (q))

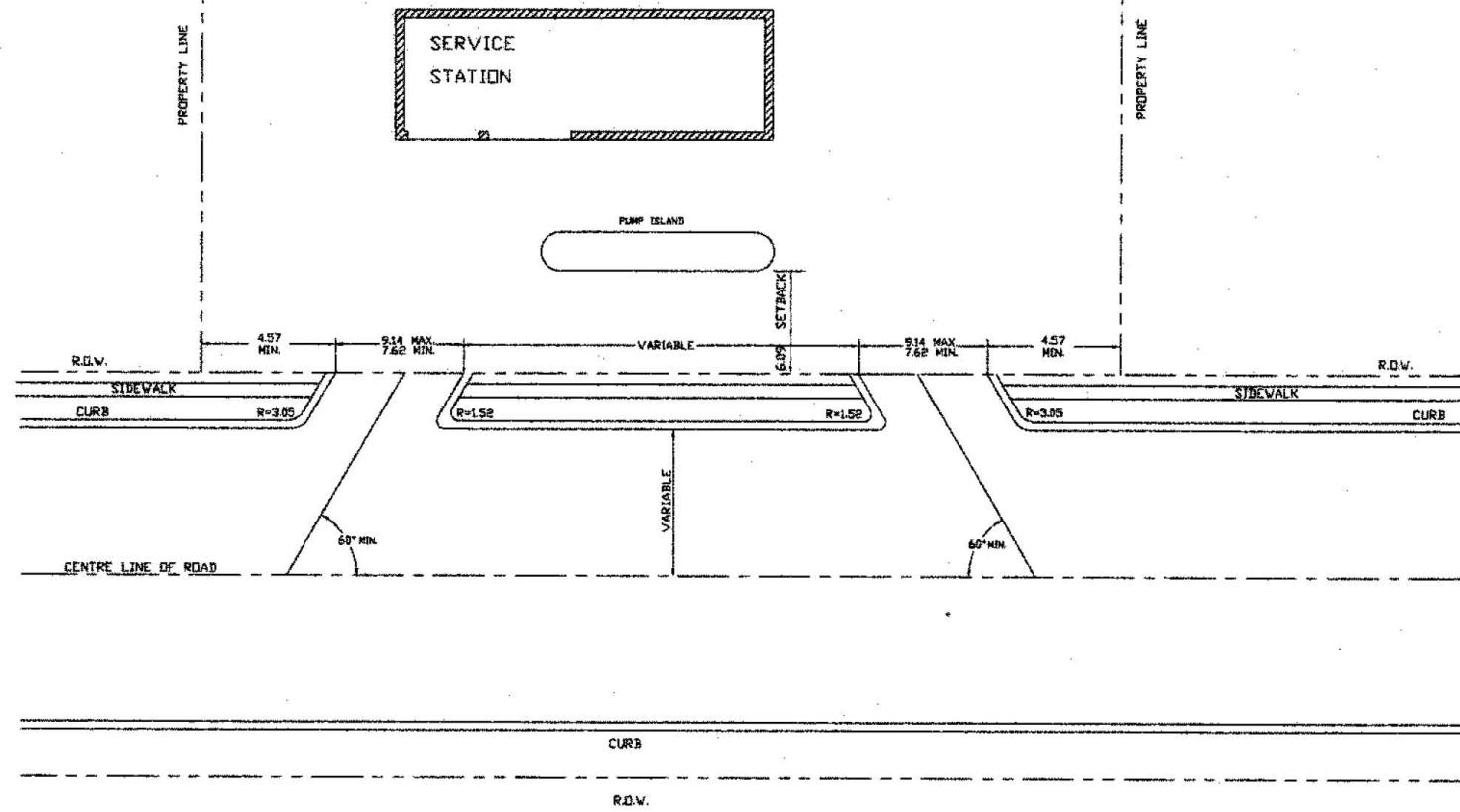


PLATE 4

10(d)

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-104

TAXI: (P.3.3.) a by-law to amend the Taxi By-law 2005-154.

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

1. SECTIONS 65.2 and 67.2 TO PART X OF BY-LAW 2005-154 REPEALED

Section 65.2 and 67.2 to Part X of By-law 2005-154 are hereby repealed and replaced with the following:

"65.2 The rates charged by the owners or drivers of taxi cabs shall be within the ranges allowed by Tariff "B". The rates charged by owners or drivers of limousines shall be in accordance with Tariff "C".

67.2 Owners/Brokers who choose to change the drop rate or the meter rate within the range authorized in Tariff "B" shall first provide two (2) weeks written notice to the Chief of Police."

2. TARIFF "B" TO BY-LAW 2005-154 AMENDED

Subsections entitled "By Meter – Taxicabs", "By the Hour – Taxicabs" and "Notice" to Tariff "B" of By-law 2005-154 are repealed and replaced with the following:

"BY METER – TAXICABS

For the first one tenth of a kilometre or part thereof.....Minimum of \$3.90

A range for each additional one-fifteenth to one-twentieth five kilometre...\$.10

For waiting time, while under engagement, for each 15 seconds including time vehicle stopped in traffic, and not to include a three minute grace period while waiting on a call at a private residence.....\$0.125

Baggage, for each parcel other than hand luggage if carried inside the vehicle with the passenger.....no charge.

Such rates and fares under this part to include five percent (5%) Goods and Services Tax.

BY THE HOUR – TAXICABS

For the first hour or part thereof.....\$30.00

For each additional 15 minutes or part thereof.....\$ 7.50

Baggage, for each parcel other than hand luggage if carried inside the vehicle with the passenger.....\$.50

Such rates and fares under this party to include five percent (5%) Goods and Services Tax

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(e)

NOTICE

All rates or fares under Tariff "B" are to include five percent (5%) Goods and Services Tax.

The owner or driver shall ensure that in all vehicles licensed under By-law 2005-154 and subject to rates and fares under Tariff "B", a notice is displayed informing the passenger that the Tariff includes ALL applicable taxes."

3. **TARIFF "C" TO BY-LAW 2005-154 REPEALED**

Tariff "C" to By-law 2005-154 concerning Rates and Fares for Limousines is repealed and replaced with the following:

"Limousine drivers or operators shall charge an hourly minimum of \$90.00 at a minimum of one half hour service.

NOTICE

All rates and fares under Tariff "C" to include five percent (5%) Goods and Services Tax.

The owner or driver shall ensure that in all vehicles licensed under By-law 2005-154 and subject to rates outlined in Tariff "C" informing the passenger that the tariff includes ALL applicable taxes."

4. **EFFECTIVE DATE**

By-law 2008-104 takes effect on the day of its final passing.

Read THREE times and PASSED in open Council this 7th day of July, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING