

AGENDA

REGULAR MEETING OF CITY COUNCIL

2009 12 07

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco

Resolved that the Minutes of the Regular Council Meeting of 2009 11 23 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor F. Manzo
Seconder - Councillor S. Butland

Resolved that the Agenda for the 2009 12 07 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Diana Taranto, Chair, Community Christmas for Children will be in attendance concerning Proclamation – Community Christmas for Children.
- (b) Susan Taylor will be in attendance to receive the Good Samaritan Award from City Council.

PART ONE – CONSENT AGENDA

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

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

Resolved that all the items listed under date 2009 12 07 – Part One – Consent Agenda be approved as recommended.

5. (a) Correspondence from AMO and OGRA is attached for the information of Council.
- (b) Correspondence from the City of St. Catharines (concerning the Royal Canadian Legion being exempt from GST on purchases of red lapel poppies); Township of Madawaska Valley (concerning a request for provincial funding for its water treatment plant and concerning assessment values); and Ministry of Energy and Infrastructure (concerning tracking Ontario's Infrastructure Stimulus Projects online) is attached for the information of Council.
- (c) A letter from Recycling Council of Ontario to Councillor Steve Butland thanking the City for its commitment to the Shopper Loyalty Reusable Bag Pilot Project is attached for the information of Council.
- (d) Correspondence from the Foundation for the Study of Process of Government in Canada concerning a Forum for Young Canadians is attached for the information of Council.
- (e) The Outstanding Council Resolutions List as of November 23, 2009 is attached for the information of Council.

(f) **Proposed Harmonized Sales Tax**

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

Mover - Councillor O. Grandinetti

Seconder - Councillor S. Butland

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 12 07 concerning Proposed Harmonized Sales Tax be received as information.

(g) **Mayor and Council Travel Expenses – January 1 to September 30, 2009**

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

Mover - Councillor F. Manzo

Seconder - Councillor J. Caiocco

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 12 07 concerning Mayor and Council Travel Expenses for the Period January 1 to September 30, 2009 be received as information.

5. (h) **Borrowing By-laws for 2010**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. The relevant By-laws 2009-189 and 2009-200 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (i) **Financial Report @ September 30, 2009**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. A report entitled Financial Report @ September 30, 2009 is appended under separate cover.
- Mover - Councillor F. Manzo
Seconder - Councillor S. Butland
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 12 07 concerning Financial Report @ September 30, 2009 be received as information.
- (j) **Acquisition of an Enterprise Data Backup and Restore Solution**
A report of the Manager, Information Technology Division is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Manager, Information Technology Division dated 2009 12 07 concerning Acquisition of an Enterprise Data Backup and Restore Solution be accepted and the recommendation to award the purchase of the Enterprise Data Backup and Restore Solution for the Corporation for both the software and hardware components to i365/Evault-Seagate at the quoted price of \$55,514.00 plus taxes with funds to come from the Electronic Reserve be approved.
- (k) **Supportive Resolution to City of Greater Sudbury – Proposed “Workplace Fatalities Family Bill of Rights” (#2009-251 June 10, 2009)**
A report of the Commissioner of Human Resources is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Whereas the City of Greater Sudbury passed resolution 2009-251 on June 10, 2009 with respect to a Family Bill of Rights and requested the support of its resolution from the City of Sault Ste. Marie; and

5. (k) Whereas the Council of the City of Sault Ste. Marie lends its support to a proposed Workplace Family Bill of Rights subject to:
1. that the Bill of Rights be specifically directed at the Ministry of Labour; and
 2. that the legal and constitutional rights of all those involved in an investigation are not compromised; and
 3. that the Bill of Rights encourages the Ministry of Labour to allow more information to be provided to the relatives of a deceased or seriously injured worker as far as reasonably possible without compromising the integrity of the investigation; and
 4. that acknowledges the right of family members to appoint a representative on their behalf in such an investigation with the Ministry of Labour; and
- Further resolved that a copy of this resolution be forwarded to the Honourable Peter Fonseca, Minister of Labour and to the City of Greater Sudbury.

- (l) **Collective Bargaining – February 1, 2010 to January 31, 2011 – Memorandum of Settlement – Sault Ste. Marie Fire Fighters Association**
A report of the Commissioner of Human Resources is attached for the consideration of Council.

Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco

Resolved that the report of the Manager of Human Resources dated 2009 12 07 concerning Collective Bargaining - February 1, 2010 to January 31, 2011 - Memorandum of Settlement be accepted and further that the Memorandum of Settlement for Sault Ste. Marie Fire Fighters Association and the City of Sault Ste. Marie be approved for ratification by City Council and that the appropriate by-law be presented at a future Council meeting be approved.

- (m) **2010 Olympic Torch Relay Celebration**
A report of the Marketing and Events Manager/Co-Chair Olympic Torch Relay Task Force is attached for the consideration of Council. Note: Trevor Zachary will be in attendance with a video presentation concerning this item. The relevant By-law 2009-210 for a temporary street closing on Queen Street in conjunction with the Torch Relay is listed under item 10 of the Agenda.

Mover - Councillor F. Manzo
Seconder - Councillor S. Butland

Resolved that the report of the Marketing and Events Manager/Co-Chair Olympic Torch Relay Task Force dated 2009 12 07 concerning 2010 Olympic Torch Relay Celebration be received as information and further that \$5,000.00 be allocated to this event to assist with offsetting a fireworks display with funds to come from the International Family Fun Night budget be approved.

5. (n) **Essar Centre – 2008 Annual Report**
A report of the Commissioner of Community Services is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Commissioner of Community Services dated 2009 12 07 concerning Essar Centre 2008 Annual Report be received as information.
- (o) **Outdoor Ice Rinks Committee - Update**
A report of the Commissioner of Community Services is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Commissioner of Community Services dated 2009 12 07 concerning Outdoor Ice Rinks Committee Update be accepted and the recommendation that Council authorize staff entering into partnerships with Tarentorus, Grandview and St. Pius X elementary schools in order to provide outdoor rinks at these schools and that the City's partnership level consist of the supply of the rink boards; and further that the initial cost of supplying the rink boards estimated at \$5,000.00 be funded from the 5% Sub-Dividers Reserve account, be approved.
- (p) **Sault Ste. Marie Municipal Heritage Committee – Designated Property Grant – Abitibi Head Office (St. Marys Paper) – 75 Huron Street**
A report of the Manager of Recreation and Culture on behalf of the Sault Ste. Marie Municipal Heritage Committee is attached for the consideration of Council.
- Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco
Resolved that the report of the Manager of Recreation and Culture on behalf of the Sault Ste. Marie Municipal Heritage Committee dated 2009 12 07 concerning Designated Property Grant - Abitibi Head Office (St. Marys Paper) 75 Huron Street be accepted and the recommendation that Council authorize a grant of \$3,000.00 to St. Marys Paper Corporation for the installation of heat trace cables on the north roof of the office building at 75 Huron Street, Abitibi Head Office, a designated building under Part IV of the Ontario Heritage Act with funds to come from the Designated Property Grant account be approved.
- (q) **Solar Project – Opportunity Under the Green Energy and Green Economy Act**
A report of the Environmental Initiatives Coordinator is attached for the consideration of Council.

5. (q) Mover - Councillor F. Manzo
Seconder - Councillor S. Butland
Resolved that the report of the Environmental Initiatives Coordinator dated 2009 12 07 concerning Solar Project – Opportunity Under the Green Energy and Green Economy Act be received as information.
- (r) **Millennium Court – Repair of Sanitary Laterals – Contract 2009-7E – Miscellaneous Paving**
A report of the Director of Engineering Services is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Director of Engineering Services dated 2009 12 07 concerning Millennium Court - Repair of Sanitary Laterals - Contract 2009-7E - Miscellaneous Paving be accepted and the recommendation that Council authorize the repair of the deficient sanitary laterals on Millennium Court in 2009 and the completion of restoration in 2010 as a change order under Contract 2009-7E with Elwood Robinson, with funding to come from the sewer surcharge, be approved.
- (s) **Reconstruction of Wellington Street East Engineering Services - Revised Engineering Agreement**
A report of the Design and Construction Engineer is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Design and Construction Engineer dated 2009 12 07 concerning Reconstruction of Wellington Street East Engineering Services - Revised Engineering Agreement be accepted and the recommendation that Council authorize the additional fee of \$95,000.00 to provide for a new upset limit of \$965,000.00 for the Wellington Street East project within the approved budget for this project be approved.
- (t) **Landfill Contracts – 2009-16E and 2009-17E – (1) Methane Monitoring and Mitigation; and (2) Forcemain Flushing Connections**
A report of the Land Development and Environmental Engineer is attached for the consideration of Council. The relevant By-laws 2009-208 and 2009-209 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (u) **Agreement With Molson Canada 2005 for Pouring Rights at the Essar Centre**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-206 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (v) **Appointment of By-law Enforcement Officers for the Snowmobile Trail Officer Patrol Program**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-199 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (w) **Proposed Lease With Roger's Communications Inc. to Permit a Cell Phone Tower on City Property (No. 2 Fire Hall) at 363 Second Line West**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-203 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (x) **Request From Elementa Group to Purchase From the City Approximately 22 Acres of Property at the Southeast Corner of Base Line and Leigh's Bay Road**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-211 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (y) **Proposed Growth Plan for Northern Ontario**
A report of the Planning Division is attached for the consideration of Council.

Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco
Resolved that the report of the Planning Division dated 2009 12 07 concerning the Proposed Growth Plan for Northern Ontario be accepted and the Planning Director's recommendation that City Council receive this report as information be endorsed.
- (z) **Application No. A-23-09-Z – John Millar – 61 Glengary Gate Crescent - Request to Permit One Additional Dwelling Unit Within the Existing Residence – January 11, 2010 – New Hearing Date**
A report of the Planning Division is attached for the consideration of Council.

5. (z) Mover - Councillor F. Manzo
Seconder - Councillor S. Butland
Resolved that the report of the Planning Division dated 2009 12 07 concerning Application No. A-23-09-Z – John Millar – 61 Glengary Gate Crescent be accepted and the Planning Director's recommendation that City Council accept this report as information be endorsed.

PART TWO – REGULAR AGENDA

REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

- (a) **Application No. A-24-09-Z – Thomas and Susanne Walls – 394 Pine Shore Drive – Request to Rezone to Facilitate the Construction of a Single Detached Dwelling**

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

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

Resolved that the report of the Planning Division dated 2009 12 07 concerning Application No. A-24-09-Z – Thomas and Susanne Walls – 394 Pine Shore Drive be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from "PR" (Parks and Recreation) zone to "R.1.S" (Estate Residential) zone with a Special Exception requiring that access to the subject property be from Pointe Aux Pins Drive be endorsed.

- (b) **Application No. A-27-09-Z.OP – Mark Mageran – 574 Airport Road – Request to Rezone to Permit the Development of a Recreational Vehicle Resort**

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

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

Resolved that the report of the Planning Division dated 2009 12 07 concerning Application No. A-27-09-Z.OP – Mark Mageran – 574 Airport Road be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from Rural Area with a Special Exception (243) to Rural Area with an amended Special Exception (243) to permit an RV Resort with no more than 8 trailers, subject to the following special regulations to be applied to the RV Resort and Personal Storage Uses only, subject to the 5 conditions contained in the report, be endorsed.

6. (8) **BOARDS AND COMMITTEES**

(a) **City of Sault Ste. Marie Centennial Celebration 1912 - 2012**

A report of the Co-Chairs, Centennial Celebrations Working Committee is attached for the consideration of Council. This is in response to a Council resolution dated 2009 07 27.

Mover - Councillor S. Myers
Seconder - Councillor T. Sheehan

Resolved that the report of the Co-Chairs, Centennial Celebrations Working Committee dated 2009 12 07 concerning City of Sault Ste. Marie Centennial Celebrations 1912 – 2012 be accepted and the recommendation that Council authorize undertaking a Sault Ste. Marie 100th Anniversary Celebration of events; and further that Council approve project funding in the amount of \$65,000.00 per year over the next 3 years (2010, 2011, and 2012) for a total project budget of \$195,000.00 be approved.

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

(a) Note: This motion was tabled at the 2009 11 23 Council meeting.

Mover - Councillor T. Sheehan
Seconder - Councillor P. Mick

Whereas City Council recently discussed the merit of implementing either a rotating "Acting Mayor" or rotating "Deputy Mayor";

Now therefore be it resolved that the City Clerk's Department and Legal Department report back to Council on defining the different roles and responsibilities for these two positions.

(b) Mover - Councillor P. Mick
Seconder - Councillor S. Myers

Whereas City high school football champions, the Sir James Dunn Eagles defeated North Bay and Sudbury champions enroute to their 2009 NOSSA championship; and

Whereas Sir James Dunn Eagles defeated Thunder Bay's Sir Winston Churchill Trojans 34 - 7 at Rogers Centre in Toronto on Wednesday, November 25, 2009 making them the Northern Bowl champions;

Now therefore be it resolved that this Council on behalf of the City of Sault Ste. Marie congratulates the Sir James Dunn Eagles on their victory and fine showing at the Northern Bowl.

7. (c) Mover - Councillor S. Myers
Seconder - Councillor T. Sheehan
Whereas a recent development in the area north of Algoma University has created a roadway off the east end of Mark Street into the University; and
Whereas there is a great deal of pedestrian traffic in the area and it is near to Anna McCrea Elementary School;
Now therefore be it resolved that the appropriate City Staff look into the safety of this area related to the lighting and report back to Council within two months with a recommendation and costs to address this issue.

- (d) Mover - Councillor S. Myers
Seconder - Councillor T. Sheehan
Whereas the single lane behind several business and residences north of Queen Street between Pim Street and Church Street is unlit at the entrance and presents a hazard at night and serves as access to several properties; and
Whereas there has been a request to install appropriate lighting to enhance the safety of said laneway;
Now therefore be it resolved that City Council requests the P.U.C. to review this request for lighting for this travelled laneway and report back to Council.

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) 2009-203 A by-law to authorize a lease between the City as Landlord and Rogers Communications Inc. as tenant for the property located at No. 2 Fire Hall at 363 Second Line West.
A report from the City Solicitor is on the agenda.
- (b) 2009-206 A by-law to authorize the execution of an agreement between the City and Molson Canada 2005 for the pouring rights at the Essar Centre.
A report from the City Solicitor is on the agenda.

10. (c) 2009-208 A by-law to authorize a contract between the City and S & T Electrical Contractors Limited for the supply and installation of a methane monitoring and mitigation system (Contract 2009-16E).
A report from the Land Development & Environmental Engineer is on the agenda.
- (d) 2009-209 A by-law to authorize a contract between the City and Avery Construction Ltd. for the supply and installation of five forcemain flushing connections (Contract 2009-17E).
A report from the Land Development & Environmental Engineer is on the agenda.
- (e) 2009-212 A by-law to authorize an agreement between the City and the Amalgamated Transportation Union (Local 1767) for the term commencing February 1, 2009 to January 31, 2012.
- (f) 2009-213 A by-law to authorize an agreement between the City and Local No. 67 Canadian Union of Public Employees for the term commencing February 1, 2009 to January 31, 2012.

APPOINTMENTS

- (g) 2009-199 A by-law to appoint by-law enforcement officers to enforce By-law 69-6 as amended, being a by-law to prohibit the operation of motorized snow vehicles on highways.
A report from the City Solicitor is on the agenda.

FINANCING

- (h) 2009-189 A by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected.
A report from the Commissioner of Finance & Treasurer is on the agenda.
- (i) 2009-200 A by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$5,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie.
A report from the Commissioner of Finance & Treasurer is on the agenda.

10. **PARKING**

- (j) 2009-204 A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.
- (k) 2009-205 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.

PROPERTY SALE

- (l) 2009-211 A by-law to authorize the conveyance of 22.49 acres at the southeast corner of Base line and Leigh's Bay Road to Elementa Group or such other person or companies as directed.

A report from the City Solicitor is on the agenda.

TEMPORARY STREET CLOSING

- (m) 2009-210 A by-law to permit the temporary closing of Queen Street from Pim Street to Dennis Street on January 2, 2010 to facilitate the Olympic Torch Relay Event.

A report from the Marketing & Events Manager is on the agenda.

ZONING

- (n) 2009-207 A by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 regarding lands located at 394 Pine Shore Drive (Walls)

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 F. Manzo

Seconder - Councillor S. Butland

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2009 11 23

4:30 P.M.

COUNCIL CHAMBERS

PRESENT: Mayor J. Rowswell (left meeting at 5:00 p.m.), Acting Mayor O. Grandinetti, J. Caicco, L. Turco, B. Hayes, D. Celetti, S. Myers, L. Tridico, F. Fata, T. Sheehan, S. Butland, F. Manzo, P. Mick

OFFICIALS: J. Fratesi, D. Irving, J. Cain, N. Kenny, N. Apostle, J. Elliott, B. Freiburger, J. Dolcetti, R. Tallon, S. Hollingshead, D. McConnell, M. Provenzano, D. Stokes

1. ADOPTION OF MINUTES

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2009 11 09 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor F. Fata

Seconded by Councillor T. Sheehan

Resolved that the Agenda for the 2009 11 23 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Joanne Elvy, Program Director, English Language Learning at Algoma University was in attendance concerning Proclamation – English as a Second Language Week.
- (b) Chris Rous, Chair, Cultural Advisory Board was in attendance to present the 2009 Cultural Advisory Board Community Recognition Award to Webb Surround (Webb family).

4. (c) Gord Nesbitt, Community Partnerships and Special Projects, Sutherland Global Services was in attendance concerning Sutherland's community involvement, training programs and expansion plans.
- (d) Callie Griffin, Secretary-Treasurer, Northern Retail and Professionals Association; and Rob Reid, First Vice-President, Chamber of Commerce were in attendance concerning agenda item 6.(5)(a).
- (e) Debbie Amaroso, Chair, Sault Ste. Marie Physician Recruitment and Retention Committee; and Mary Jane Yorke, Physician Recruitment and Retention Office were in attendance concerning agenda item 6.(8)(a).
- (f) Bill Huckson was in attendance concerning agenda item 6.(8)(a).
- (g) Jill Pateman, Manager; and Lorie Springall, Director, Sault Sports Council were in attendance concerning agenda item 6.(8)(b).
- (h) Stephen Hollingshead, Tourism Sault Ste. Marie; Raimo Viitala, representative of Finn Grand Fest 2010; and Ritchie Donahue, representative of Dudley Hewitt Cup 2010 were in attendance concerning agenda item 6.(8)(c).

PART ONE – CONSENT AGENDA

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

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that all the items listed under date 2009 11 23 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from AMO, OGRA and Municipal Waste Association was received by Council.
- (b) Correspondence from City of Ottawa (concerning amendment to the Highway Traffic Act); and City of London (concerning international agreement on climate change) was received by Council.

Moved by Councillor T. Sheehan

Seconded by Councillor S. Butland

Resolved that Sault Ste. Marie City Council supports and endorses the November 9, 2009 resolution and position of the City of London in which it requests that the Federal Government make every effort to reach an international agreement on climate change; and

5. (b) Further that a copy of this resolution be forwarded to the Prime Minister of Canada, Federation of Canadian Municipalities and City of London be approved. CARRIED.

(c) The memo from Mayor Rowswell to Council concerning Sister/Friendship Cities – Italy was accepted by Council.

Moved by Councillor L. Tridico

Seconded by Councillor F. Fata

Resolved that the memo from Mayor Rowswell concerning Sister/Friendship Cities – Italy be accepted and the recommendations to 1) authorize preliminary discussions with Dalmine/Bergamo about a possible sister city relationship; 2) request Development Sault Ste. Marie to report back to Council outlining the financial implications of an exploratory trade mission to occur next spring and; 3) to request our local Italian community to identify towns in the region of Calabria that contacts can be made be approved. CARRIED.

(d) The letter from Councillor Susan Myers to City Council concerning the Captain Nichola Goddard Legacy Project was received by Council.

(e) **Council Travel**

Moved by Councillor D. Celetti

Seconded by Councillor T. Sheehan

Resolved that Councillor Lou Turco be authorized to travel to (1) an Association of Municipalities of Ontario (AMO) Board of Directors Meeting being held in Toronto (2 days in November) at a cost of \$300.00 to the City; and (2) a Northern Ontario School of Medicine (NOSM) Retreat being held in Thunder Bay (2 days in December) at no cost to the City. CARRIED.

(f) **Staff Travel Requests**

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

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 11 23 be approved as requested. CARRIED.

(g) **Tenders for Equipment – Public Works and Transportation Department**

The report of the Manager of Purchasing was accepted by Council.

5. (g) Moved by Councillor F. Fata
Seconded by Councillor T. Sheehan
Resolved that the report of the Manager of Purchasing dated 2009 11 23 be endorsed and that the tenders for the supply and delivery of various pieces of equipment required by the Public Works and Transportation Department be awarded as recommended. CARRIED.
- (h) **Tender for Petroleum Products**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Manager of Purchasing dated 2009 11 23 be endorsed and that the tender for the supply of Petroleum Products required by various City Departments and cooperatively for PUC Services Inc. be awarded as recommended. CARRIED.
- (i) **Property Tax Appeal – 254 Queen Street East**
The report of the City Tax Collector was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that pursuant to Section 354 of the Municipal Act, 2001, the adjustments to the tax account as outlined in the City Tax Collector's report of 2009 11 23 be approved and the tax roll be amended accordingly. CARRIED.
- (j) **City of Greater Sudbury Proposed "Workplace Fatalities Family Bill of Rights" #2009-251**
The report of the Commissioner of Human Resources was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Human Resources dated 2009 11 23 concerning City of Greater Sudbury Proposed "Workplace Fatalities Family Bill of Rights" #2009-251 be received as information; and further that the Commissioner of Human Resources prepare an appropriate resolution of support of the Sudbury resolution for Council's consideration at its next meeting. CARRIED.
- (k) **Cultural Advisory Board Community Recognition Award**
The report of the Manager of Recreation and Culture was accepted by Council.

5. (k) Moved by Councillor F. Fata
Seconded by Councillor T. Sheehan
Resolved that the report of the Manager of Recreation and Culture dated 2009 11 23 concerning 2009 Cultural Advisory Board Community Recognition Award be received as information and further that City Council expresses its congratulations to Webb Surround (the Webb Family), recipient of the 2009 Cultural Advisory Board Community Recognition Award, and to Valarie Horsepool and Matt Ceolin, recipients of Certificates of Achievement be approved. CARRIED.
- (l) **Essar Centre – Changes to the Memorial Wall**
The report of the Commissioner of Community Services was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Whereas the President of Royal Canadian Legion Branch 25 requested the City of Sault Ste. Marie to consider updating and improving the plaques in the lobby of the Essar Centre which honour Sault Ste. Marie soldiers who were killed in past wars (see attached); and
Whereas a report to City Council dated June 26, 2009 identified the cost to provide additional plaques for local soldiers who were killed in the Korean War (as well as protective railing) to be about \$15,000.00 and referred this to the 2009 Budget (see attached); and
Whereas since that time, Sault Ste. Marie has lost its first native son, Scott Vernelli, in the war of Afghanistan and he, too, should be appropriately recognized;
Now therefore be it resolved that the Essar Centre Working Committee be asked to work with Branch 25 to identify possible sources of funding which might be accessed to cover those items requested by the Legion to update the display in our Essar Centre. CARRIED.
- (m) **Biennial Aqueduct Inspection - 2009**
The report of the Director of Engineering Services was accepted by Council. The relevant By-law 2009-198 is listed under Item 10 of the Minutes.
- (n) **Municipal Landfill Site – (1) Methane Monitoring and Mitigation and the (2) Leachate Force main Flushing Project**
The report of the Land Development and Environmental Engineer was accepted by Council.

5. (n) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Land Development and Environmental Engineer dated 2009 11 23 concerning Municipal Landfill Site - (1) Methane Monitoring and Mitigation and (2) Leachate Force main Flushing Project be accepted and the recommendation that these two projects proceed at an estimated cost of \$180,000.00 with funds to come from the Landfill Reserve Account be approved. CARRIED.
- (o) **Connecting Link – Request for 2010 MTO Allocation**
The report of the Director of Engineering Services was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that the report of the Director of Engineering Services dated 2009 11 23 concerning Connecting Link - Request for 2010 MTO Allocation be accepted and the recommendation that Council accept the 2010 connecting link allocation request as information; and further that the design and contract administration for the rehabilitation of the two Root River bridges on Great Northern Road be awarded to the firm of M. R. Wright and Associates be approved. CARRIED.
- (p) **Class B Truck Route Designation – Fifth Line East**
The report of the Commissioner of Engineering and Planning was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Engineering and Planning dated 2009 11 23 concerning Class B Truck Route Designation – Fifth Line East be received as information and further that Council maintain the present Truck Route classification for Fifth Line be approved. CARRIED.
- (q) **Dog Control on Topsail Island**
The report of the Assistant City Solicitor was received by Council.

Moved by - Councillor F. Fata
Seconded by - Councillor T. Sheehan
Resolved that the report of the Assistant City Solicitor dated 2009 11 23 concerning Dog Control on Topsail Island be received as information.

Councillor L. Turco declared a pecuniary interest – spouse employed by Police Services.

5. (r) **Purchase of Property for Proposed West End Community Centre Redevelopment**
The report of the City Solicitor was accepted by Council. The relevant By-law 2009-195 is listed under Item 10 of the Minutes.
- (s) **A Request to Lift 1' Reserve at the end of Anita Boulevard, South of Northern Avenue – Conseil Scolaire Catholique du Nouvel-Ontario**
The report of the City Solicitor was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the City Solicitor dated 2009 11 23 concerning A Request to Lift 1' Reserve at the end of Anita Boulevard, South of Northern Avenue - Conseil Scolaire Catholique du Nouvel-Ontario be accepted and the recommendation that the City assume the 1' reserve located on Plan 3605 (Nyberg Subdivision) and further that the City obtain from the Board a turnaround easement for the Public Works and Transportation Department vehicles be approved. CARRIED.
- (t) **Garden River First Nation Ambulance Base**
The report of the Fire Chief was accepted by Council. The relevant By-law 2009-193 is listed under Item 10 of the Minutes.

Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that the report of the Fire Chief dated 2009 11 23 concerning Garden River First Nation Ambulance Base be accepted and the recommendation that the City proceed with this project as outlined in the report including an increase in current full-time EMS complement by four (4) paramedics be approved. CARRIED.
- (u) **Protocol for the Sharing of Information Between the Sault Ste. Marie Police Services Board and the Municipality of Sault Ste. Marie**
The report of the Chief of Police was accepted by Council. The relevant By-law 2009-194 is listed under Item 10 of the Minutes.

Councillor L. Turco declared a pecuniary interest – spouse employed by Police Services.
- (v) **Downtown Parking Committee Summary**
The report of the Manager Downtown Association on behalf of the Downtown Parking Committee was received by Council.

5. (v) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Manager Downtown Association on behalf of the Downtown Parking Committee dated 2009 11 23 concerning Downtown Parking Summary be received as information. CARRIED.

PART TWO – REGULAR AGENDA

REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (5) LEGAL

- (a) **Placing Question on the Ballot Regarding Store Openings on Boxing Day**
The report of the City Solicitor was received by Council. Written submissions concerning this matter were received by Council. The relevant By-law 2009-187 is listed under Item 10 of the Minutes.

Moved by Councillor S. Myers
Seconded by Councillor D. Celetti

Resolved that the question to the Vote of the Electors contained in By-law 2009-187 BE AMENDED to: "Are you in favour of retail establishments (stores) opening on December 26th (Boxing Day)? Yes ___ No ___". DEFEATED

Recorded Vote

For: Acting Mayor O. Grandinetti, Councillors B. Hayes, D. Celetti, S. Myers

Against: Councillors J. Caicco, L. Turco, F. Fata, T. Sheehan, S. Butland, F. Manzo, P. Mick

Absent: Mayor J. Rowswell

Councillor L. Tridico declared a pecuniary interest – family owns a retail business.

Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan

Resolved that the question to the Vote of the Electors contained in By-law 2009-187 as follows: "Are you in favour of retail business establishments (stores) being allowed to stay open on December 26th (Boxing Day)? Yes ___ No ___" be approved. DEFEATED

6. (5)
(a)

Recorded Vote

For: Councillors J. Caicco, L. Turco, T. Sheehan, S. Butland, P. Mick

Against: Acting Mayor O. Grandinetti, Councillors B. Hayes, D. Celetti, S. Myers, F. Fata, F. Manzo

Absent: Mayor J. Rowswell

Councillor L. Tridico declared a pecuniary interest – family owns a retail business.

Moved by Councillor T. Sheehan

Seconded by Councillor S. Myers

Resolved that Council RECONSIDER the amendment to the Boxing Day question on By-law 2009-187 put forward by Councillors Myers and Celetti. CARRIED.

Recorded Vote

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

Against: Councillor F. Manzo

Absent: Mayor J. Rowswell

Councillor L. Tridico declared a pecuniary interest – family owns a retail business.

Moved by Councillor S. Myers

Seconded by Councillor D. Celetti

Resolved that the question to the Vote of the Electors contained in By-law 2009-187 BE AMENDED to: "Are you in favour of retail establishments (stores) opening on December 26th (Boxing Day)? Yes ___ No ___". CARRIED.

6. (5) (a) Councillor L. Tridico declared a pecuniary interest – family owns a retail business.

6. (6) **PLANNING**

(a) **Application No. A-26-09-Z – Bill Huckson – 4 Cameron Avenue – Request to Rezone to Facilitate the Future Development of a Duplex Dwelling**

The report of the Planning Division was accepted by Council.

Moved by Councillor D. Celetti

Seconded by Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2009 11 23 concerning Application No. A-26-09-Z – filed by Bill Huckson – 4 Cameron Avenue be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from "R.2" (Single Detached Residential) zone to "R.3" (Low Density Residential) zone, and that the property is deemed subject to Site Plan Control, for storm water management purposes only be endorsed. CARRIED.

6. (8) **BOARDS AND COMMITTEES**

(a) **Sault Ste. Marie Physician Recruitment and Retention – Update and Budget**

The report of the Chair, Sault Ste. Marie Physician Recruitment and Retention Committee and the Manager of Finance and Audits was accepted by Council.

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the reports of the Chair, Sault Ste. Marie Physician Recruitment and Retention Committee and the Manager of Finance and Audits dated 2009 11 23 Sault Ste. Marie Physician Recruitment and Retention – update on the success of the Physician Recruitment Program this year, and a request to Council to consider additional municipal financial support for the recruitment of physicians to Sault Ste. Marie be accepted and the recommendation that Council approve only additional incentive payments to physicians for the 2009 Physician Recruitment Program to March 31, 2010 with funding from interest earned in the Hospital Reserve Fund be approved. CARRIED.

(b) **Sault Sports Council Funding Request**

The report of the Sault Sports Council was accepted by Council.

6. (8)
(b) Moved by Councillor B. Hayes
Seconded by Councillor L. Turco
Whereas Council will determine during 2010 budget deliberations a funding request of \$20,000.00 in ongoing support for the Sault Sports Council;
Now therefore be it resolved that Council endorse a one-time grant for \$7,000.00 in bridge financing with funds to come from the unforeseen expense account. CARRIED.
- Moved by Councillor F. Fata
Seconded by Councillor T. Sheehan
Resolved that the report of the Sault Sports Council dated 2009 11 23 concerning Sault Sports Council Funding Request be received as information; and further that the request for ongoing municipal financial assistance in the amount of \$20,000.00 annually, in addition to the in-kind services currently provided by the City (office space, office equipment and IT support) BE REFERRED to the 2010 Budget. CARRIED.
- (c) **Conferences and Major Special Events Committee – 2010 Finn Grand Fest and Dudley Hewitt Cup**
The report of the Chair, Conferences and Major Special Events Committee was accepted by Council.
- Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2009 11 23 concerning 2010 Finn Grand Fest and Dudley Hewitt Cup be accepted and the Committee recommendation that Council authorizes municipal financial support in the amount of \$10,000.00 for the Finn Grand Fest and in the amount of \$5,000.00 for the Dudley Hewitt Cup hockey tournament with funds to come from the 2010 Conferences and Major Special Events fund; and further that the 2010 fund balance in the amount of \$5,000.00 be put into reserve for future applications be approved. CARRIED.
7. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**
- (a) Moved by Councillor T. Sheehan
Seconded by Councillor P. Mick
Whereas City Council recently discussed the merit of implementing either a rotating "Acting Mayor" or rotating "Deputy Mayor";
Now therefore be it resolved that the City Clerk's Department and Legal Department report back to Council on defining the different roles and responsibilities for these two positions. (TABLED TO THE DECEMBER 7, 2009 COUNCIL MEETING) OFFICIALLY READ NOT DEALT WITH.

7. (b) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Whereas the tree planting program and budget has ostensibly been decreased to a non-effective level (\$6,000.00); and
Whereas a previous resolution (May 12, 2008) dealing with the Sault's "Tree Canopy" will deal specifically with commercial developments;
Be it resolved that Don Dzama, Maintenance Supervisor, Forestry/Horticulture or other appropriate staff be requested to make a presentation to Council and the Environmental Initiatives Committee on how best to enhance our present tree cover through budget increase, new technologies and possible innovative local concepts. CARRIED.
- (c) Moved by Councillor L. Tridico
Seconder Councillor J. Caicco
Whereas City Council is clearly committed to the development of a comprehensive hub trail system throughout our City for the non-motorized use on a four-seasons basis by our residents and visitors alike; and
Whereas the City continues to receive many positive comments about the completed portions of the hub trail, including the waterfront walkway; and
Whereas it is evident that the citizens of our community are very supportive not only of the continued development of the hub trail system, but also in providing appropriate levels of maintenance to the trails; and
Whereas City Council has included in its base budget, the sum of \$100,000.00 annually for the development and maintenance of these trails; and
Whereas there have been requests made to City Council in the past few years to consider plowing some of these trails for the non-motorized winter use by our residents, though supplementary amounts have not been approved in past budgets;
Now therefore be it resolved that City Council authorizes the plowing of the paved portion of the City's waterfront walkway this upcoming winter (at an estimated cost of about \$15,000.00), on a trial basis, to determine what damage, if any, would occur and how much use would be made of the walkway during this season, with a report being brought back to Council in the Spring of 2010, and further that the estimated cost to undertake such a trial project be funded from the \$100,000.00 amount which is included in the 2010 Budget for hub trail development and maintenance. CARRIED.
- (d) Moved by Councillor S. Myers
Seconded by Councillor P. Mick
Whereas to date in Sault Ste. Marie and Algoma district over 34,000 H1N1 injections have gone into arms at clinics located in Sault Ste. Marie and Algoma district, and over 12,000 more through other providers for a total of 46,000; and
Whereas related expenses up to the end of October have totalled over \$165,000 with costs such as computers, rentals of space, supplies, overtime salaries, part time staff, all of which will be reimbursed by the Ministry of Health, and 57 volunteers and 12 part-time nurses have been hired; and

7. (d) Whereas national media coast-to-coast have contacted Dr. Northan to tell the Sault Ste. Marie and Algoma success story of no line ups and short wait times; and
Whereas for the first time, an electronic data collection system was set up in all schools – collecting data that was reported to the province which saved precious time and resources; and
Whereas the Group Health Centre electronic booking system which has been used for about 7 years to book seasonal flu shots, enabled 4,000 – 5,000 bookings to be made daily for four days solid; and
Whereas 10 staff members from Algoma Public Health joined the Group Health Centre call centre and manned 10 additional phone lines noting the usual training period is two weeks; and
Whereas the Algoma Public Health staff began on the phones, working in step with Group Health Centre staff within one hour;
Now therefore be it resolved that a letter of sincere thank you be extended to Dr. Allan Northan and his staff who responded in an unprecedented call to action in partnership with Group Health Centre. CARRIED.

- (e) Moved by Councillor F. Fata
Seconded by Councillor L. Tridico
Resolved that the letter dated September 24, 2009 from Gerry DeGregorio, 244 Wallace Terrace requesting a NO PARKING sign only in front of his residence at 244 Wallace Terrace BE REFERRED to the Commissioner of Public Works and Transportation for followup as requested and report back to City Council. 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 D. Celetti
Seconded by Councillor T. Sheehan
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2009 11 23 be approved. CARRIED.

- (a) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-187 being a by-law for submitting to the vote of the electors a municipal question regarding store openings on Boxing Day (December 26th) pursuant to section 8.1(1)(b) of the Municipal Elections Act be passed in Open Council this 23rd day of November, 2009, AS AMENDED. CARRIED.

10. (a) Councillor L. Tridico declared a pecuniary interest – family owns a retail business.
- (b) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-190 being a by-law to adopt Amendment No. 168 to the Official Plan (Aggarwal) be passed in Open Council this 23rd day of November, 2009. CARRIED.
- (c) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-191 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 regarding lands located at Civic No. 1032 Great Northern Road (Aggarwal) be passed in Open Council this 23rd day of November, 2009. CARRIED.
- (d) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-192 being a by-law to amend Procedure By-law 99-100 be passed in Open Council this 23rd day of November, 2009. CARRIED.
- (e) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-193 being a by-law to authorize the execution of a tenancy agreement between the City and Garden River First Nation for the operation of an ambulance station for the provision of emergency medical services to the District of Sault Ste. Marie Social Services Administration Board catchment area be passed in Open Council this 23rd day of November, 2009. CARRIED.
- (f) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-194 being a by-law to authorize the execution of a protocol agreement between the City and The Sault Ste. Marie Police Services Board for the sharing of information (annual reports, business plan) as required by Provincial Adequacy Standards be passed in Open Council this 23rd day of November, 2009. CARRIED.

Councillor L. Turco declared a pecuniary interest – spouse employed by Police Services.

10. (g) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-195 being a by-law to authorize the City's acquisition of an approximately 1.8 acre parcel of land abutting the south limit of the McMeeken Centre Arena property, be passed in Open Council this 23rd day of November, 2009. CARRIED.
- (h) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-196 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 regarding lands located at 4 Cameron Avenue, be passed in Open Council this 23rd day of November, 2009. CARRIED.
- (i) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-197 being a by-law to designate the lands located at 4 Cameron Avenue an area of site plan control be passed in Open Council this 23rd day of November, 2009. CARRIED.
- (j) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that By-law 2009-198 being a by-law to authorize an agreement between the City and STEM Engineering Group Incorporated in connection with the inspection of the Fort Creek box culvert be passed in Open Council this 23rd day of November, 2009. CARRIED.
11. **QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON AGENDA**
- (a) Moved by Councillor F. Fata
Seconded by Councillor T. Sheehan
Resolved that Council shall now go into Caucus to:
1. discuss one proposed disposition of city property on Base Line; 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.

12.

ADJOURNMENT

Moved by Councillor F. Fata

Seconded by Councillor T. Sheehan

Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

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MEMBER COMMUNICATION

ALERT N°: 09/079

To the attention of the Clerk and Council
November 30, 2009

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

ALERT

Ministry of the Environment (MOE) Changes to Lead Sampling Requirements

Issue: MOE has amended O.Reg. 170/03 and O.Reg. 248/03 with regard to requirements for lead sampling in municipal systems and schools and day nurseries, respectively.

Background:

In 2007, the Ontario government required municipal drinking water systems, schools and day nurseries to undertake mandatory testing for lead in drinking water to ensure lead levels met the Ontario Drinking Water Standards.

Since that time, the testing undertaken has demonstrated that the vast majority of municipal and non-municipal residential drinking water systems, schools and day nurseries have met the standards. As a result, MOE has recently filed amended regulations under the Safe Drinking Water Act to clarify some of the requirements for testing and to introduce an automatic exemption for municipal drinking water systems serving under 50,000 people.

The exemption is available to these systems if:

- The system is already doing reduced sampling or if the system has been granted sampling relief by the Ministry; or
- Not more than ten per cent of plumbing samples over a complete year of sampling (winter and summer) have exceeded the standards.

The exemption is automatic once test results have been submitted to the Ministry and MOE approval is not needed. Distribution system samples are still required.

MOE has already alerted drinking water systems owners registered with the Ministry regarding the changes.

For further information, municipal officials are encouraged to contact the Ministry of the Environment's Public Information Centre at 416-325-4000 or 1-800-565-4923 or by email at picemail.moe@ontario.ca.

**Information on the amendments is also available at:
www.ontario.ca/drinkingwater.**

Action: Members are encouraged to use contact the Ministry of the Environment for more detailed information regarding the amendments. AMO will continue to keep members informed of developments in water policy and requirements.

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



Economic Development Task Force - Update

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To the attention of the Clerk,
Council, and Economic Development Staff

ALERT N°: 09/082
November 27, 2009

FedDev Ontario Applications Due December 1st

Introduction:

AMO's Economic Development Task Force met again on November 13, 2009 for the fourth time to continue the work of the group. Topics discussed at the meeting included:

Investment Readiness Certification

The Task Force explored the merits of an Investment Readiness Certification process for Ontario municipalities. Similar in scope to ISO 9001 (International Organization for Standardization) certifications for business, a similar process may help to achieve a number of objectives for municipalities and investors alike. Those include:

- Assisting municipal governments at being prepared to support new investment,
- Fostering inter-municipal cooperation to meet certification standards,
- Establishing investment ready best standards,
- Engaging the broader community in meeting certification and investment ready standards, and
- Assisting businesses and investors to easily review and understand a community's merits.

The Economic Developers Council of Ontario (EDCO) led the discussion and the Task Force is keen to pursue this initiative. The proposal is consistent with earlier recommendations made in two March 2008 reports. The first was prepared by the Ontario Chamber of Commerce and is titled, *Investment Ready Communities, Strategy Building Blocks Final Report*. The second is EDCO's *Local Economies in Transition Initiative Final Report*. The partnerships necessary for the success of the proposal will continue to be explored.

EDCO's presentation is available [here](#) and in the Economic Development Resources section of AMO's website.

Case Study: Pan Am Stadium, Hamilton – Brownfields Redevelopment

The City of Hamilton has recently purchased a former industrial site with the goal of revitalising one of its waterfront neighbourhoods. Following the success of the Toronto 2015, Greater Golden Horseshoe Pan Am Games bid, it is also the likely site of the Pan Am Games 2015 track and field competitions.

The presentation is available [here](#) and in the Economic Development Resources section of AMO's website.

Update: The Federal Economic Development Agency for Southern Ontario (FedDev Ontario)

The Task Force heard a detailed presentation regarding this new federal agency. FedDev Ontario is based in Kitchener and will administer a variety of funding programs designed to assist the southern Ontario economy and specifically communities, businesses, and non-profit organizations.

The agency will deliver a variety of programs including:

Economic Stimulus Programming

Community Adjustment Fund - CAF (Southern Ontario)
Recreational Infrastructure Canada - RInC (Ontario)

Existing Industry Canada Programming

Economic Development Initiative (Southern Ontario)
Community Futures Program (Southern Ontario)
Eastern Ontario Development Program (Eastern Ontario)
Ontario Potable Water Program (Ontario)

Infrastructure Canada Programming for Ontario

Building Canada Fund (Communities and Major Infrastructure Components)
Canada-Ontario Infrastructure Program
Canada Strategic Infrastructure Program
Canada-Ontario Municipal Rural Infrastructure Fund
Municipal Rural Infrastructure Fund Top-Up

Applications for the first phase of the Southern Ontario Development Program will continue to be accepted until December 1, 2009. During this phase up to \$55 million will be available for economic and community development projects submitted by municipalities, non-profits, and small and medium sized businesses. Funding inquiries should be directed to the Agency at 1-866-593-5505.

The presentation is available [here](#) and in the Economic Development Resources section of AMO's website.

How to get involved

Have a good idea your municipality would like to share? If your municipality has a practice or an idea which is a showcase for others, please pass it on.

The next Economic Development Task Force Update will be in early February.

For more information regarding the Task Force, please contact:

Matthew Wilson

AMO Senior Policy Advisor

416-971-9856 extension 323

Email: mwilson@amo.on.ca

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ALERT

MEMBER COMMUNICATION

ALERT N°: 09/080

To the attention of the Clerk and Council
November 26, 2009

FOR MORE INFORMATION CONTACT:
Milena Avramovic, AMO Senior Policy Advisor
(416) 971-9856 ext 342

Proposed Organics Guidelines

Issue: The Ministry of the Environment has issued proposed draft compost guidelines for consultation.

Background:

The Ministry is proposing to update the *Interim Guidelines for the Protection and Use of Aerobic Compost in Ontario* (2004) to include the most up-to-date best management practices and standards. It will include guidance for facility siting, design, equipment use and operation procedures including feedstock control and odour prevention. Most importantly, it includes the following three new compost categories:

Category AA – Ontario's current compost standard, which is the highest quality compost product, and the strictest standard in Canada.

Category A – Category A would be the same as AA in almost all regards, except it would allow slightly elevated levels of zinc and copper in the finished compost and would allow biosolids that meet the feedstock metal standards to be used as feedstock.

Category B – Category B would allow higher levels of metal in the finished compost than Category A, and would also allow biosolids that meet the feedstock metal standards to be used as feedstock.

The Ministry also proposes to amend Regulation 347 under the Environmental Protection Act to establish an exemption from the definition of "waste" for Category AA materials and for Category A material provided it meets quality standards and labeling requirements.

A number of complimentary amendments are also proposed to Regulation 267/03 related to "non-agricultural source material" and "agricultural source material".

The proposal has been posted for 60 days for comments until January 23, 2010.

MOE will be conducting additional stakeholder consultation sessions in the following locations:

London	–	December 14, 2009 (1:30-4:30 p.m.)
Toronto	–	December 15, 2009 (1:00-4:00 p.m.)
Ottawa	–	December 16, 2009 (1:00-4:00 p.m.)

To view the entire proposal:

<http://www.ebr.gov.on.ca/ERS-WEB-External/displaynoticecontent.do?noticeId=MTA2NTgz&statusId=MTU5OTIw&language=en>

Action: For your information.



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5(a)

ALERT

MEMBER COMMUNICATION

ALERT N°: 09/081

To the attention of the Clerk and Council
November 26, 2009

FOR MORE INFORMATION CONTACT:
Matthew Wilson, AMO Senior Policy Advisor
(416) 971-9856 ext 323

Advocacy for OMPF and OMPF Mitigation Funding for 2010

Issue: Municipal governments in Ontario are still waiting to hear about OMPF allocations for 2010 and about whether OMPF Mitigation Funding will be provided again in 2010.

Background:

As the end of 2009 approaches, AMO and municipalities are seeking timely information of about 2010 OMPF allocations, which should reflect the 2010 planned uploads and any pressures related to Ontario Works caseload growth. In addition, is the question of OMPF Mitigation Funding for next year.

The issue of 2010 OMPF Mitigation Funding is of particular concern. As Treasurers and Councils are aware, OMPF Mitigation Funding (also known as the stable funding guarantee) was introduced in 2005 when the Ontario Municipal Partnership Fund replaced the Community Reinvestment Fund.

Each year since 2005, OMPF Mitigation Funding has been provided – on a “one-time” basis – to municipalities that would otherwise have received reduced financial assistance under the OMPF. While the OMPF Mitigation Funding has always been characterised by the province as “one-time only”, it has been provided in each year since 2005. While there was a significant risk that OMPF Mitigation would not be provided in 2009, AMO was successful in securing it again for 2009 as part of the Provincial Municipal Fiscal and Services Delivery Review. AMO advised members then that it would require a new effort to secure it again for 2010.

AMO and member municipalities affected by OMPF Mitigation Funding have been advocating strongly for OMPF Mitigation Funding to be provided again in 2010. AMO estimates that if it is not provided next year, more than 160 municipalities will see funding reductions – some, as much as hundreds of dollars per household.

During late summer and fall, AMO staff has contacted CAOs or Treasurers in every potentially affected municipality to ensure they understand that OMPF funding is at risk for 2010 and to ensure that municipal CAOs and treasurers have the information they need to support Council advocacy with local MPPs.

The local efforts of AMO members are an important part of advocacy to secure the 2010 OMPF Mitigation Funding. The potential loss of \$60M to \$70M in provincial support for municipalities across Ontario would dramatically undermine the financial stability of Ontario communities, result directly in significant property tax increases in 2010, and further undermine efforts to restore competitiveness and prosperity to Ontario.

Action: AMO will continue to advocate strongly with the Province to preserve OMPF Mitigation Funding for 2010.



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ALERT

MEMBER COMMUNICATION

ALERT Nº: 09/078

To the attention of the Clerk and Council
November 24, 2009

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

Second Application Period for 2009-10 Ontario Drinking Water Stewardship Program is now open

Issue: The Ministry of the Environment (MOE) has launched the second and final application period for the 2009-10 Ontario Drinking Water Stewardship Program (ODWSP). Applications are due by the **end of the day, December 15, 2009**.

Background:

Requests for grant proposals and associated applications for the Education and Outreach, Special Projects, and Early Actions components of the ODWSP are posted on the ministry's website at www.ontario.ca/cleanwater. Municipalities are encouraged to visit the website and apply for financial assistance to carry out projects that will protect Ontario's drinking water supplies.

The ODWSP, established by the *Clean Water Act, 2006* (the "Act"), provides financial assistance to eligible persons and groups interested in taking immediate actions to protect their sources of municipal drinking water supplies.

This year, \$7 million in financial assistance was available for the following key areas:

- Education and Outreach
- Special Projects, and
- Early Actions.

A fund of \$2 million remains available for grants in this second application period.

For specific application and project requirements under each of the three components of the ODWSP, please refer to the Requests for Grant Proposal located on the Ministry's website.

Due to draft assessment reports being prepared by source protection committees beginning the process of finalization, changes will be made to the ODWSP in 2010-11 to focus on addressing significant drinking water threats that are identified in these reports and to those individuals and businesses that agree to take early measures to respond to the identified significant threat and to reduce the risk to our drinking water supplies. It is anticipated that a new ODWSP component, called Early Response will be introduced in spring 2010. **As a result, MOE informs AMO that this current application period will be the last opportunity to apply for Early Action and Education and Outreach funds.** These components will be phased out after December 15, 2009.

For further information on ODWSP please contact SourceProtectionFunding@ontario.ca

Action:

AMO will continue to monitor source protection issues and inform members.

From Waste to Worth: the Role of Waste Diversion in the Green Economy

INVITATION TO A MUNICIPAL STAKEHOLDER CONSULTATION

Dear Sir/Madam:

I am writing to invite you to participate in the next stage of Ontario's review of the Waste Diversion Act.

We are looking for your feedback on the proposals contained in the Minister's Report ***From Waste to Worth: the Role of Waste Diversion in the Green Economy***. These proposals reflect what we heard through our previous consultations and will form the basis for a revised waste diversion framework in Ontario.

This consultation provides municipalities with an opportunity to share with the Ministry your perspectives on the proposals in the Minister's Report.

You are invited to participate in one of the following sessions:

THUNDER BAY

Friday, December 11th, 2009
8:30 AM – 12:30

West Thunder Community Centre, Room 1
915 South Edward Street
Thunder Bay, Ontario P7E 6R2

LONDON

Monday, December 14th, 2009
8:30AM – 12:30

London Civic Gardens, Birch Room
645 Springbank Drive
London, Ontario N6K 4T1

OTTAWA

Thursday, December 17th, 2009

8:30 AM – 12:30 PM

City Hall - Colonel By Room, 2nd Floor
110 Laurier Avenue West
Ottawa, Ontario K1P 1J1

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You can RSVP by email to: moe.wda.review@ontario.ca or by calling our registration line at 416-314-4351. Please RSVP by Wednesday December 2, 2009.

When you register, please provide the following information:

- Name
- Municipality
- Position title
- E-mail address and telephone number

I encourage you to read the Minister's report on the WDA review in advance of the meeting. It is available at www.ebr.gov.on.ca (registry number 010-8164).

We look forward to collaborating with you on this important initiative. Your participation and feedback is greatly appreciated.

Sincerely,

ORIGINAL SIGNED BY

John Vidan
Director
Waste Management Policy Branch
Ontario Ministry of the Environment



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

5(a)
ALERT

MEMBER COMMUNICATION

ALERT N°: 09/083

To the attention of the Clerk and Council
December 1, 2009

FOR MORE INFORMATION CONTACT:
Petra Wolfbeiss, AMO Senior Policy Advisor
(416) 971-9856 ext 329

AMO Recognizes the Need for Affordable Access to Recreation for Ontarians

Issue:

At their recent meeting, the AMO Board of Directors supported the recommendations of the Policy Framework for Affordable Access to Recreation for Ontarians. AMO will now seek commitment from the provincial and federal governments to move this important policy ahead.

Background:

AMO is supporting what many Ontarian's identify as one of the highest valued services delivered by municipalities -- recreation.

Building on research demonstrating the benefits of recreation for low income families, the Ontario Task Group on Access to Recreation developed a policy framework and approach to creating local access policies that reflect both community need and capacity.

The Task Group, comprised of numerous stakeholder groups and government representatives, developed a vision supported by policy objectives and strategic considerations to guide decision makers in creating and promoting local access policies that promote the understanding that everyone should have access to affordable recreation in their community in order to enjoy the health and social benefits, and to improve their prospects for a better future.

Municipal engagement in providing access to recreation for low income families can also benefit the taxpayer. Research clearly demonstrates that recreation improves the prospects of a person's mental and physical health, which leads to greater financial independence and benefits to the taxpayer. Local communities are encouraged to implement access policies in a manner that responds to both local needs and capacities.

But municipalities cannot go it alone in providing this important service. AMO's advocacy goal is for the provincial and federal governments to assist communities and citizens through formal policies and funding.

Action: AMO will advise the provincial government of its support for affordable access policies and seek provincial support and commitment to moving forward on this policy. AMO will also request a commitment from the federal government to increase access to recreation for Ontarians.

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

Charting Your Future

The skills you need to navigate the world of municipal government.

2010 AMO Training & Development Series



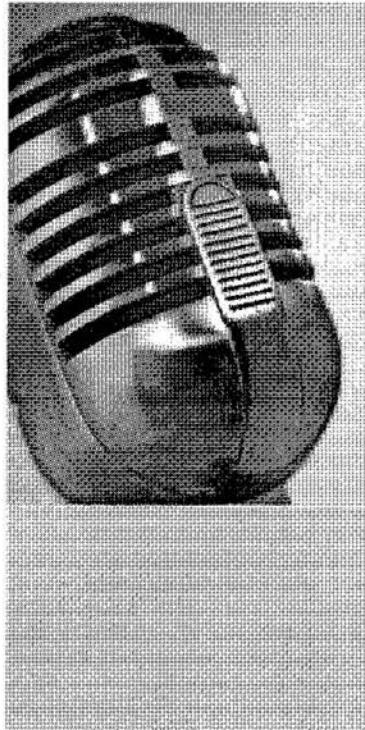
In this Guide

- Media & Communications
- Council Challenges in 2010
- The Meetings Series
- Heads of Council Training
- Registration Form

AMO is proud to present its guide to upcoming trainings, workshops and Conferences.

The workshops and sessions in this guide are open to all municipal elected officials and staff. AMO is also able to provide any of the workshops listed as in-house sessions developed and personalized for your municipality, and can be opened up to include Council Members, Municipal Staff, Committees, Boards and Chairs.

Contact Special Events at events@amo.on.ca or at (416) 971-9856



Media & Communications Training

AMO brings to you a new Media and Communications program this Fall. This full-day course will cover content such as:

- Communicate complex information in plain language
- Craft and deliver messages that stick
- Handle difficult conversations
- Pursue media relations more effectively (good news or bad)
- Hold practical, effective public consultations
- Manage communications better as a team
- Practical media relations objectives
- What makes news and why
- Understanding different types of media and reporters
- How best to manage issues and media inquiries (individually and organizationally)

While this session is designed with municipalities in mind, the content is broadly applicable. AMO members are welcome to encourage other public agencies, or to invite local businesses or business associations to participate. Group rates are available for municipalities that want to use these sessions as community development opportunities.

About the Facilitator:

These sessions are being designed and delivered by Brian Lambie, Principal of Redbrick Communications. As AMO's primary media contact, Brian deals with media on a daily basis, taking calls from the most senior reporters at Queen's Park to the most inexperienced reporters at your local newspaper. He has trained hundreds of public and private sector officials in the past decade and is a popular conference speaker. His clients include municipalities, Ontario government ministries and private companies.

Dates and Locations:

Location	2010
Thunder Bay: Travelodge Airlane	May 4
North Bay: Best Western North Bay	May 6
Kingston: Radisson Kingston	June 1
London: Four Points Sheraton	Apr 30
Toronto: AMO offices	Feb 24*
Windsor: Caesar Windsor	Aug 19*

* The Toronto session will be post the ROMA/OGRA Conference, and the Windsor session will be post the AMO Annual Conference.

All sessions will be full-day sessions (9:00 am - 4:00 pm EST) with registration at 8:30 am and lunch provided.

Council Challenges in 2010

Discover what lies ahead in 2010, and prepare yourself for the challenges. This session will explore topics such as:

- The impacts of FASB accounting changes on budgets and reporting from a Councillor's perspective
- The new Federal Gas Tax reporting requirements in 2010
- Lame Duck Council Provisions
- Succession Planning
- Staff Roles and Responsibilities
- Signs of a Dysfunctional Council
- Municipal Conflict of Interest Update
- Planning for the Next Term of Council
- ..and more.

About the Facilitators:

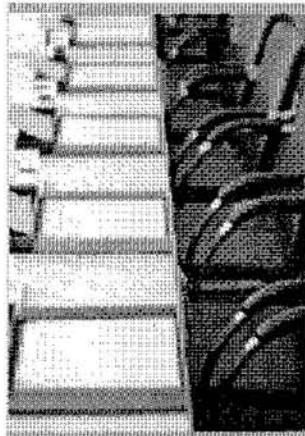
Fred Dean is a municipal solicitor who acts exclusively for municipalities and municipal associations in Ontario. He is also the chair of the Question Box panel at the ROMA/Ontario Good Roads Conference each February. Fred is the former City Solicitor for Sudbury. He now serves local government by giving advice to municipal officials across Ontario.

Nigel Bellchamber is a private consultant who has provincial ministries, municipalities, special purpose bodies and municipal associations as his clientele. Nigel's municipal experience includes CAO positions in both Huron and Middlesex Counties and his last municipal position was as Commissioner of Finance and Administration, and City Treasurer for the City of London. He is a frequent presenter at municipal conferences and workshops and currently serves as the part time General Manager for the Ontario Municipal Administrators Association.

Dates and Locations:

Location	Dates
Kingston: Radisson Kingston	Jan 13
Peterborough: Best Western Otonabee	Jan 15
North Bay: Best Western North Bay	Jan 20
Orillia: Mariposa Inn	Jan 22
Thunder Bay: Travelodge Airlane	Jan 26
London: Four Points Sheraton	Jan 29

All sessions will be full-day (8:30 am – 4:30 pm EST) sessions with registration at 8:00 am and lunch provided.



The Meetings Series

"Countless" was how one councillor described the number of hours spent in meetings! How might we improve this response? You need to understand the rules if you expect to be effective in achieving your goals on council in a timely way.

This workshop will provide practical advice specific to Heads of Council, members of council, Municipal Clerks and Administrators on a variety of topics relating to council, committee and local board meeting procedures.

Members of council expect the Clerk to be the expert on parliamentary procedure.

But it is not appropriate to count on the Clerk to guide every meeting. Members and the Head both must all be knowledgeable and confident in the rules governing meetings.

It will explore the elements of a successful meeting. It will provide you with the tools to find answers to your procedural questions. This is a hands-on workshop where you will participate and be asked to share your experience and expertise. We will all benefit from this shared wisdom and the practical information presented.

About the Facilitators:

Fred Dean is a municipal solicitor who acts exclusively for municipalities and municipal associations in Ontario. He is also the chair of the Question Box panel at the ROMA/Ontario Good Roads Conference each February. Fred is the former City Solicitor for Sudbury. He now serves local government by giving advice to municipal officials across Ontario.

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Dates and Locations:

Location	2010
Kingston: Radisson Kingston	Jan 14
Peterborough: Best Western Otonabee	Jan 16
North Bay: Best Western North Bay	Jan 21
Orillia: Mariposa Inn	Jan 23
Thunder Bay: Travelodge Airlane	Jan 27
London: Four Points Sheraton	Jan 30

All sessions will be full-day sessions (9:00 am to 4:30 pm EST) with registration at 8:30 am and lunch provided.

Heads of Council Training



Heads of Council Training

Explore what leadership requires on a daily basis and in a crisis. Join fellow Heads of Council for a one-day training session exploring:

- Leadership styles
- Leading from influence rather than authority
- Situational management
- Effective Public speaking techniques
- Media relationship management
- Intergovernmental relations
- Networking

Heads of Council Forum

The Heads of Council Forum will be repeated with new, updated material. This Leadership Forum will provide for continuing dialogue amongst Heads of Council, and will include an update on current issues, including strategic financial topics. The Forum will also allow for discussion amongst peers regarding problems, which are specific to their circumstances as heads of council.

Fred Dean and Nigel Bellchamber will facilitate these sessions.

Dates and Locations:

Location	All sessions will be full-day sessions (8:30 am to 4:30 pm EST) with registration at 8:30 am and lunch provided.	
	Heads of Council Training	Heads of Council Forum
Toronto*: AMO Offices	Feb 20	Feb 21
London: Four Points Sheraton	Nov 27	
Windsor**: Caesars Windsor	Aug 14	Aug 15
Kingston: Radisson Kingston	Nov 19	
Peterborough: Best Western Otonabee	Nov 20	
Thunder Bay: Travelodge Airlane	Nov 25	
North Bay: Best Western North Bay	Dec 3	
Orillia: Mariposa Inn	Dec 4	

* Toronto sessions are prior to the ROMA/OGRA Conference

** August sessions are prior the AMO Annual Conference



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Registration Form

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration.
Please fax registration form to (416) 971-6191

First Name		Last Name
Title	Municipality	
Address		
City	Province	Postal Code
Phone	Fax	E-mail

Using the Course Calendar below please check off the courses, which you wish to attend:

LOCATION	Media & Communications	Council Challenges in 2010	Meetings Series	Heads of Council Training	Heads of Council Forum
COST	\$367.50 (\$350 + 5% GST)	\$367.50 (\$350 + 5% GST)	\$367.50 (\$350 + 5% GST)	\$472.50 (\$450 + 5% GST)	\$315.00 (\$300 + 5% GST)
Toronto	<input type="checkbox"/> Feb 24			<input type="checkbox"/> Feb 20	<input type="checkbox"/> Feb 21
Windsor	<input type="checkbox"/> Aug 19			<input type="checkbox"/> Aug 14	<input type="checkbox"/> Aug 15
Kingston	<input type="checkbox"/> June 1	<input type="checkbox"/> Jan 13	<input type="checkbox"/> Jan 14	<input type="checkbox"/> Nov 19	
Peterborough		<input type="checkbox"/> Jan 15	<input type="checkbox"/> Jan 16	<input type="checkbox"/> Nov 20	
Thunder Bay	<input type="checkbox"/> May 4	<input type="checkbox"/> Jan 26	<input type="checkbox"/> Jan 27	<input type="checkbox"/> Nov 25	
North Bay	<input type="checkbox"/> May 6	<input type="checkbox"/> Jan 20	<input type="checkbox"/> Jan 21	<input type="checkbox"/> Dec 3	
Orillia		<input type="checkbox"/> Jan 22	<input type="checkbox"/> Jan 23	<input type="checkbox"/> Dec 4	
London	<input type="checkbox"/> Apr 30	<input type="checkbox"/> Jan 29	<input type="checkbox"/> Jan 30	<input type="checkbox"/> Nov 27	

PAYMENT: Registration forms CANNOT be processed unless accompanied by proper payment.
Total amount to be remitted: \$ _____

Payment Method: Cheque Payable to: Association of Municipalities of Ontario
200 University Ave, Suite 801, Toronto, ON., M5H 3C6

MasterCard Visa

Card # _____

Name on Card _____

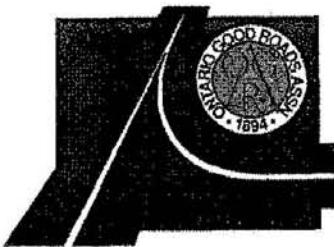
Expiry Date _____

Signature _____

Refund Policy: Cancellations must be made in writing and received by AMO 14 days prior to the date of the selected seminar. An administration fee of \$ 50.00 + 5% GST (\$52.50) will apply.

Registration enquiries can be made to: AMO Events at 200 University Avenue, Suite 801, Toronto, Ontario M5H 3C6,
via telephone (416) 971-9856, fax (416) 971-6191 or e-mail events@amo.on.ca

5(a)



Working for Municipalities

**ONTARIO
GOOD ROADS
ASSOCIATION**

6355 KENNEDY ROAD, UNIT 2
MISSISSAUGA, ONTARIO L5T 2L5
TELEPHONE: 905-795-2555
FAX: 905-795-2660
www.ogra.org

December 2, 2009

To the Head & Members of Council:

Re: Report of the OGRA Nominating Committee

The OGRA Nominating Committee met on November 18, 2009 and recommended a slate of candidates to the Board of Directors. The Board at its meeting of November 20, 2009 adopted the report as presented. The recommended slate is as follows:

Northern Zone

Rick Champagne, Councillor
Township of East Ferris

Alan Korell, Managing Director/City
Engineer,
City of North Bay

Southwest Zone

Tom Bateman, County Engineer
County of Essex

John Parsons,
Division Manager, Transportation &
Roadside Operations
City of London

Joanne Vanderheyden, Deputy Mayor
Township of Strathroy-Caradoc

South Central Zone

Damian Albanese, Director, Transportation Div. Dave Fawcett, Deputy Mayor,
Region of Peel Municipality of Grey Highlands

Southeast Zone

Craig Davidson, CAO/Clerk-Treasurer
Municipality of Hastings Highlands

Steve Desroches, Councillor
City of Ottawa

Ken Hill, Mayor
Township of Russell

Toronto

Robert Burlie, Manager, Road Operations
City of Toronto

Mark Grimes, Councillor
City of Toronto

5(a)

The above slate of candidates will be ratified at the Annual Meeting in February. If any municipal member would still like to put their name forward for a position on the Board of Directors they must fill out and return the attached Nomination Form. All nominations must be postmarked or received by fax or e-mail no later than December 31, 2009 and sent to:

David A. Leckie, Chair
Nominating Committee
6355 Kennedy Road
Unit 2,
Mississauga, Ontario
L5T 2L5

Please be advised that if any additional nominations are received by the deadline noted that an election will be required at the OGRA/ROMA Annual Conference.

Any questions regarding the Nomination process or serving on the Board of Directors can be directed to the undersigned at joe@ogra.org.

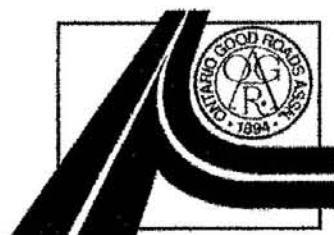
Yours truly,



J. W. Tiernay,
Executive Director

c. David A. Leckie, Chair, Nominating Committee

5(a)



Working for Municipalities

**ONTARIO
GOOD ROADS
ASSOCIATION**

6355 KENNEDY ROAD, UNIT 2
MISSISSAUGA, ONTARIO
L5T 2L6
TELEPHONE 905-795-2555
FAX 905-795-2660

NOMINATION/CONSENT FORM

Please Print

Candidate for 2010-2011 OGRA Board of Directors

Name	Position	Municipality
------	----------	--------------

Nominated by

Name	Position	Municipality
------	----------	--------------

Seconded by

Name	Position	Municipality
------	----------	--------------

Candidate's Consent

Candidate's Signature	Date
-----------------------	------

This form must be received by fax 905-795-2660, e-mail (joe@ogra.org) or mail to Unit 2, 6355 Kennedy Road, Mississauga, Ont. L5T 2L5 to the attention of David Leckie, Chair of the Nominating Committee, by 4:00 p.m. on December 31, 2009.

5(b)



THE CORPORATION OF THE
CITY OF ST. CATHARINES

BRIAN McMULLAN
MAYOR

Box 3012, 50 Church Street,
St. Catharines, Ontario, Canada L2R 7C2
Tel: 905-688-5600 www.stcatharines.ca

November 24, 2009

Prime Minister Stephen Harper
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister Harper,

On behalf of St. Catharines City Council, I would like to express our support for the Private Members Bill introduced by Welland MP Malcolm Allen asking that the Royal Canadian Legion be exempt from GST on purchases of red lapel poppies.

The poppy has come to represent our respect for the sacrifices made by the men and women who have served our country and sacrificed their lives to protect our freedoms. The sale of poppies every November is a critical fundraising tool for the Royal Canadian Legion who use the money collected to support veterans and their families.

By charging 5 per cent GST on the purchase of poppies, a tax that can not be recouped through the donation box, the federal government is inadvertently having a negative impact on the services offered to veterans.

St. Catharines City Council urges you to support veterans, their families and the Royal Canadian Legion by removing the 5 per cent GST charged on poppies.

Thank you for considering this request.

Best regards,

Brian McMullan
Mayor

Cc Malcolm Allen MP
 Rick Dykstra MP

Jim Bradley MPP
Peter Kormos MPP

DISCLAIMER

This material is provided under contract as a paid service by the originating organization and does not necessarily reflect the view or positions of the Association of Municipalities of Ontario (AMO), its subsidiary companies, officers, directors or agents.



The Corporation of the Township of Madawaska Valley
85 Bay Street / PO Box 1000
Barry's Bay, ON K0J 1B0
Ph: 613-756-2747 / Fax: 613-756-0553
info@madawaskavalley.on.ca

5(b)

Moved by: Bonnie Mask
Seconded by: Sylvie Yantha

November 25, 2009

WHEREAS the Township of Madawaska Valley as the owners of Barry's Bay Water Treatment Plant is legislated under the Safe Drinking Water Act to provide safe clean drinking water for their users in accordance with provincial standards and for satisfying due diligence;

AND WHEREAS the Provincial Government is responsible for setting standards, monitoring municipal performance, and enforcing compliance with provincial standards and regulations;

AND WHEREAS as a municipality we are governed by the Municipal Act which mandates rates for the water and wastewater service to be paid by the users of the system;

AND WHEREAS there is only 660 users of the Barry's Bay Water Treatment Plant;

AND WHEREAS subsequent to Walkerton and the delivery of the Report of the Walkerton Inquiry that members of council and senior staff are to be held to a Statutory Standard of Care that requires the exercise those persons to act honestly, and in good faith with a view of the protection of the safety of the consumer, and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;

AND WHEREAS a municipal government cannot operate in a deficit position although both other senior levels of government are afforded that luxury;

AND WHEREAS the Safe Drinking Water Act requires the municipality to report a full cost of water services and a full cost recovery plan for approval by the Minister;

AND WHEREAS the legislation requires that a municipality allocate for life cycle costs for water infrastructure and in effect the users are paying for any debt from the old plant, the present plant and set aside money for the future plant;

THEREFORE BE IT RESOLVED that it is the position of the Township of Madawaska Valley is to petition the Province of Ontario to financially assist municipalities to pay for those legislated province requirements including a financial plan and the required operational plan;

BE IT FURTHER RESOLVED THAT the Province of Ontario financially assist all municipalities in the Province of Ontario so that water users in the Province of Ontario pay the same amount for a cubic metre for clean, safe drinking water;

AND THAT this resolution be directed to the Premier of Ontario, Hon. John Gerretson, Minister of the Environment, and to the Association of Municipalities of Ontario.

DISCLAIMER

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5(b)



The Corporation of the Township of Madawaska Valley
85 Bay Street / PO Box 1000
Barry's Bay, ON K0J 1B0
Ph: 613-756-2747 / Fax: 613-756-0553
info@madawaskavalley.on.ca

MOVED BY: Bonnie Mask

SECONDED BY: Sylvie Yantha

#29-1102-09

WHEREAS every property owner in the Province of Ontario has received an updated Property Assessment Notice indicating their updated assessed value in the fall of 2008; *and*

AND WHEREAS the Government of Ontario has introduced Bill 187 on March 22, 2007 which has included changes including the change of the assessment cycle from an annual update to a four-year cycle for the years 2009, 2010, 2011 & 2012 based on a valuation dated of January 1, 2008; *and*

AND WHEREAS the residential property owners in the Township of Madawaska Valley are seeing an average of 11.22% increase in their assessment (the second highest in Renfrew County including the separated Town of Pembroke) knowing that there has been a dramatic drop in the local real estate market; *and*

AND WHEREAS under the roles, responsibilities and relationships identified by MPAC, it is up to the Province of Ontario to make any changes with regard to the legislation of assessments and the municipalities are only allowed to tax based on the assessment provided by the province; *and*

NOW THEREFORE BE IT RESOLVED THAT the Township of Madawaska Valley hereby requests that the Province of Ontario change the legislation of assessment back to values of 2008, a more realistic value for property owners based on the current market and a more realistic value for a tax rate to be based on and also, back to a one year annual assessment better to react to a current real estate market; *and*

FURTHER TO THIS, legislation be drafted to recognize the significant tax burden carried by those owners of waterfront properties who may be forced to sell their homes due to the unrealistic assessed value provided for their homes; *and*

FURTHER TO THIS, this resolution is directed to Premier McGuinty, Minister of Revenue and all municipalities in the Province of Ontario.

CARRIED.

DISCLAIMER

This material is provided under contract as a paid service by the originating organization and does not necessarily reflect the view or positions of the Association of Municipalities of Ontario (AMO), its subsidiary companies, officers, directors or agents.

5(b)

Donna Irving

From: Ministry of Energy and Infrastructure [info.mei@ontario.ca]
Sent: November 24, 2009 10:09 AM
To: Donna Irving
Subject: Ministry of Energy and Infrastructure News



Ministry of Energy and Infrastructure

Tracking Ontario's Infrastructure Stimulus Projects Online

McGuinty Government Provides Greater Transparency, Accountability

November 23, 2009

NEWS

A new website will allow Ontario residents and businesses to track the progress of recently announced infrastructure stimulus projects in their community and across the province.

The new infrastructure website offers greater transparency and accountability to Ontario residents regarding federal-provincial infrastructure stimulus funding by highlighting the provincial contribution towards projects, tracking construction progress and providing regular updates on new investments.

Some features of the website include:

- Maps of the province showing projects by community,
- Job creation and investment in communities,
- Project search tools, including a postal code search,
- A "by the numbers" section that provides details on the government's infrastructure investments by program,
- A 'feature projects' section highlighting projects across the province,
- Links to project news releases, and
- Videos, pictures, and webcams.

The Governments of Canada and Ontario have been investing close to \$11 billion in joint funding for more than 2,600 infrastructure projects across the province since February to stimulate the economy and create jobs.

QUOTES

5(b)

"Ontarians now have a powerful on-line tool to help them locate stimulus infrastructure projects across the province and in their neighbourhoods. The site will also help enable greater transparency and accountability in our stewardship of stimulus infrastructure spending."

— Gerry Phillips, Minister of Energy and Infrastructure

QUICK FACTS

Ontario's two-year, \$32.5-billion investment will create and support an estimated 146,000 jobs in 2009–10 and 168,000 jobs in 2010–11 across Ontario.

LEARN MORE

Interested in finding out more about a project near you? Check out Ontario's new infrastructure website.



Recycling
Council of
Ontario



Sarah Mills
Recycling Council of Ontario
215 Spadina Ave. #225
Toronto, Ontario M5T 2C7

October 16, 2009

City of Sault Ste. Marie
128 Sackville Road
Sault Ste. Marie, ON P6B 4T6

Dear Councillor Steve Butland,



On behalf of the Recycling Council of Ontario (RCO) I want to thank you and the City of Sault Ste. Marie for its incredible commitment to the "Shopper Loyalty Reusable Bag Pilot Project". Sault Ste. Marie has again shown itself to be a leader on important environmental issues.

In 2007, RCO partnered with the Ministry of Environment (MOE) and the City of Sault Ste. Marie to investigate the opportunity to reduce the number of single-use plastic bags in the market place – out of this the Shopper Loyalty Project was born. The program was part of a broader initiative between MOE, RCO, Canadian Council of Grocery Distributors, Canadian Independent Grocery Association, and Environment & Plastics Industry Council to reduce the use of single-use plastic bags by 50% by 2012.

The purpose of the pilot project was to learn:

- What actions or initiatives would encourage consumers to get reusable bags when they shop?
- What actions or initiatives would result in consumers bringing back and using their reusable bag/s when they shop?
- How many single-use bags are taken out of circulation when reusable bags are used in their place?

The project successes are many and they include:

- Project development – It took significant collaboration, research and planning for the project to be developed.
- The creation and work of the Launch Committee – The creativity and work of the Committee was vital to building the awareness and credibility of the pilot project.
- The September 12th launch – The launch of the pilot was well attended by local residents, businesses, students, city officials and the media.
- The school contest – 18 schools participated, representing 4783 students and their families. Their participation alone resulted in the recycling of 225,000 single-use plastic bags and use of approximately 26,100 less single-use bags were used over a three month time frame.
- Retailer Participation – In total, 57 retailers participated in the pilot. Many of them ran special promotions during the pilot projects to increase awareness.
- **Reduction in single-use bag use** – Most participating retailers reported a definite increase in the use of reusable bags, and a resulting decrease in the usage of single-use bags. Several retailers saw a 50% decrease in the number of single-use bags they gave out as a result of the concentrated focus on reusable bag use.

The key findings and conclusions from the pilot are listed below.

Bag Reuse Awareness

On-going awareness and reminders about bag reuse are important. Messages should be a combination of in-store, parking lot and print, television and media promotions. The messages should also be reinforced at school and in the workplace. Any bag reuse campaign would benefit from a coordinated and recognizable brand.

Staff /Customer Communication

Retail staff/cashier should be trained and reminded not to automatically handout single-use bags. The cashier should ask each customer if they have brought their own reusable bags or other container.

Getting Reusable Bag

Shoppers appreciate receiving reusable bags for free, however they are prepared to pay for them if they are economically priced (eg. less than \$2). Shoppers will consider purchasing more expensive bags, but in these instances the attractiveness of the bag has increasing importance.

Incentives vs. Disincentives vs. neither

A disincentive, in this case charging for single-use bags, was more effective at reducing single-use bag use than doing nothing or offering incentives.

Building Shopper Loyalty

Reusable bags can be used creatively by retailers to build shopper loyalty through coupons, points or discounts for shoppers that use reusable bags.

Saving Money, Making Money

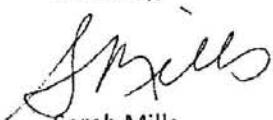
By encouraging bag reuse, retailers can reduce the number of single-use plastic bags they give away which directly saves them money. Retailers can also sell reusable bags for a profit.

Reusable Bags/Containers As Marketing Tools

Reusable bags can help to build brand awareness. A customer will use a well designed, attractive, logoed bag for many years, beyond just shopping, giving the retailer potentially years of exposure.

Thanks again for being a willing and committed partner to this initiative. It was a pleasure working with you.

Sincerely,



Sarah Mills

Manager Special Projects, Recycling Council of Ontario

Cc: Randall Roy, City of Sault Ste. Marie (via email to r.roy@cityssm.on.ca)
Charlie Tomlinson, Glassworks (via email to info@glassworks.ca)
Anne Boyonowski, Sault Downtown Association (via email to aboyonoski@saultdowntown.com)
Jo-Anne St. Godard, Recycling Council of Ontario (via email to joanne@rco.on.ca)

5(d)

From: Marie-Michèle Laferrière [mlaferriere@forum.ca]
Sent: November 30, 2009 11:40 AM
To: John Rowswell
Subject: Funding Opportunity for your youth representative / Occasion de financement pour votre représentant jeunesse
Attachments: 2010 Brochure pour Forum.pdf; 2010 Forum Flyer.pdf; Formulaire de Demande 2010.pdf; Application Form 2010.pdf

To: Mayor and Council
From: Forum for Young Canadians
Date: November 2009

Re: Opportunity to send a youth representative from your Municipality/Town to Forum for Young Canadians – space is limited and funding for travel is provided

Dear Mayor and Council,

Forum for Young Canadians is a unique opportunity for a young person from your community to learn first hand how decisions are made nationally in Canada so that they can return home eager to engage in the decision making process in your community. A limited number of spots are available for applications submitted from Mayors across Canada. Four sessions of the program are offered each year. **The 2010 scheduled dates are February 21-27, February 28 - March 6, March 21-27 and April 18-24.** Visit the Forum Website (www.forum.ca) for program updates and the latest program news.

The students selected to represent each province will spend one week with up to 150 other young leaders arriving from coast to coast. Their classroom is Parliament Hill and their teachers are Ministers, Members of Parliament, Senators, senior public servants, members of the national media and business leaders. Your Council and community will be highlighted for having sent a youth representative both at sessions on Parliament Hill and through the publicity for the program. The testimonials hear from past participants at the end of the sessions and years later tell us that attending Forum is one of the most enriching weeks of their life, and it remains a strong incentive to reach out to other young leaders. Don't miss out on the chance for this to be true for a youth from your community.

What youth get from the experience:

- understanding of the decision-making process in Canadian Government;
- the opportunity to express their opinion and contribute to the program;
- The opportunity to represent their community at a national youth forum;
- tools for community engagement when they return home;
- enhanced leadership and second official language skills;
- the opportunity to network with other youth from across the country;
- for many, their first opportunity to travel and meet other young Canadians from all regions;
- a rewarding, exceptional and memorable experience.

What you and your Council get:

- subsidized travel for your youth representative (Through Exchanges Canada);
- the opportunity to send a statement from your Council to be read by your representative during the program;
- recognition at events on Parliament Hill and in publicity for your support of Forum;
- the opportunity to have your community recognized at a national youth forum;
- access to forum resources and support materials on youth in Canada;
- information on Forum programming outcomes and news for use in your youth strategy.

Established in 1975 as a bilingual, non-partisan educational experience for Canadian high school and Cégep students, Forum for Young Canadians is the pre-eminent program for young Canadians to be introduced to national democratic institutions and decision making. Each year approximately 450 students (15 – 19 years of age) from throughout the country are selected to

5(d)

participate in the week long program. The "Forum experience" brings students to Ottawa for an intensive academic adventure that immerses them in the exciting world of leadership, national politics and public affairs. Forum students meet the nation's leaders, interact with decision-makers, and debate contemporary issues. Forum supported by several generous sponsors

Enclosed in this package are the Forum flyer, poster and application form. All application and promotional materials are also available for downloading online on the Website. I would be happy to follow up with you directly concerning the opportunity this program offers to the youth representative from your community. I can be reached by phone at 613-233-40860 or by email at mlaferriere@forum.ca.

Yours truly,

Marie-Michèle Laferrière
Manager, Program & Outreach

Marie-Michèle Laferrière

Manager of Programs and Outreach/

Gestionnaire des programmes et de la promotion Foundation for the Study of Processes of Government in Canada /

Fondation pour l'étude des processus de gouvernement au Canada

Forum for Young Canadians / Forum pour jeunes Canadiens

800 - 81 Metcalfe Street / 81, rue Metcalfe, suite 800

Ottawa, (ON), K1P 6K7

T: (613) 233-4086 F: 613-233-2351

mlaferriere@forum.ca

We are currently accepting applications for Forum for Young Canadians 2010.

Please visit our website for more information. www.forum.ca

5(d)



FORUM FOR YOUNG CANADIANS 2010

Application Form

Please rank sessions by order of preference in the appropriate box below.

- | | |
|---|--|
| <input type="checkbox"/> Session 1 - February 21 to February 27
<input type="checkbox"/> Session 2 - February 28 to March 6
<input type="checkbox"/> Session 3 - March 21 to March 27 | <input type="checkbox"/> Session 4 - April 18 to April 24
<input type="checkbox"/> Session 5 - October 24 to October 30 |
|---|--|

(Dates are subject to change due to the schedule of the House of Commons. Consult our website for confirmed dates.)

PART 1 - GENERAL INFORMATION

Please type or print using block letters and black ink. You must complete all sections in order for your application to be considered for selection.
ONLY students aged 15 to 19 on the date of application are eligible.

Surname <input type="text"/>	First Name <input type="text"/>
Home Address <input type="text"/>	
City <input type="text"/>	Prov./Terr. <input type="text"/> Postal Code <input type="text"/>
Telephone <input type="text"/>	E-mail <input type="text"/>
Spoken Language(s) <input type="checkbox"/> English <input type="checkbox"/> French	Other (Please Specify) <input type="text"/>
Date of Birth (YYYY/MM/DD) <input type="text"/>	Sex M <input type="checkbox"/> F <input type="checkbox"/> Age <input type="text"/> Student's Community <input type="text"/> Rural <input type="checkbox"/> Urban <input type="checkbox"/>
*Are you a Canadian Citizen? Yes <input type="checkbox"/> No <input type="checkbox"/>	*Landed Immigrant? Yes <input type="checkbox"/> No <input type="checkbox"/> *Country of Birth <input type="text"/>
*Are you an aboriginal? Yes <input type="checkbox"/> No <input type="checkbox"/>	*Are you a visible minority? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please specify <input type="text"/>
*Are you a person with a disability? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, please specify <input type="text"/>

OPTIONAL: Exchanges Canada asks for this information for statistical purposes only.

School Information

Name of School/Cégep <input type="text"/>
Street Address <input type="text"/>
City <input type="text"/> Prov./Terr. <input type="text"/> Postal Code <input type="text"/>
Telephone <input type="text"/> Fax Number <input type="text"/>
E-mail <input type="text"/> Student's Grade <input type="text"/>
School Contact <input type="text"/>
Contact Telephone <input type="text"/> Contact E-mail <input type="text"/>

PART 2 - STUDENT'S STATEMENT

Forum has five basic rules of conduct

1. Appropriate and respectful behaviour is required from students at all times, as defined by Forum's senior management team;
2. The use, possession or concealment of alcohol or non-prescribed medications, including illegal drugs, is strictly forbidden;
3. The highest level of respect will be demanded at all times during Forum. No types of harassment - physical, verbal, racial, sexual or otherwise - will be tolerated. No sexual relations will be allowed;
4. Students must be in their own rooms by curfew, unless expressly authorized by the Director of Forum Programs, or in her absence, the Team Leader; and
5. Students must attend all sessions (special exemptions must have prior authorization from the Forum office).

STUDENTS WHO BREAK THE RULES ON THE FIRST OFFENCE ARE SENT HOME IMMEDIATELY, AT THEIR PARENT'S EXPENSE, WITH NO REFUND OF FEES. Forum will notify the student's school administration of the infraction and the student's return home.

- I understand the information and conditions outlined on this form and in the Forum brochure.
- I declare that the information I have given to be correct and I wish to be considered for the FORUM FOR YOUNG CANADIANS.
- If I am selected, I hereby consent to the taking and/or use of any photographs or video images of me in the course of my participation in the Forum program or any related activity, for use in promotional material by Forum, including any publications, brochures, poster, videos or for the Forum Website.
- If I am selected I will comply willingly with Forum rules and with the business dress code: dress shirts and ties with suits, or dress pants and sport jacket or blazer, and comfortable dress shoes for men; dresses, suits or skirts (hemline must not be very short and no skirts) with blouses or sweaters, and comfortable dress shoes for women. No denim of any kind. I understand that as I will be meeting important officials and visiting prestigious institutions, my dress must conform to accepted standards.
- I have obtained the permission to attend Forum, if I am selected, from my parent/guardian and from a representative of my school (principal, guidance counsellor, teacher). Their signatures will be required on your Admission Form if you are selected.

Student's Signature

Date

Forum for Young Canadians / Forum pour jeunes Canadiens

800 – 81, rue Metcalfe Street, Ottawa ON K1P 6K7

613.233.4086 613.233.2351

forum@forum.ca www.forum.ca

MAYOR 2010



Forum for Young Canadians is a stimulating experience. It is also very demanding, physically and intellectually. It requires whole-hearted participation, a real commitment to the program and willing compliance with Forum rules and regulations (behaviour, dress code, curfew, etc.).

PARTICIPATION COSTS

- Selected students are responsible for paying for or raising the funds necessary to cover the costs of attending FORUM FOR YOUNG CANADIANS.
- Most transportation costs are covered by Exchanges Canada, a youth exchange program of the Department of Canadian Heritage.
- The program fee to attend Forum 2010 will be confirmed in Autumn 2009. Please consult our website for details. The fee covers program costs, room, board and transportation costs not covered by Exchanges Canada.
- To keep costs down, four students share one room with two beds, boys with boys and girls with girls. A limited number of rooms for 2 to 3 students are available on a first come first serve basis. The additional cost is \$300.
- A limited number of bursaries are available. See our website for details.
- **SEND NO PAYMENTS UNTIL NOTIFIED THAT YOUR APPLICATION HAS BEEN ACCEPTED.**
- Once accepted, the student will receive an admission kit, which includes an invoice.

SELECTION PROCESS

To apply you will need

- The permission of your parent/guardian, in addition to your school principal/teacher/guidance counsellor. If selected, their signatures will be required on your Admission Form.
- A letter stating why you would like to attend Forum for Young Canadians, along with a copy of your résumé OR simply answer the following within your letter:
 - Participation in school activities, organizations and positions held (e.g. Student Council, Debate Club, Orchestra/Choir, Sports etc.);
 - Participation in community activities, clubs, associations and positions held (e.g. political associations, Guides/Scouts, etc.);
 - Previous participation in student exchanges, conferences and/or travel;
 - Awards and mentions (academic, sports, other, hobbies, special interests);
 - Work experience (paid or volunteer) and positions held, including a letter on why you would like to attend Forum.

A school may recommend any number of candidates by submitting forms for each student.

SELECTION CRITERIA

- 1 High school and Cégep students between the ages of 15 and 19 who have had their applications approved by their school contact (principal, guidance counsellor, or teacher) based on:
 - a) Sound academic performance;
 - b) Demonstrated leadership or the potential for leadership;
 - c) Extra-curricular activities and community involvement; and
 - d) Interest in national current affairs.
- 2 All candidates receive equal consideration regardless of race, colour, sex, religion, ethnic origin, family background, geographical location or physical disability.
- 3 A good command of either official language is essential.

Medical condition and/or disability: Please attach a letter from a qualified health professional describing the student's special needs.

SUBMITTING YOUR APPLICATION FORM

Application forms may be submitted at any time by email, mail and fax, and will be considered if spaces are available. Apply early!

The Forum office will directly inform schools and applicants of the selection results by email. If the school or student is not able to receive e-mail and prefers receiving the selection results by mail, please contact our office.

We recognize the financial assistance provided by the GOVERNMENT OF CANADA,
through Exchanges Canada, a program of the Department of Canadian Heritage.

Forum for Young Canadians / Forum pour jeunes Canadiens
800 – 81, rue Metcalfe Street, Ottawa ON K1P 6K7
 GOVERNMENT OF CANADA
 ☎ 613.233.4086 ☎ 613.233.2351
 ☐ forum@forum.ca ☐ www.forum.ca

MAYOR 2010



FORUM FOR YOUNG CANADIANS

What is Forum for Young Canadians?

Forum is an **AMAZING** experience to **develop your leadership skills**, to learn about **democracy**, how **government works** and how **YOU can make a difference**.

- Come join hundreds of high school and Cégep students for a **week on Parliament Hill!**
- Your Forum experience will include:
 - Sitting in the House of Commons and the Senate;
 - Meeting the Speakers of both Houses of Parliament, and other political leaders and decision-makers; and
 - Taking on the role of national politicians during simulations such as Question Period and a First Ministers' Conference.
- Come to Forum to **forge new friendships** with other young Canadians from across the country while **learning about the social, cultural and political issues** that shape your country today!

Who Can Participate?

- Are you a high school or Cégep student between the ages of 15 and 19, with:
 - Sound academic performance;
 - Demonstrated or potential leadership;
 - Extra-curricular and/or community involvement; and
 - An interest in leadership or in national current affairs.
- If so, get your application endorsed by a representative (principal, teacher or guidance counselor) of your school and **APPLY NOW!**

How much does Forum Cost?

- Most transportation costs are provided by Exchanges Canada, a youth exchange program funded by the Department of Canadian Heritage.
- You are encouraged to seek sponsors or engage in fundraising activities within your community to cover the remaining program costs, including accommodations and meals for the week.
- Check the Forum Website or contact our office for current fees.

When and Where is Forum Held?

- Four sessions of Forum are held every Spring.
- All sessions are held in Ottawa, Ontario, and most Forum activities take place on or near Parliament Hill.
- Check the Forum Website for the next dates.

Apply Now!

- Applications are accepted on-line, by mail or by fax.
- Application forms may be submitted at any time and will be considered if spaces are available.
- A school may recommend any number of candidates.
- Check our Website for full application details.
- Forum also offers the **Forum Teachers' Conference**. Visit the Forum Website for details.

E-mail: forum@forum.ca

Phone: 613-233-4086

Fax: 613-233-2351

www.forum.ca

We recognize the financial assistance provided by the GOVERNMENT OF CANADA, through Exchanges Canada, a program of the Department of Canadian Heritage.

Canada

OUTSTANDING COUNCIL RESOLUTIONS

As of November 23, 2009

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
March 31, 2008	Report on safety concerns on Goulais Avenue between Third and Fourth Line	D. Celetti O. Grandinetti	Engineering	December 2009
May 12, 2008	Report on the topics of green canopy and eco-friendly parking lots	S. Butland J. Caicco	Planning	February 2010
October 20, 2008	Report on next steps for partnership opportunities with City of Sarnia	S. Myers P. Mick	CQI/EDC	March 2010 Copy resolution to Bruce Strapp
December 1, 2008	Report on feasibility of installing street lights on Lorraine Avenue and better lighting on path between Lewis Road and Meadow Park Crescent	T. Sheehan S. Myers	Engineering PUC	February 2010
April 6, 2009	Report on possible continued use/expansion of use of hybrid vehicles in the City's fleet	D. Celetti O. Grandinetti	Engineering	February 2010
May 11, 2009	Report on increasing safety measures possibly lowering speed limit on Great Northern Road from Fifth Line into City	P. Mick L. Turco	Police P. W. & T.	December 2010 (litigation pending)
June 8, 2009	Report on possible revitalization of the former James Street Mall	L. Tridico F. Fata	Planning	February 2010
July 27, 2009	Report on 2012 100-year anniversary and homecoming event planning	S. Myers T. Sheehan	Council Committee (S. Myers)	January 2010
July 27, 2009	Report on City's process and jurisdiction for commercial and residential property maintenance	S. Myers L. Turco	Engineering Building Division	January 2010

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<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
August 24, 2009	Report on Council Code of Conduct	S. Myers P. Mick	Council Committee (S. Myers)	February 2010
September 14, 2009	Report on cleanup of the Gateway site	L. Tridico J. Caicco	Engineering	January 2010
September 14, 2009	Report on possibility of increasing penalties for traffic violations in construction zones and construction detours	T. Sheehan S. Myers	Legal Police	February 2010
September 28, 2009	Report on safety concerns at intersection of Old Garden River Road and Second Line	P. Mick B. Hayes	P. W. & T.	January 2010
October 13, 2009	Report on feasibility of developing a Business Incubator Downtown location	T. Sheehan S. Myers	EDC Enterprise Centre	April 2010
October 26, 2009	Develop a new policy for financial assistance requests that fall outside existing policies for sport and cultural competitions	L. Tridico B. Hayes	C.S.D.	April 2010
November 9, 2009	Report on extension/addition to Hub Trail "spokes in the Trail"	J. Caicco B. Hayes	Planning	March 2010
November 9, 2009	Report on residential sewer backups	B. Hayes P. Mick	P. W. & T.	February 2010
November 23, 2009	Report on possible sister city relationship with a city in Italy	L. Tridico F. Fata	E.D.C.	February 2010
November 23, 2009	Report on tree planting program	S. Butland J. Caicco	P. W. & T. Parks	January 2010
November 23, 2009	Report on trial project following plowing the waterfront walkway during the 2009-10 winter season	L. Tridico J. Caicco		June 2010

5(e)

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
November 23, 2009	Report on the resident's request for a no parking sign in front of his residence at 244 Wallace Terrace	F. Fata L. Tridico		January 2010

5(e)

5(f)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2009 12 07

Mayor John Rowswell and
Members of City Council

Re: Proposed Harmonized Sales Tax

Please find attached a report from Shelley Schell, Manager of Finance and Audits concerning the impact of the Harmonized Sales Tax (HST).

Staff are reviewing the impact of the HST on City user fees. Exceptions are still being announced but generally HST will apply to services that are currently taxable under the Goods and Services Tax. We will report back as information becomes available.

This report is provided for the information of Council.

Respectfully submitted,

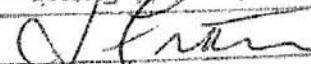
A handwritten signature in black ink, appearing to read "W. Freiburger".

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

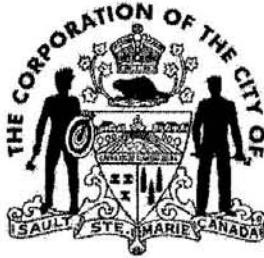
attachment

RECOMMENDED FOR APPROVAL
Joseph M. Fratino
Chief Administrative Officer



RECOMMENDED FOR APPROVAL
Joseph M. Fratino
Chief Administrative Officer

Shelley J. Schell, CA
 Manager of
 Finance and Audits



Finance Department

2009 12 07

Mayor John Rowswell and
 Members of City Council

RE: Proposed Ontario Harmonized Sales Tax

The 2009 Ontario Budget proposed the Harmonized Sales Tax for Ontario (HST), which, subject to legislative approval, would come into effect on July 1, 2010. On November 16, 2009 the Ontario Government introduced the first reading of Bill 218 in which significant changes to the Retail Sales Tax Act paved the way for tax harmonization.

The HST would have a combined tax rate of 13% - combining the existing five percent federal Goods and Services Tax (GST) and an eight percent Ontario component. In an effort to keep municipalities fiscally neutral relative to the amount of retail sales tax (PST) currently paid, they would be able to claim rebates for the provincial portion of the single tax. The rebate for the municipal sector is 78% of the provincial portion of the tax.

Advantages to the City will be a cost savings equal to 6.24% on items that previously had both GST and PST. This would include computer hardware and software, telecommunications, most furnishings and equipment, auto parts and accessories, office supplies and new construction. An additional cost of 1.76% will be incurred for items purchased that only had GST component. This includes goods and services such as subscriptions (excluding newspapers), advertisements, professional fees, maintenance agreements, fuel, hydroelectric, equipment rentals and memberships. Most of the professional services relate to capital purchases that do not affect the City's operating tax levy. Some exemptions that were specific to the retail sales tax, such as firefighting equipment and vehicles, will be gone under the HST.

The effect of the HST on the City, based upon a high level analysis, is that we will likely be fiscally neutral relative to the amount of PST currently paid. This is based upon the percentage of goods purchased for 2009 that had GST only and PST/GST both. If the percentage of purchased goods subject to the different taxes changes, it will affect the City being in a neutral position.

The Finance Department will be reviewing the impact of the HST. This includes planning for modifications to the financial information system, reviewing the impact on long-term contracts and deferring or accelerating purchases in 2010 for possible tax savings.

RECOMMENDATION

This report is provided for the information of Council.

Respectfully submitted,

Shelley Schell
 Shelley J. Schell, CA
 Manager of Finance and Audits

5(g)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2009 12 07

Mayor John Rowswell and
Members of City Council

**Re: Mayor and Council Travel Expenses
January 1 – September 30, 2009**

Attached is a summary of Mayor and Council travel expenses for the period January 1 to September 30, 2009.

This is provided for the information of Council.

Respectfully submitted,

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

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

attachment

RECOMMENDED FOR APPROVAL

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

Joseph M. Fratesi
Chief Administrative Officer

Corporation of the City of Sault Ste. Marie
Finance Department

5(g)

Summary of Mayor and Council Travel Expenses
January 1 - September 30, 2009

Mayor

J. Rowswell	Travel - Conferences	4,753.41	
	- Other City Business - Meetings	<u>4,797.71</u>	9,551.12

Councillors

S. Butland	Travel - Conferences	2,220.31	
	- Other City Business - Meetings	<u>531.42</u>	2,751.73
J. Caicco	Travel - Conferences		2,575.52
D. Celetti	Travel		0.00
F. Fata	Travel		0.00
O. Grandinetti	Travel - Conferences		2,018.60
B. Hayes	Travel		0.00
F. Manzo	Travel		0.00
P. Mick	Travel		0.00
S. Myers	Travel - Conferences		2,306.81
T. Sheehan	Travel - Conferences	2,262.45	
	- Other City Business - Meetings	<u>406.33</u>	2,668.78
L. Tridico	Travel		0.00
L. Turco	Travel - Conference	2,113.23	
	- Executive Meetings	<u>2,714.24</u>	4,827.47

5(h)

William Freiburger, CMA
Commissioner of Finance
and Treasurer

Finance Department



2009 12 07

Mayor J. Rowswell
and Members of City Council

Re: Borrowing By-laws for 2010

Each year it is necessary to pass borrowing by-laws for current and capital purposes.

Short term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of Provincial grants. The recommended by-law provides for borrowing sums not to exceed \$10,000,000 to meet current expenditures.

Capital borrowing may be required for short and long term purposes for financing of capital projects. The recommended by-law provides for borrowing of sums not to exceed \$15,000,000 for capital purposes for the City.

Also, attached is a resolution from the Public Utilities Commission concerning a request for a \$5,200,000 borrowing limit for capital purposes related to water infrastructure.

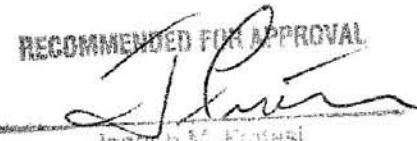
The limits are an approved credit line with the City's Banker that is reviewed annually.

By-laws 2009-189 and 2009-200 are recommended for Council's approval.

Respectfully submitted,


W. Freiburger, CMA
Commissioner of
Finance and Treasurer

WF/kl
attachments


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(h)

PUBLIC UTILITIES COMMISSION

Agenda Item # 5.1 **Date:** November 3, 2009

Moved by: DOUG

Seconded by: PAT.

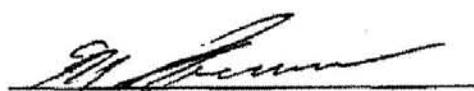
Resolution:

A TOTAL OF

"That the Commission approves borrowing \$5.2 million through the City
of Sault Ste. Marie to finance capital expenditures"

Set to WORNING IN BACK LOG.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Carried | <input type="checkbox"/> Defeated | <input type="checkbox"/> Deferred |
| <input type="checkbox"/> Referred | <input type="checkbox"/> Amended | <input type="checkbox"/> Officially Read Not Dealt With |


Chair

Action

- | | | |
|---|--|--------------------------------|
| <input type="checkbox"/> Chair | <input type="checkbox"/> PUC Inc. | <input type="checkbox"/> _____ |
| <input type="checkbox"/> President | <input type="checkbox"/> PUC Telecom | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Secretary | <input type="checkbox"/> PUC Services | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Treasurer | <input type="checkbox"/> PUC Energies | <input type="checkbox"/> _____ |



Commission Resolution

Whereas capital expenditures of the Commission have increased significantly in 2008 and 2009 and capital expenditures are projected to be above historical levels in future years,

Whereas capital expenditures have been funded from current operations over the past several years,

Whereas the large increase in capital expenditures cannot be funded from current operations, and

Whereas the City of Sault Ste. Marie has earlier in 2009 arranged a line of credit of \$2,500,000 for the Commission,

Be it resolved that the City of Sault Ste. Marie be requested to arrange further financing of \$2,700,000 for a total of \$5,200,000 for the Public Utilities Commission.

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2009 12 07

Mayor John Rowswell and
Members of City Council

Re: Financial Report @ September 30, 2009

Attached under separate cover is a financial report @ September 30, 2009.

Department accounts were reviewed to determine major variances.

Overall, the corporate wide budget has 32.2% of expenses remaining for the fourth quarter while 11.9% of revenues remain outstanding.

Some variances to note are:

Finance Department – Tax write-offs are favourable by \$566,000 but will be expensed by yearend.

Legal Department – The yearly insurance premiums have been paid for the year. Provincial Offences net revenue is \$250,000 above the annual budget.

Police Services – Provincial grants for policing have not been received to date resulting in unfavourable revenue variances. The grants will be recorded in the fourth quarter.

Social Services – The DSSAB levy paid by the City has been fully paid in the third quarter.

Engineering – Miscellaneous construction costs will be recorded in the fourth quarter since much of the work is done in the third quarter. Street lighting and hydrant costs will be recorded in the fourth quarter.

Economic Development Fund – Reserve transfer for economic development projects such as doctor recruitment will be recorded in the fourth quarter resulting in a cost variance in the third quarter.

Capital and Debt Levy – \$10 million of transfers for debt and roadway capital will be recorded in the fourth quarter.

Corporate Financials – \$10 million of transfers to reserves for hospital donation, landfill reserve and sewer projects from the sewer surcharge will be recorded in the fourth quarter.

Education Levy – \$5.7 million of the education levy will be paid in the fourth quarter.

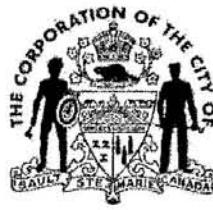
This report is provided for the information of Council.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachment

Frank F. Coccimiglio
Manager, Information Technology
Division



FINANCE DEPARTMENT
Information Technology (IT)
Division

51(j)

December 7th, 2009

TO: Mayor John Rowswell and Member of Council
CC: Joe Fratesi, Chief Administrative Officer

RE: Acquisition of an Enterprise Data Backup and Restore Solution

Overview

Information Technology Division is still using tape-based backup solutions which are based on decade old technology. With Corporate technology growth over the years, so to has the volume of corporate data and the complexity of managing tapes. Tape technology is prone to breakage, tape durability and longevity, placing the corporation at risk of data loss and downtime.

Due to this concern, Information Technology Division along with the Purchasing Division, requested an RFP for both a software and hardware solution that would work together effectively in order to provide a complete enterprise data backup and restore solution for the Corporation. The process involved an evaluation of both our environment and a proposed solution along with demonstrations upon request. The requirements for an Enterprise Data Backup and Restore Solution are detailed and specific in nature that I.T. decided to source out a vendor solution that best suited the directives of the project at the lowest cost.

Three separate solutions (hardware and software) were received and evaluated from;

- Bell Canada (VERITAS backup and HP Storage)
- Acronis Backup Manager with Dell Canada - Storage
- i365/EVault-Seagate
-

Disk-based backup systems offer superior performance in terms of availability, scalability, reliability, security, manageability, performance, and cost savings. Providing a solution that addresses:

- Grandfather, father, son data retention methodology with data compression to reduce the data storage footprint.
- The broad support for operating systems and platforms, and it's easy to back up and recover critical data within individual databases, mailboxes, for a Microsoft Exchange, Microsoft SQL Server, Microsoft SharePoint,
- Disk based backup with data encryption so that the storage unit can be offsite.
- Web-based centralized management for distributed environments.
- Broad platform support (Windows, Unix, IBM Aix, VMware, MS Exchange, MS SQL)

Budget

Funding for this purchase was approved in the 2009 Supplementary Budget for \$65,000.00 coming from the Electronic Reserve.

Recommendation

It is the recommendation of the Information Technology Division and the Purchasing Division to award the purchase of the Enterprise Data Backup and Restore Solution for both the software and hardware components to i365/EVault-Seagate at their total low quoted price of \$55,514 plus applicable taxes.

Approved By: William Freiburger, Commissioner of Finance/Treasurer

Submitted by:

Frank Coccimiglio

A handwritten signature of Frank F. Coccimiglio.

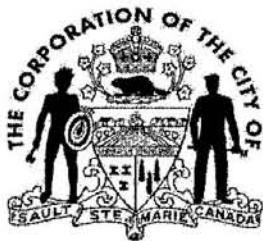
Manager, Information Technology Division

RECOMMENDED FOR APPROVAL
St. Martin
Joseph M. St. Martin
Chief Administrative Officer

5(K)

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

2009 12 07

Mayor John Rowswell
And Member of City Council

**RE: SUPPORTIVE RESOLUTION TO CITY OF GREATER SUDBURY -
PROPOSED "WORKPLACE FATALITIES FAMILY BILL OF RIGHTS"
(#2009-251 JUNE 10, 2009)**

Further to my report and the resolution of City Council on November 23, 2009 a supportive resolution for the City of Greater Sudbury is attached in your agenda for consideration of Council.

Yours truly,

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

John Luszka
Commissioner
Human Resources Department

JL:ef

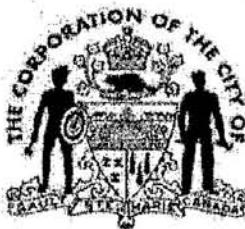
c.c. J. Fratesi

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

5(k)

HUMAN RESOURCES DEPARTMENT

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



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Fax: (705) 541-7177

2009 11 23

Mayor John Rowswell
And Member of City Council

RE: CITY OF GREATER SUDBURY PROPOSED "WORKPLACE FATALITIES FAMILY BILL OF RIGHTS" #2009-251

With the City having faced the tragic loss of one of its own employees in 2009, as a result of an industrial accident, it is both timely and important that we be given the opportunity to comment upon the above noted resolution (attached) from the City of Greater Sudbury.

The context of the City of Greater Sudbury resolution was a response to a concern of a citizen whose spouse was killed in an industrial accident in the community. The Sudbury resolution is directed at the Ministry of Labour (MOL) and is a show of support for family members "right to know" during a MOL workplace fatality investigation.

The Sudbury resolution, however, does not clearly and explicitly state that their resolution is directed at the MOL although that was the intent.

It is important that such a resolution be balanced to ensure the proposed rights of family members do not infringe or diminish the legal or constitutional rights of others involved in the occurrence of the fatality.

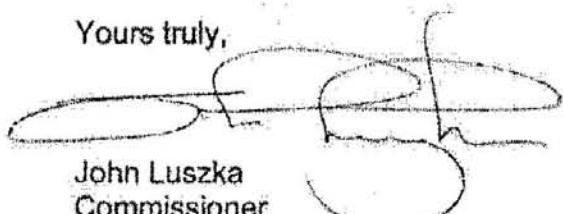
Therefore the City of Sault Ste. Marie can support a resolution that:

1. Explicitly identifies that the Bill of Rights is directed at the Ministry of Labour as originally intended.
2. Encourages the MOL to allow more information to be provided to the relatives as far as reasonably possible without compromising the integrity of the investigation.
3. Protects the legal and constitutional rights of all those involved including the family members of the victim.
4. Acknowledges the rights of the family members to appoint a representative to represent them in such an investigation with the MOL.

5(k)

If City Council is in agreement I will work with the Legal Department to draft the appropriate resolution for Council's consideration.

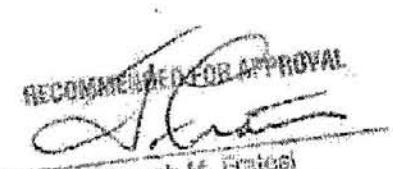
Yours truly,



John Luszka
Commissioner
Human Resources Department

JL:ef
Attached

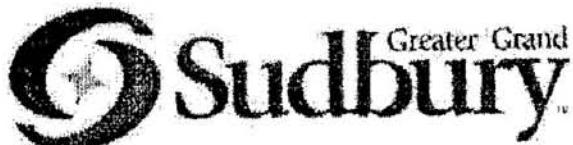
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(K)

City of Greater Sudbury
Ville du Grand Sudbury



July 6, 2009

All Ontario Municipalities

Re: Proposed Workplace Fatalities Family Bill of Rights

The following resolution #2009-251 was passed by Council of the City of Greater Sudbury on June 10, 2009:

WHEREAS a Proposed Workplace Fatalities Family Bill of Rights would provide fundamental information to the family of victims of workplace fatalities and serious injuries;

AND WHEREAS such Bill of Rights would ensure that:

1. Family members must have the right to designate a representative to act on their behalf in all matters related to the investigation and any follow-up legal actions related to the investigation.
2. Family members must be notified of all meetings, phone calls, hearings or other communications involving the accident investigation team and the employer, and be given the opportunity to participate in these events.
3. Family members must have the opportunity to recommend names of individuals to be interviewed by the accident investigation team and to submit questions to the investigators for response by the interviewees. Family members should be given the access to all transcripts of interview, affidavits, or written statements made by witnesses and others interviewed for the investigation.
4. Family members must have the right to be kept routinely informed (no less than once every 14 days) by the Minister of Labour and their investigators on the progress of the incident investigation, including an estimate of when the investigation will be completed.
5. Family members should have access to all documents gathered and produced as part of the accident investigation, including records prepared by first responders, police and Ministry officials. Information mentioning the deceased family member's name and condition should not be redacted from documents provided to family members. All fees related to the production of document should be waived for family members.

THEREFORE BE IT RESOLVED THAT the Council of the City of Greater Sudbury lends its full support to a Proposed Workplace Fatalities Family Bill of Rights;

AND FURTHER THAT this resolution be sent to the Association of Municipalities of Ontario for distribution and support from all municipalities in Ontario; The Honourable Peter Fonseca, Minister of Labour; The Honourable Rick Bartolucci, Minister of Community Safety and Correctional Services, and France Gélinas, MPP for Nickel Belt.

Yours truly

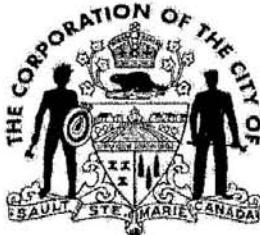
A. Haché

/fb

Angie Haché
City Clerk

HUMAN RESOURCES DEPARTMENT

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



5(1)

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

2009 12 07

Mayor John Rowswell
And Members of City Council

**RE: COLLECTIVE BARGAINING
FEBRUARY 1, 2010 TO JANUARY 31, 2011
MEMORANDUM OF SETTLEMENT
SSM FIRE FIGHTERS ASSOCIATION**

Attached is the above noted Memorandum for renewal of the collective agreement for a one (1) year term.

The highlights of the settlement are as follows:

Wage increase of 3.5%, to maintain the differential of \$100 per annum less than the basic wage rate of the 1st Class Constable - Sault Ste. Marie Police Service.

Improvement to vision care.

Council ratification of the Memorandum is requested.

Yours truly,

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

Peter Niro
Manager of Human Resources

PN:ef

c.c. J. Fratesi

5(1)

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, 2010 to January 31, 2011.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on January 31, 2010 provided, however, that the following amendments as outlined in Appendix 1:

Appendix 1.

Signed this 27th day of November, 2009.

For the Union

For the Employer

Rob Sline

M Prog

Markless

R Bane

R B

R H

Mark B. Lantz

APPENDIX 1

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

&

THE SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

SETTLEMENT PROPOSAL

November 18th, 2009

Schedule A - Wages

First Class Firefighter Annual Wage expired January 31, 2010 \$77,436.25

Amend wages as follows:

First Class Firefighter Annual Wage

▪ **Effective February 1, 2010** **\$ 80,150.03 (+ 3.5045%)**

Note

The City will adjust the basic rate of pay for a 1st Class Firefighter once in 2010 to maintain a differential of \$100 per annum less than the basic wage rate effective upon February 1, 2010 of the 1st Class Constable – Sault Ste. Marie Police Service.

Article 11 Welfare

(a) Vision Care

Effective the first of the month following ratification of the Memorandum of Settlement by the parties, increase vision care from \$275/2yrs to \$300/2 years and an eye examination may be included within the vision care amount.

The following to appear in the Memorandum of Settlement Only:

➤ **Retirement Payout - Vacation – Article 6:00**

An employee having become entitled to regular vacation as defined in this Article and who, before receiving such vacations, terminates employment voluntarily from the City's Fire Services, shall become entitled to cash payment in lieu of such vacations as the employee had become entitled at the rate of 1/182 of the annual wage for each vacation day for the respective rank at the time the employee ceased to be an employee of the City's Fire Services.

➤ **Commitment to Review Fire Services' formulas related to wages and benefits.**

As a result of the commitment made to the Chief Administrative Officer during the resolve of The Policy Grievance (City # 370):

The parties agree to review, discuss and recommend possible changes regarding the application and the use of Income Averaging and other formulas as it applies to all matters of remuneration, sick leave and vacation allotment within the Firefighters Association. Such change is with the understanding that any formula applied for the purposes outlined herein, cannot and must not exceed the maximum annually salary of a First Class Firefighter under Schedule A in any given year.

➤ **Clothing/Gear Committee**

The parties agree to form a committee to discuss issues with respect to "turn- out gear" and clothing allowances to determine the most practical and cost effective means of using and/or replacing such items.

The parties agree to have open dialogue and communication regarding NRA 65 for Non Suppression Employees

5(m)

Trevor Zachary
Marketing & Events Manager



Community Services Department
Community Centres Division

2009 12 07

Mayor John Rowswell
and Members of City Council

2010 OLYMPIC TORCH RELAY CELEBRATION

Purpose

The purpose of this report is to provide Council with information on the upcoming Olympic Torch Relay Celebration scheduled for the City of Sault Ste. Marie on January 2, 2010.

Sault Ste. Marie will be hosting the Olympic Torch Relay arrival on Saturday January 2, 2010 – outdoors at the Essar Centre. The torch has been travelling across Canada in celebration of the 2010 Winter Olympics in Vancouver. Communities across the country have been showing their Canadian colours by attending celebrations hosted by the Community Task Force. The Community Task Force would also like to request that:

- A video presentation be made this evening in anticipation of the arrival of the Olympic Torch – to be presented on behalf of the Torch Relay Task Force
- Queen Street be closed from Pim St. to Dennis St. from 6:00 to 8:00 p.m. on the evening of January 2, 2010 (forms attached)
- Request \$5000. from the International Family Fun Night budget that has been cancelled this year due to the current economic situation in Soo Michigan, and to assist with offsetting a fireworks display during the Torch Relay Celebration
- Funding from VANOC for \$15,000. has been received
- Staff has submitted an application to the Province for a further \$15,000. We expect a favourable response in the very near future.
- The extent of the Celebration will be geared to the level of funding received.

Recommendation

It is recommended that Council approve the requested road closings for the Olympic Torch Relay Event, and further that \$5,000. be allocated to this event from the International Family Fun Night budget.

Respectfully submitted,

A handwritten signature of Trevor Zachary.

Trevor Zachary
Marketing & Events Manager
Co-Chair Olympic Torch Relay Task Force

Recommended for approval,

A handwritten signature of Nicholas J. Apostle.

Nicholas J. Apostle
Commissioner Community Services

jbc/mmt/olympic torch relay/zachary
attachment

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

5(m)



Torch Relay Budget 2010

02-Jan-10

Expenses	Rate	Total	Notes
Advertising/Promotions		\$ 5,000.00	
Artist Booking Fee		\$ 10,000.00	
Artist Production Fee		\$ 2,000.00	
Catering		\$ 2,000.00	
Electrician (includes permit)		\$ 800.00	
Fireworks		\$ 3,500.00	
Merchandise (Task Force & Volunteers)		\$ 3,200.00	
Miscellaneous		\$ 500.00	
Production (Day Events)		\$ 2,000.00	
RENT (Venue)		\$ 2,500.00	
Security		\$ 2,000.00	Additional to volunteers
Stage Hands/Labour		\$ 500.00	
Supplies (lights, decorations)		\$ 1,000.00	
TOTAL		\$ 35,000.00	
Revenue		Total	
PCH (VANOC)		\$ 15,000.00	Grant approved
Funding Request - City of Sault Ste. Marie		\$ 5,000.00	Pending application
Community Support Program		\$ 15,000.00	Pending Announcement
TOTAL		\$ 35,000.00	

5(m)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Trevor Zelley TELEPHONE: 759-5428ADDRESS: Ent. Centre POSTAL CODE: P6A 1Y9

The above person hereby makes application for the closing of

River St.

(Name of street to be closed)

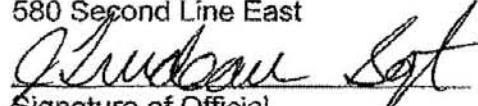
from P.M. St. to Perrin St.

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

on the 2 day of Dec., 2010 from 6 am/pm to 6 am/pmfor the purpose of Olympic Torch Relay

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|



Signature of Official

Signature of Official

- | | |
|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
|--|--|

Signature of Official

Signature of Official

- | | |
|---|---|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|---|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(m)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Terry Tedesco TELEPHONE: 759-5488ADDRESS: Foxel Centre POSTAL CODE: P6A 1Y9

The above person hereby makes application for the closing of

Bruce St.

(Name of street to be closed)

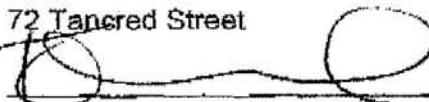
from P.M. St. to Perkins St.
(reference points - street numbers, cross streets, etc.)on the 2 day of Dec, 2010 from 6 am/pm to 8 am/pmfor the purpose of Olympic Torch Relay

APPROVALS SECTION:

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

Signature of Official

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


Signature of Official

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

Signature of Official

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

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(m)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Terry Zerley TELEPHONE: 759 5488

ADDRESS: 580 Second Line POSTAL CODE: P6A 1Y9

The above person hereby makes application for the closing of

Bittern St.

(Name of street to be closed)

from F. M. St. to Pearl St.

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

on the 2 day of July, 2010 from 6 am

to 8 am

for the purpose of July 4th Parade

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
|--|--|

JM Elliott

Signature of Official

Signature of Official

- | | |
|---|---|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|---|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(m)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Troy Zerley TELEPHONE: 7595488ADDRESS: Equal centre POSTAL CODE: P0A 1Y9

The above person hereby makes application for the closing of

Rue de la

(Name of street to be closed)

from F. M. St. to peacock St.
(reference points - street numbers, cross streets, etc.)on the 2 day of Jan, 2010 from 6 am/pm to 8 am/pmfor the purpose of Office Traffic Policy

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
|--|--|

Signature of Official

Signature of Official

- | | |
|---|---|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|---|

Signature of Official

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(m)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Terry Zwickley TELEPHONE: 759-5488ADDRESS: Egypt Centre POSTAL CODE: P6A 1Y9

The above person hereby makes application for the closing of

River St.

(Name of street to be closed)

from F. 14 St. to Dennis St.

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

on the 2 day of Dec. 2010 from 6 am

to 8 am

for the purpose of Daytime Tropical Party

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
|--|--|

Signature of Official

Signature of Official

- | | |
|---|---|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|---|


Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(m)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Terry Zabolity TELEPHONE: 759-5428ADDRESS: City Centre POSTAL CODE: P6A 1Y9

The above person hereby makes application for the closing of

Bruce St.

(Name of street to be closed)

from P-44-91 to Second St.
(reference points - street numbers, cross streets, etc.)on the 2 day of July, 2010 from 6 am/pm to 8 am/pmfor the purpose of Public Works Party

APPROVALS SECTION:

- | | |
|---|--|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-335/949-3387
Fax 949-2341
72 Tancred Street |
|---|--|

Signature of Official

Signature of Official

- | | |
|--|---|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-320
Fax 759-5834
111 Huron Street |
|--|---|

Signature of Official

Signature of Official

- | | |
|---|--|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|--|

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
(date) _____ (Bill No.) _____

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NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

December 7, 2009

Mayor John Rowswell
and Members of City Council

Essar Centre – 2008 Annual Report

Attached is the 2008 Annual Report on the Essar Centre.

The financial objective of the facility, as previously presented to Council, is to operate the facility at an annual operating deficit of not more than the Memorial Gardens which was approximately \$485,000. This objective was achieved in 2007 and again in 2008. The 2008 deficit was \$268,000. It is likely that the 2009 operations will not be comparable to 2008 due to the fact that revenue from Soo Greyhounds playoffs was not realized; however we do expect that it will be below the \$485,000. Memorial Gardens deficit amount.

This report is provided as information.

A handwritten signature in black ink that reads "Nicholas J. Apostle".

Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL

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

Joseph M. Pratesi
Chief Administrative Officer

jbroome@city.sudb.ca/essar/2009/essar centre annual report

attached

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Sault Ste. Marie Sports and Entertainment Centre

2008 Operating Annual Report



Owned and Operated By:



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Introduction

The Sault Ste. Marie Sports and Entertainment Centre, newly re-named the *Essar Centre* opened in the Fall of 2006. It was mid 2008 that the facility received its new name. The Facility was built to replace the aging Memorial Gardens.

The operational goals and objectives of the facility were to build a modern day sports and entertainment centre with all of the amenities necessary to host a wide range of entertainment events as well as to provide a venue for the Soo Greyhounds Hockey Club to ensure the long term viability of the hockey club. The financial objective of the facility is to operate at a similar annual operating deficit as the Memorial Gardens operated at – approximately \$485,000.

2008 was the second full year of operation. The centre played host to many live entertainment events, sporting events, conventions as well as Soo Greyhounds games. In addition to serving as a sports and entertainment centre the venue is also used as a community centre. Adult Hockey, Youth Hockey, Figure Skating, Trade Shows, Job Fairs and Concourse Walking are some of the other uses of the centre.



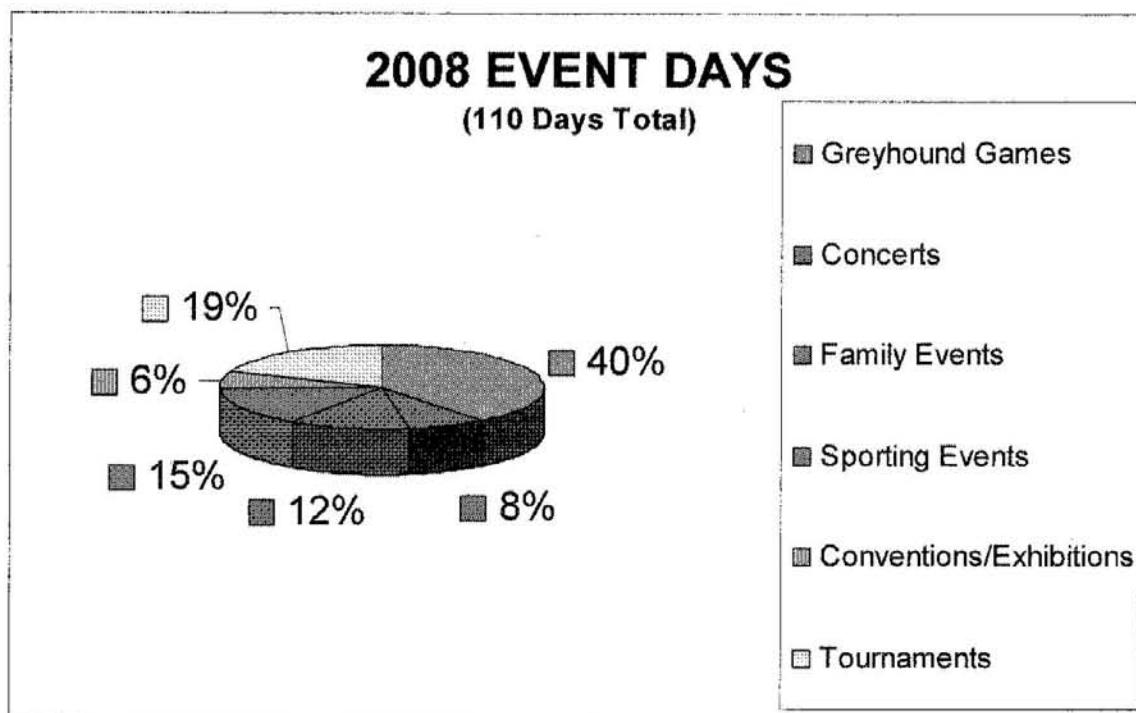
Marketing and Events

Marketing and events activities are focused on attracting a wide variety of events, making the necessary arrangements to plan, organize, and execute events, and to ensure a high degree of customer service to event planners, promoters and most importantly the end user.

Quality, well attended events are key to driving the facility's revenue streams. Facility rental fees, box office fees, food and beverage sales, and the facility's share of merchandise sales are all driven by successful events.

The budget for marketing is used to directly attract events as well as to develop the brand of the facility. A well marketed facility increases the value and potential for naming and pouring rights. A facility website (www.essarcentre.ca) is maintained to promote the facility world wide and to provide information to patrons.

Below is a chart representing the breakdown of events by type. In 2008, the facility event days totalled 110, or just over 30% of the year.



Here is a breakdown of the number of specific type of events that took place each month.

Event Type	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Greyhound Games	8	6	5	5	0	0	0	0	4	6	6	3	43
Concerts	2	2	0	1	1	0	0	1	1	0	1	0	9
Family Events	0	1	0	0	4	0	0	0	0	2	2	4	13
Sporting Events	3	5	2	0	2	0	0	0	0	0	5	0	17
Conventions/Exhibitions	0	0	4	0	3	0	0	0	0	0	0	0	7
Tournaments	4	0	4	7	3	0	0	0	0	0	3	0	21
TOTAL	17	14	15	13	13	0	0	1	5	8	17	7	110

Essar Centre EVENTS – 2008

January 24, 2008 – Three Days Grace – Concert
January 29, 2008 – Blue Rodeo – Concert
February 1/2, 2008 – BON SOO – Michelle Wright Concert
February 3-7, 2008 – OHL ALL STAR (2 events)
February 8, 2008 – John Mellencamp - Concert
March 6-9, 2008 – SSM HOME AND OUTDOOR SHOW
April 26, 2008 – Anne Murray – Concert
April 27 – May 3, 2008 – National Aboriginal Hockey Championships
May 9, 2008 – Huron Catholic School Board District Mass
May 13, 2008 – Garden Brothers Circus (4 shows)
May 15, 2008 – Monster Truck Show (2 shows)
May 21, 2008 – EDC Job Fair
May 23, 2008 – Soo College Convocation
May 24, 2008 – Slaughter/Jackyl – Concert
June 5-8, 2008 – Forestry Expo – John Rhodes Community Centre
August 27, 2008 – Backstreet Boys – Concert
September 25, 2008 – Sheryl Crow – Concert
October 4, 2008 – FMX World Tour
October 11, 2008 – David Copperfield (2 shows)
October 21, 2008 – Thomas The Train
November 4-8, 2008 – World Ringette Tourney (4 events)
November 9, 2008 – Bob Dylan – Concert
November 11, 2008 – Remembrance Day Ceremony
November 27, 2008 – Lord of The Dance
December 2, 2008 – Moscow Ballet
December 19-20, 2008 – High School Musical Disney on Ice (4 shows)

December 31, 2008 – International Family Fun Day

***Including 38 Home Soo Greyhound Hockey Games & Various Minor Hockey Tournaments/Games.

Soo Greyhounds Games Facility Operations

As per the long term agreement with the Soo Greyhounds Hockey Club the City is required to provide, at its cost, event staff at all Soo Greyhounds Games.

Ticket takers/ushers, box office staff, facility attendants, food and beverage staff, and facility operators/maintenance staff, work under the direction of the assigned game night supervisor. Contract Security Services are also provided by the facility for fan safety and security.

Facility Revenue from Greyhound Game Operations is derived from the contract revenue sharing schedule. In 2008 season ticket sales reached over 3600 with an average game attendance close to 4500. Total facility share of Gross Ticket sales for 2008 amounted to almost \$314,000.00.

Soo Greyhounds and Facility Revenue Sharing - Based on Gross Revenues

Revenue Source	City	Soo Greyhounds
1. Tickets Sales		
Up to \$1,000,000	0%	100%
Greater than \$1,000,000	10%	90%
Less than \$1,250,000		
Greater than \$1,250,000	25%	75%
Less than \$1,500,000		
Greater than \$1,500,000	50%	50%
The incremental amount of ticket sales designated above shall be increased annually by the percentage increase, if any, in the average ticket price charged for that year.		
2. Concessions Including Beer	90%	10%
3. Advertising - All Areas		
Equipment, Products, Items and Articles as set out in Clause 11(a)	10%	90%
4. Merchandise	0%	100%
5. Naming Rights	100%	0%
6. Parking	100%	0%
7. Phase I Suites (Year 1-10)	100%	0%
8. Phase I Suites (Year 11-20)	80%	20%

Food and Beverage Operations

The facility has 5 full service concessions, a kitchen facility and several portable bars. Concession, Bar, Catering and Suite holder foodservice is provided in-house at all events and shows. Foodservice is also available upon request for smaller and larger events in fully licensed meeting and break-out rooms. The financial goal of foodservice operations is to produce an operating profit to offset other facility operating costs. Total revenue generated in 2008 was in excess of \$900,000 which generated approximately a 18% net profit. Food and Labour costs percentages were similar to industry averages and prices were set at market values.

Sales Highlights

Draught – Glasses	61435
Draught – Jugs	1706
Bottled Beer	7723
Mixed Drinks	10273
Wine - Glasses	3,000
Wine – Bottles	207
Pizza – Slices	14000
Bottled Water	13964
Pretzels	4756
Popcorn	35,761

Box Office Operations

The facility maintains a full-service box office and provides ticketing services to event promoters. The box office is also responsible for providing all of the Soo Greyhounds' season ticket and game day ticket sales for the hockey club.

Ticket sales fees offset some of the costs of this operation and some of the fees are allocated to a capital reserve.

In 2007 a state-of-the-art ticketing system was implemented (New Era Ticketing) with internet ticketing service, phone order ticket service, 24 hour ticket sales services, and ticket scanning devices. 2008 was the first full year of ticketing operations with New Era utilizing Paciolan software. Implementing this state-of-the-art system has proven to be extremely beneficial not only for the facility in regards to reporting and management, but also to the community as it has facilitated the way in which customers can purchase tickets.

Soo Greyhounds

*Ticket sales from Jan 1 2008 - Dec 31 2008

Sale Code	Total Sold	Percentage
Box Office	43402	90.76%
Internet	2843	5.95%
Phone	1575	3.29%
Total	47820	100.00%

*Includes actual ticket purchases between dates mentioned- regardless of date of event

Special Events

*Ticket sales from Jan 1 2008 - Dec 31 2008

Sale Code	Total Sold	Percentage
Box Office	32237	67.86%
Internet	9763	20.55%
Phone	5503	11.58%
Total	47503	100.00%

*Includes actual ticket purchases between dates mentioned- regardless of date of event

Suite Holder Services

There are 13 Luxury suites in the facility as well as a larger Corporate Suite which can easily accommodate 40 individuals for special events and Soo Greyhound games. Revenue from this area is derived from lease fees, box office fees, ticket sales and food and beverage sales.

Facility Maintenance Operations

Maintenance operations include managing the state-of-the-art building control systems, and the maintenance and repair of the following:

- Refrigeration plant
- Air conditioning plant
- Ice Resurfacer
- Boiler Equipment
- Roof top HVAC Units
- Sound System

Facility operators and attendants clean and maintain the building to an acceptable standard on a daily basis.

While this area of facility operations does not generate revenue it does support all of the activities that do. Maintenance and energy costs are difficult to control due to external conditions but efforts are made to keep them in check as much as possible. Building controls do allow for energy efficiency however amenities of a modern building, such as air conditioning, make it difficult to keep costs down while providing patron comfort.

2008 Financial Review

The financial focus in 2008 was to continue to create new and innovative sources of revenue and to drive it with many well attended events. That was accomplished and the challenge for 2009 and beyond will be to continue to improve revenue while keeping costs reasonable.

As planned, and consistent with 2007, the Essar Centre did not cost the city more to operate than what the Memorial Gardens did in previous years.

Moving forward it will be important to try to continue to grow the revenues but also to focus more attention on keeping costs down which will ultimately create an improved bottom Line.


Income Statement

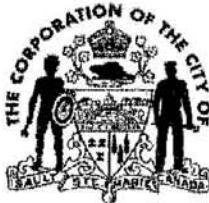
Revenues	2008 Actual
Soo Greyhounds	\$ 314,273.00
Ice Rental	\$ 99,635.53
Naming Rights	\$ 32,977.69
Box Office Fees	\$ 71,021.48
Sundry Shows	\$ 22,677.27
Suite Rental	\$ 3,619.08
Room Rentals - Other	\$ 12,576.56
Suite Lease Fees	\$ 104,878.65
Misc - Revenue	\$ 20,849.00
Advertising	\$ 57,236.00
Facility Rental	\$ 111,663.78
Credit Card Service Fee	\$ 84,395.98
Capital Improvement	\$ 38,998.37
Food Sales	\$ 541,710.09
Alcohol Sales	\$ 367,261.69
High School Hockey	\$ 11,708.26
Sub Total	\$ 1,895,482.43
Activity Expenses	
Casual Labour - Hounds/Sundry	\$ 189,081.15
Benefits	\$ 8,010.99
High School Hockey	\$ 1,814.13
Sundry Show Expenses	\$ 63,795.35
Miscellaneous Expenses	\$ 1,500.32
Naming Rights	\$ 62,660.13
Credit/Convenience Fees	\$ 20,142.41
Cash Short	(381.00)
Transfer to Capital Reserve	\$ -
Transfer to Capital	\$ -
Other Hockey	\$ 172.68
Season Tickets	
Sub Total	\$ 346,796.16
Food and Beverage Expenses	
Casual Labour	\$ 250,687.93
Purchase for Resale - Food	\$ 268,996.23
Purchase for Resale - Alcohol	\$ 124,168.03
Laundry & Uniforms	\$ 3,956.60
Supplies	\$ 12,943.01
Misc	\$ 8,563.36
Equipment Maintenance	\$ 7,977.43
Soo Greyhounds Share	\$ 57,636.18
Cash Over	(4,306.96)
New Equipment	\$ 2,719.64
Benefits	\$ 14,674.53
Telephone	\$ 418.83
Sub Total	\$ 748,434.81
Operations Expense	
Casual Labour - Hounds/Misc	\$ 269,726.45
Benefits	\$ 65,417.61
Office Expense	\$ 763.34
Mileage	\$ 146.71
Gasoline	\$ 6,190.38
Natural Gas	\$ 140,062.06
Water & Electrical	\$ 216,537.26
Miscellaneous	\$ 3,003.55
Uniforms	\$ 4,430.05

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Operating Supplies	\$ 350.66
Maintenance & Alterations	\$ 197,258.04
Telephone	\$ 231.73
Internet	\$ 1,440.00
Advertising	\$ 914.80
Credit Debit Card Fees	\$ 13,912.16
Transfer to Reserve	\$ 38,998.37
Transfer to Capital	\$ 40,000.00
Office Equipment	\$ 1,646.55
Arena Equipment	\$ 4,968.21
Consultants	
Sub Total	\$ 966,999.56
Box Office Expense	
Casual Labour	\$ 55,351.29
Benefits	\$ 3,152.71
Miscellaneous	\$ 1,018.41
Operating Supplies	\$ 401.58
Cash Short/Over	\$ 847.34
Office Equipment	\$ 1,397.20
Laundry & Uniforms	
Maintenance & Alterations	
Sub Total	\$ 62,168.53
Marketing Expense	
Miscellaneous	\$ 30,049.15
Telephone	\$ 263.74
Advertising	\$ 375.00
Arena Equipment	\$ 9,259.17
Supplies	
Sub Total	\$ 39,947.06
Total Revenue	\$ 1,895,482.43
Total Expenses	\$ 2,164,346.12
Profit(Loss)	\$ -268,863.69

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NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

December 7, 2009

Mayor John Rowswell
and Members of City Council

Outdoor Ice Rinks Committee – Update

At the December 1, 2008 meeting Council approved the following resolution:

Moved by: Councillor J. Caicco
Seconded by: Councillor T. Sheehan

Whereas outdoor ice rinks have historically been important winter gathering places for most Northern Ontario communities over the past several generations; and

Whereas, at one time, every school and every park in every neighbourhood had a skating rink that operated each winter to the delight of both young and old alike; and

Whereas, over the years, for a variety of reasons, the number of outdoor rinks that continue to operate for public use in Sault Ste. Marie have become smaller and smaller; and

Whereas, like all winter activity, ice skating and hockey and fresh air all contribute to healthier individuals and a healthier community; and

Whereas, neighbourhood ice rinks can provide easily accessible and relatively inexpensive recreation to people who might not otherwise be able to take advantage of such wonderful opportunities;

Now therefore be it resolved that city Council authorizes the formation of a Committee to be comprised of Councillor James Caicco as Chair and Councillor Terry Sheehan, School Board representatives from all local School Boards, appropriate City staff and School Board staff, a representative from the Sault Ste. Marie Youth Association and others deemed appropriate.

CARRIED.

Background

An initial meeting was held with the Councillors and staff to explore possible programs to increase outdoor ice rinks. There was a review of how other communities deliver their outdoor ice rink program. The committee decided that it should first explore possible partnerships.

Letters were sent to Algoma University, the Algoma District School Board, the Huron-Superior Catholic District School Board, Sault College, and the Downtown Association inquiring on interest in partnerships for outdoor rinks at schools. Interest in partnerships was received from the Downtown Association, Tarentorus Elementary School, Grandview Elementary School, and St. Pius X Elementary School.

A meeting was held with the Downtown Association. Discussion revolved around a partnership for a "flagship" outdoor rink in the downtown area.

A parent from the Tarentorus Elementary School Parents' Association contacted us and a meeting was arranged with their outdoor ice rink committee and the principal. The school has had an outdoor rink off and on for several years. Recently they have had an outdoor light installed close to the rink location that illuminates the area so that activity can take place outside of school hours in the evening. Two of their biggest challenges are water supply and rink boards. They are in need of assistance to replace their existing rink boards and could use support in putting them up and taking them down.

In conversations with the principal at Grandview Elementary School it was noted that the Parents' Association is very active and have had an outdoor rink for many years in conjunction with Sister Mary Claire Elementary School. They also have a light installed that illuminates the area so that activity can take place outside of school hours in the evening. Their rink boards are in dire need of being replaced.

We were contacted by the principal of St. Pius X Elementary School and a meeting was arranged. They have not had an outdoor ice rink for many years; however they have an active Parents' Association that is very excited about getting a rink started. They have an area identified that takes advantage of outdoor lighting that is already in place. They too are looking at how they can fund rink boards.

Extent of Partnership

A partnership with the Downtown Association is uncertain at this time. Any developments will be brought to Council for your consideration.

The outdoor rinks located at the three schools are not in the vicinity of any of the existing City outdoor rinks and in fact compliment the outdoor rink program quite nicely. The Tarentorus Elementary School is located in the north end of the city, Grandview Elementary School is located in the far east end of the city, while St. Pius X Elementary School is located centrally.

With regards to the supply of the rink boards and the setting-up and taking down of them, staff reviewed many factors such as cost of material, staff time, and risk management factors, and recommends that the City's level of participation be the supply of the rink boards.

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The capital cost of the rink boards is estimated at \$5,000. and could be funded from the 5% Sub-Dividers Reserve Account. Annual replacements of deteriorated rink boards can be accommodated within the Parks Division's annual budget.

Recommendation

It is recommended that Council approve staff entering into partnerships with Tarentorus Elementary School, Grandview Elementary School, and St. Pius X Elementary School in order to provide outdoor rinks at their schools, and that the City's partnership level consist of the supply of the rink boards; and further, that the initial cost of supplying the rink boards (estimated at \$5,000.) be funded from the 5% Sub-Dividers Reserve Account.

Respectfully submitted for your consideration,

Nicholas J. Apostle
Commissioner Community Services

jb/council/2009/outdoor rinks committee update dec 7

[Signature]
RECOMMENDED FOR APPROVAL
Joseph M. Frates
Chief Administrative Officer

cc: J. Elliott, Commissioner PWT
W. Freiburger, Commissioner of Finance
R. Travaglini, Manager Parks Division
J. Cain, Manager Recreation & Culture
M. Turco, Algoma District School Board
J. Stadnyk, Huron Superior Catholic District School Board
Principal, Tarentorus Public School
Principal, Grandview Public School
Principal, St. Pius X Elementary School

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COPY

2009 03 02

Mr. Mario Turco, Director of Education
Algoma District School Board
644 Albert Street East
Sault Ste. Marie, ON P6A 2K7

Dear Mr. Turco:

Community Outdoor Ice Rinks

On December 1, 2008 City Council passed a resolution regarding the importance of winter gathering places for Northern Ontario Communities, particularly outdoor ice rinks. City Council wishes to ascertain whether or not local youth, their parents, their educators and their City, with the help of local businesses and other volunteers, might be able to encourage the re-establishment of outdoor ice rinks in our community, as a very important health and recreation initiative.

Schools and community organizations play a vital role in the promotion and support of healthy life styles and are an integral neighborhood gathering place. Your feedback regarding our local outdoor ice rinks and their ability to meet the community needs would be appreciated.

We would like to meet with you to review the following:

- Do the present City owned and operated outdoor rinks presently meet the community's needs? (Esposito Rink, Merrifield Rink, Anna McCrea Rink, Art Jennings Speed Skating Oval)
- Do the Boards of Education and the community see opportunities for partnerships or untapped resources, with regard to the future development of outdoor ice rinks?

Please contact Margaret Hazelton, Supervisor of Recreation, Recreation & Culture Division of the City of Sault Ste. Marie, at (705) 759-5313 or e-mail her at m.hazelton@cityssm.on.ca to indicate your interest and a time we can meet to review community outdoor rinks. I look forward to working with you on this initiative.

Thank you.

James Caicco
Councillor Ward 1

ii/rec&cult/sports/outdoor rinks/09/letter of interest – Algoma District School Board

cc: N. Apostle, Commissioner Community Services



2009 12 07

Mayor John Rowswell
and Members of City Council

**Sault Ste. Marie Municipal Heritage Committee - Designated Property Grant
Abitibi Head Office (St. Marys Paper) – 75 Huron Street**

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the city of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of the heritage features of their properties.

Through the Designated Property Grant Program, an owner may make application to receive one grant per calendar year for work done on the heritage elements of the designated heritage property. The grant is paid to owners who have successfully completed approved restoration/conservation projects to the exterior of the property. The grants normally do not exceed 75% of the approved project cost. The Designated Property Grant Program is capped at \$12,000.00 annually.

The Municipal Heritage Committee received an application in March 2009 from the owner of the **Abitibi Head Office (St. Marys Paper)** located at 75 Huron Street, which is a designated heritage building.

The project involved the installation of heat trace cables on the north roof of the building to reduce the build-up of ice which was causing damage to the slate roof tiles and was a safety hazard. The slate roof is a heritage feature of the building and very costly and difficult to replace. The Municipal Heritage Committee supports the project in order to maintain the integrity of the slate roof.

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The total cost of the project to the owners was \$14,490.00. The maximum allowable grant under the Designated Property Grant Program is \$3,000.00. The following resolution was passed by the Municipal Heritage Committee at their April meeting:

Moved by: H. Robbins
Seconded by: A. Macgregor

"Resolved that the Members of the Sault Ste. Marie Municipal Heritage Committee approve a grant of \$3,000.00 to the St. Marys Paper Corporation for the installation of heat trace cables on the north roof of the office building at 75 Huron Street - **Abitibi Head Office**, a designated building under Part IV of the Ontario Heritage Act known; and further that a report be sent to City Council to approve the payment."

CARRIED

Recommendation

The Municipal Heritage Committee requests that City Council approve a grant of \$3,000.00 to St. Marys Paper Corporation for the installation of heat trace cables on the north roof of the office building at 75 Huron Street - **Abitibi Head Office**, a designated building under Part IV of the Ontario Heritage Act, with the funds to come from the Designated Property Grant account.

Respectfully submitted for your approval on behalf of the Sault Ste. Marie Municipal Heritage Committee,

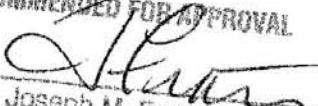


Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,



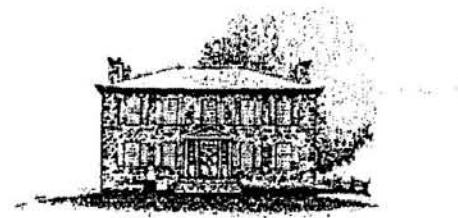
Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

cc: S.S.M. Municipal Heritage Committee

attachment

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Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975.

1. Applicant

Name ST. MARYS PAPER CORP.	Telephone (include area code) (705) 942-6070 Ext 2314
Address 75 HURON STREET, SAULT STE MARIE, ON	Postal Code P6A 5P4

2. Property for which application is being made:

75 HURON STREET

3. Have you previously received a Designated Property Grant for this property?

Yes No

(If "Yes, give date and amount)

Date

Amount

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
Cost of installing Heat Trace cables on North roof to reduce ice buildup and safety hazard	13,500

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount \$ 3,000
Other Level of Government Funding	\$
Private Funds	\$

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant

Date March 30, 2009

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code and Municipal By-laws.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation and Culture Division.

St. Marys Paper Corp.

75 Huron Street, Sault Ste. Marie, ON P6A 5P4
Ph: (705)942-6070 Fax: (705)942-8234

Purchase Order

Page 1 of 1

5(p)

To Vendor: SUPERIOR INDUSTRIAL SERVICES 1235 PEOPLES ROAD SAULT STE. MARIE ON P6C 3W7. CAN	TISUPEII Ph. 705-759-5148 Fax:705-759-4816	Ship To: ST. MARYS PAPER CORP. MAIN STORES 75 HURON STREET SAULT STE MARIE, ON P6A 5P4 CAN	Purchase Order Number 208415				
			Confirm No				
			Date 11/05/2008				
Send Original Invoice To: ST. MARYS PAPER CORP., 75 Huron Street, Sault Ste Marie, ON, P6A-5P4 GST Number: 844764399RT (Ont. Retail Sales Tax Vendor Permit#2027-4343)		Shipper Terms Net 30 days F.O.B.	Promised Date 11/5/08 Date Required 00/00/0000 Vendor Contact				
<p>Note: 1. Vendor must show the Purchase Order No., and Line Item No. on all Invoices, packages, etc. 2. Full compliance with WHMIS legislation is mandatory 3. If performing work on site, vendor is subject to St. Marys Paper Corp.'s requirements for outside contractors.</p>							
<p>Comments:</p>							
<p>Instructions: Mail invoices in duplicate to the above address unless otherwise shown below with the original bills of lading or express receipts attached, at time of shipment.</p>			<p>Tax Codes: GP - PST and GST applies G3 - GST applies, PST exempt</p>				
No.	Quantity	U/M	Description/Comments	Sku Code	Tax	Rate	Ext Price
1	1.00	LOT	To cover the cost to Install Heat Trace cables on north roof of main office building. Ice build up causing safety hazard. As per revised quote. account number: 44 135 7010	DB00482NR	G3	13,500.00	13,500.00
2	1.00	LOT	Cost correction to PO 208415, additonal day rental of manlift for finishing warehouse repairs. WO 2008-06274 account number: 87 999 8058 cost reduced from \$1750.00 after negociation	DB00482NR	G3	1,000.00	1,000.00
<p>Invoice units must equal PO units All Funds: CN All Items must be CSA approved No plastic bearing cages or styrofoam chip packing accepted.</p>				<p>Grand Total \$14,500.00</p>			
<p>* Represents a modified line</p>				<p>Purchasing Contact: Steve Dale</p>			
<p>Acknowledge Promptly</p>				<p>Unless prearranged, please advise prices, FOB Point, and Shipping Date</p>			

St. Marys Paper Corp.

75 Huron Street, Sault Ste. Marie, ON P6A 5P4
Ph: (705)942-6070 Fax: (705)942-8234

Requisition

1 ST. MARYS PAPER CORP.

5(P)

To: SUPERIOR INDUSTRIAL SERVICES
1235 PEOPLES ROAD
SAULT STE. MARIE, ON P6C 3W7
Ph: 705-759-5148 Fax: 705-759-4816

Req. Number	Date	Page
63876	11/4/08	1 of 1

Requisition Status: Closed

Approval Status: Approved

Comments:

Due Date		Requisitioner			
	Net 30 days	mitch_m			
No.	Item/Work Order/Description/Comments	Req.	Quantity U/M	Rate	Cost
1	DB00482NR To cover the cost to Install Heat Trace cables on north roof of main office building. Ice build up causing safety hazard. As per revised quote.		1.00 LOT	13,500.00	13,500.00
					Grand Total \$13,500.00



5(p)

Superior Industrial Services

1231 Peoples Road,
Sault Ste. Marie, ON. P6C 3W7
Tel:(705)759-5148 Fax:(705)759-4816

Sold To:

St. Mary's Paper Corp.
75 Huron Street
Sault Ste. Marie, ON
P6A 5P4
Att: Teresa Lopes

Job Location:

75 Huron Street
Sault Ste. Marie, ON P6A 5P4
(705) 942-6070

Invoice Number

W10649

Invoice Date

18-Nov-08

Terms

30 Days

Customer Code

STMA

Reference

208415

Customer Order

4152

Work Order #

Industrial

Work Order Type

75 Huron St

Job Location

MIKE MITCHELL

Called By

10-Nov-08

Starting Date

14-Nov-08

Ending Date

Work Performed

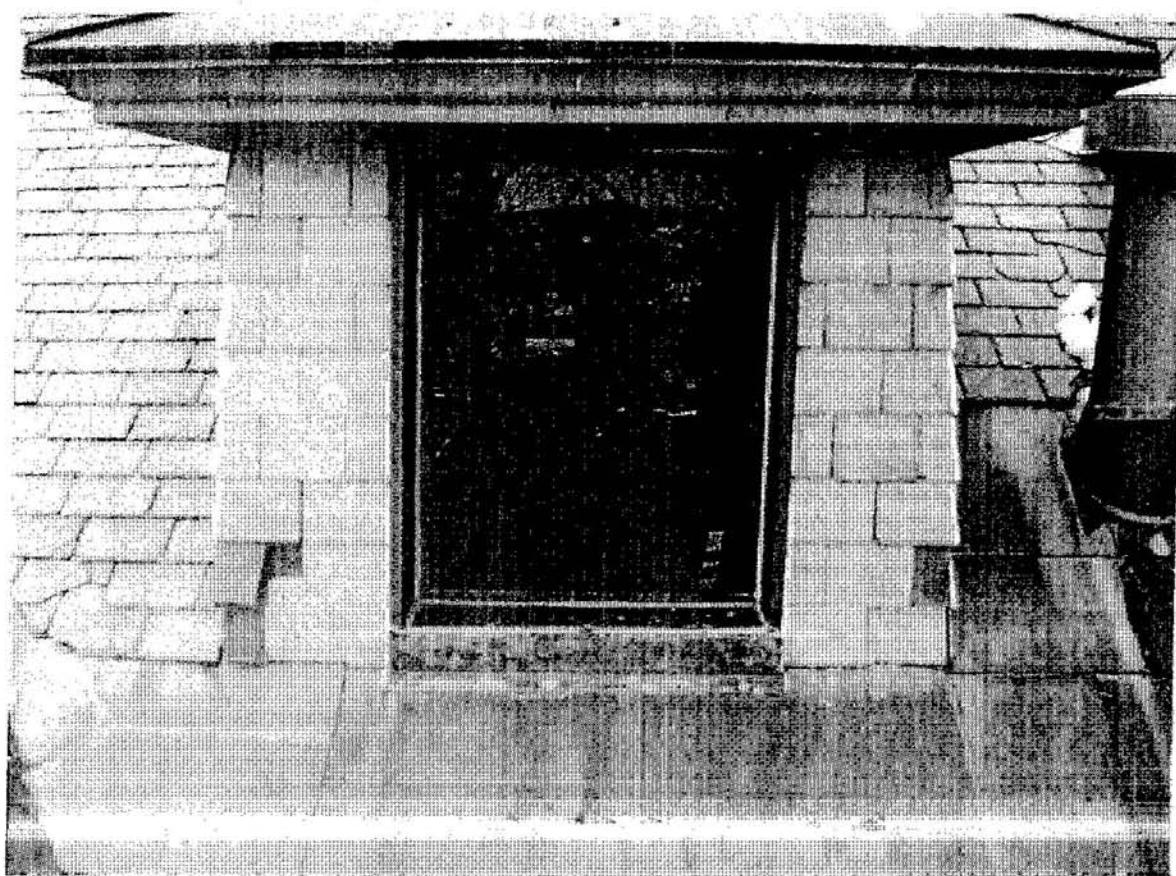
HEAT TRACE ON HERITAGE BUILDING

13,800.00

REVISED - DEC. 9, 2008

Subtotal	13,800.00
G.S.T.	690.00
P.S.T.	0.00
Total Invoice	\$14,490.00

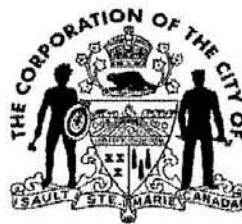
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5(q)

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

2009 12 07

File: B-07-08

Mayor John Rowswell and
Members of City Council

Re: Solar Project - Opportunity under the Green Energy and Green Economy Act

Purpose:

The purpose of this report is to inform Mayor and Council of a proposed solar energy opportunity for the Corporation of the City of Sault Ste. Marie.

Information:

During the meeting of the Green Committee on November 12, 2009, representatives from Superior Energy Solutions, Ted Curry and Denis Turcotte, provided information on a solar energy opportunity for municipal rooftops. One specific application was a 10KW project for the Civic Centre with a 2010 timeline for installation and operation. The presentation also highlighted what solar energy is, how rooftop photovoltaic solar energy systems work, the Feed-In-Tariff (FIT) opportunity through the Ontario Power Authority (OPA), and environmental benefits of utilizing solar energy.

Municipalities across Ontario have already established rooftop photovoltaic systems under the previous Renewable Energy Standard Offer Program (RESOP), including the Corporation of the City of North Bay. The Association of Municipalities of Ontario (AMO) through Local Authority Services Ltd. (LAS) is also offering a rooftop solar photovoltaic program to allow municipalities to take advantage of the FIT.

All committee members agreed that it was an interesting opportunity, but required additional information and want to explore potential partnerships and funding sources. Energy projects are a natural fit with the local distribution company, Sault Ste. Marie Public Utilities Commission (SSM PUC). As such, a meeting has been scheduled with the SSM PUC to discuss their position on solar energy and interest in this type of project.

The Municipal Environmental Initiatives Committee (the Green Committee) is in support of a demonstration project located on the roof of the Civic Centre. The use of solar energy is in line with the mandate of the Green Committee and could be utilized as a public awareness tool. A demonstration project will allow us to explore solar energy in greater detail and determine if additional projects on other municipal buildings (e.g. Essar Centre, John Rhodes or Transit) are feasible. A report to Council, with recommendations from the Green Committee, will follow the discussion with the SSM PUC.

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This report is submitted for Council's information.

Respectfully submitted,

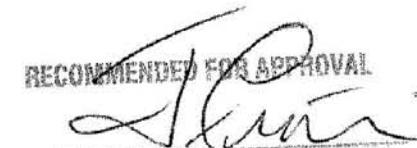
Recommended for Approval:

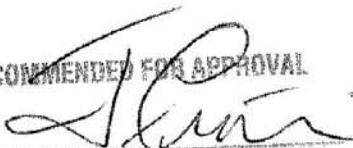
Madison Zuppa

Madison Zuppa, MES
Environmental Initiatives Coordinator



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department


RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

5(r)

Engineering & Construction Division

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

December 7, 2009

File: 1.433

Mayor John Rowswell
Members of Council

**Re: Millennium Court - Repair of Sanitary Laterals
Contract 2009 – 7E - Miscellaneous Paving**

Millennium Court is a nine year old street with Class A services constructed by a private developer. Over the past few years, it has become evident that the sanitary laterals on the south side of the street have failed and need to be reconstructed. There have been some backups in basements. To date, Public Works has repaired one lateral and completed a temporary repair on another, under emergency repairs. Our video camera inspection of November 11, 2009 indicates that five laterals require a permanent repair. The evidence is that much of the problem lies on the city side of the property line.

It is our recommendation that these laterals be repaired. Clearly, they have failed prematurely, but the city has no recourse under the subdivision agreement to reject the work as the guarantee period has long expired. The problem could be a result of poor design/site inspection, construction, materials, workmanship and/or settlement of the ground which has lowered and in some cases displaced the laterals.

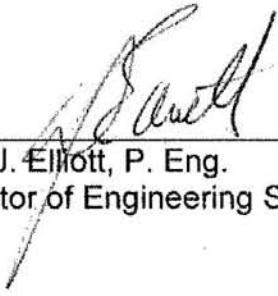
Given the extent of the work, Public Works has requested that the Engineering Department retain a private contractor to complete the remaining repairs. We have negotiated a contemplated change order under the contract with Elwood Robinson Ltd. for miscellaneous construction in 2009. The actual cost of this repair will not be known until the extent of the repairs are delineated in the field; however, the high range of our estimate is approximately \$170,000. A large portion of the estimate is restoration of lawns, driveways, landscaping, curbs and roadway. It is our intention to complete the repairs to the laterals now, and the restoration in 2010. The actual cost can be covered by the 2009 and 2010 sewer surcharge budgets.

If during the course of these repairs, we discover and document evidence of poor design, construction, materials or workmanship, we can at that time consider our legal options against the developer. We recommend delaying that decision until then.

The Engineering Department recommends Council approve the repair of the deficient sanitary laterals on Millennium Court in 2009, and the completion of restoration in 2010 as a change order under City contract 2009-7E with Elwood Robinson, with funding to come from the sewer surcharge.

5(r)

Respectfully submitted,


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

Recommended for Approval:


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

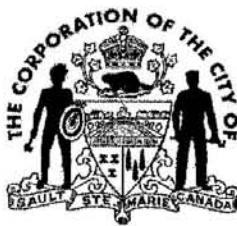
F:\ENGINEERING DATA\COUNCIL\D. Elliott\2009\Millennium Court Sanitary Laterals - 2009 12 07.doc

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(s)

2009 12 07

Our File: A-07-5-04

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: RECONSTRUCTION OF WELLINGTON STREET EAST ENGINEERING SERVICES
REVISED ENGINEERING AGREEMENT**

At the meeting of 2007 02 26 Council approved retaining the firm of Totten Sims Hubicki (now AECOM) for the design and contract administration of the Reconstruction of Wellington Street East from Trunk Road to East Street.

The original agreement provided for an upset limit of \$870,000 for design and contract administration services. Based on a review of the outstanding engineering tasks, that include site inspection, contract administration, preparation of as-builts etc., AECOM estimates that an additional \$95,000 in fees will be required to complete the project. This would increase the original allocation from \$870,000 to \$965,000.

It should be noted that the original allocation for the engineering fees for this multi-phase project was established at the outset of the project back in October, 2006 based on the understanding of the scope work at that time. Throughout the duration of the project, there have been a number of additional and unexpected tasks that were undertaken due to various changes to scope of our work which resulted in extra fees being incurred. These tasks generally include the following:

- Extended reconstruction limits on Trunk Road, Pim Street and Pilgrim Street which resulted in additional design being carried out.
- Completed the design of new traffic signals at Trunk, Pine, Simpson, Church and Pim intersections including preparation of PHM traffic drawings. In the past, these services were normally provided through the City traffic department but it was decided during the project that this task would now be carried out by the Consultant.
- Extended construction periods for both the 2008 and 2009 contracts which resulted in an additional six (6) weeks of construction inspection and administration time.
- An environmental subconsultant was required for the 2009 contract to complete testing and reporting on three potentially contaminated areas.

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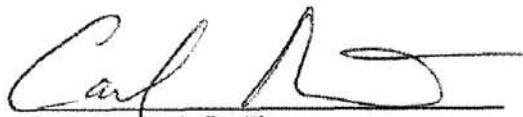
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2009 12 07
Page two

- Additional time over what was expected was spent in the design, inspection and administration of the new watermain and appurtenances due to new requirements and protocols established by the PUC and approval agencies.

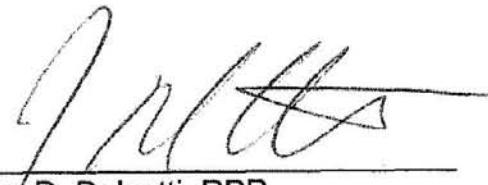
It is recommended that Council approve the additional fee of \$95,000 to provide for a new upset limit of \$965,000 for the Wellington Street East project. This fee together with the construction cost is still tracking within the approved budget for this project.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

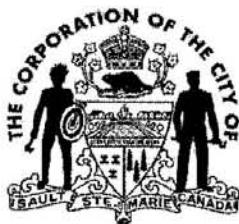
CR/al

~~RECOMMENDED FOR APPROVAL~~

Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

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2009 12 07

Our File: Contract 2009-16E and Contract 2009-17E

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: LANDFILL CONTRACTS – 2009-16E AND 2009-17E

- (1) METHANE MONITORING AND MITIGATION; AND**
- (2) FORCEMAIN FLUSHING CONNECTIONS**

Tenders received for Contract 2009-16E were opened at a public meeting Thursday, November 26, 2009 in the Steelton Room of the Civic Centre. Present at the opening was Councillor Grandinetti as well as City and Consultant staff.

The work consists of the supply and installation of methane detection system, pressurization test of the administration building, the modification or replacement of the administration building's roof top unit based on the results of the pressurization test and the supply and installation of ventilation equipment.

A total of two (2) tenders were received. Each tender has been checked as shown on the attached report from AECOM. The low tender was **\$47,830 (excluding GST)** received from S&T Electrical Contractors.

Tenders received for Contract 2009-17E were opened at a public meeting Friday, November 27, 2009 in the Steelton Room of the Civic Centre. Present at the opening was Councillor Mick as well as City and Consultant staff and contractor representatives.

The work consists of supplying all labour and equipment and any materials not specifically supplied by the City for the installation of five flushing connections along an existing 200mm diameter leachate forcemain on the site of the Municipal Landfill.

A total of three (3) tenders were received. Each tender has been checked as shown on the attached report from AECOM. The low tender was **\$63,623.81 (excluding GST)** received from Avery Construction Ltd.

In a Council report dated 2009 11 23 the pre-tender estimate to complete both of these projects was \$180,000.00 including engineering. It is understood by staff that with the tender prices for these projects, in addition to our engineering estimates, this work can be accomplished within budget.

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2009 12 07
Page two

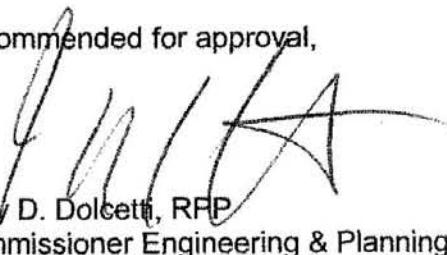
Accordingly, we recommend that Contract 2009-16E be awarded to S&T Electrical Contractors. By-Law **2009-208** authorizing execution of the Contract has been placed on the Agenda for your consideration. Also, that Contract 2009-17E be awarded to Avery Construction Ltd. By-Law **2009-209** authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,


Susan Hamilton Beach, P. Eng.
Land Development & Environmental Engineer

SH/al
attachments

Recommended for approval,


Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

November 30, 2009

Mrs. Susan Hamilton Beach, P. Eng.

City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mrs. Hamilton Beach:

Project No: 112946

Regarding: Methane Monitoring and Mitigation
Sault Ste. Marie Municipal Landfill
Contract No. 2009-16E
Tender Report

We have reviewed the tenders received by the City Clerk's office on Thursday, November 26, 2009 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2009-16E – Methane Monitoring and Mitigation consists of:

- Supply and Installation of methane detection system.
- Pressurization test of administration building.
- Modification or replacement of administration building roof top unit based on results of pressurization test.
- Supply and installation of ventilation equipment.

The tender advertisement was published in the Sault Star on Saturday, November 14, 2009 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of six (6) Contractors picked up tender documents during the tender period following submission of the \$50.00 refundable deposit.

During the tender period, there were several questions that were subsequently clarified by a single addendum.

RECEIVED

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2.0 Summary of Tenders

Two (2) Contractors submitted sealed tenders for Contract No. 2009-16E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, November 26, 2009. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Grandinetti in the presence of City and Consultant staff. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$5,000 tender deposit and agreement to bond.

The tender deposits, which were in the form of certified cheques, were retained by the City. The tender submissions were retained by the Consultant for a further review of each tender submitted.

The following were the results of the submitted Total Tender Values, including GST, in ascending order of bid price:

- | | | |
|----|-----------------------------------|-------------|
| 1. | S&T Electrical Contractors Ltd. - | \$50,221.50 |
| 2. | Henderson Metal Fabricating Co. - | \$67,557.00 |

It should be noted that the Total Tender Value for each tender EXCLUDES a contingency allowance but includes pricing for two options (upgrading the existing administration building roof top mechanical unit and replacement of the roof top mechanical unit).

The Engineer's tender estimate for this Contract was \$78,750 (including GST). The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 1. The following specific comments are noted:

1. All tenders were properly signed and executed.
2. This is a lump sum contract. The calculated GST was checked and confirmed to be correct for each submitted tender.
3. The Instructions to Tenderers indicated that all tenders were to include a \$5,000 tender deposit in the form of a certified cheque. All tenders complied with submission of the required certified cheques.
4. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to each tender submitted.

4.0 Discussions

In our review of the tenders submitted, we did not note any significant errors or omissions with the tenders that would lead to disqualification of any of the submitted tenders.

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With respect to the low tenderer, S&T Electrical Contractors Ltd., they are a well known local Contractor and have completed other similar contracts including previous contracts for the City of Sault Ste. Marie. They have indicated in their submission that all work will be completed by their own forces (ie. no subcontractors).

5.0 Tender Estimate

The low tender amount of \$50,221.50 (incl. GST) is lower than the Engineer's tender estimate by \$28,528.50 (incl. GST).

6.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following:

1. The required by-law be passed by Council as per the attached Form of Agreement for execution of the related construction contract; and
2. AECOM be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

Should you have any questions regarding the contents of this Tender Report please contact the undersigned.

Yours very truly,
AECOM Canada Ltd.



Rick Talvitie, P. Eng.
Project Manager

RT:nm

Encl.



AECOM
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4
www.aecom.com

5(+)

November 30, 2009

Mrs. Susan Hamilton Beach, P. Eng.

City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mrs. Hamilton Beach:

Project No: 112946

**Regarding: Forcemain Flushing Connections
Sault Ste. Marie Municipal Landfill
Contract No. 2009-17E
Tender Report**

We have reviewed the tenders received by the City Clerk's office on Friday, November 27, 2009 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2009-17E – Force main Flushing Connections consists of supplying all labour and equipment and any materials not specifically supplied by the City for the installation of five flushing connections along an existing 200 mm diameter leachate force main on the site of the Sault Ste. Marie municipal landfill. Most of the materials required for this contract were pre-purchased by the City which will permit a quick construction start.

The tender advertisement was published in the Sault Star on Saturday, November 14, 2009 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of seven (7) Contractors picked up tender documents during the tender period following submission of the \$50.00 refundable deposit.

During the tender period, there were several questions that were subsequently clarified through three addenda.

RECEIVED

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ENGINEERING DEPARTMENT

2.0 Summary of Tenders

Three (3) Contractors submitted sealed tenders for Contract No. 2009-17E to the City Clerk's office prior to the closing time of 3:00 p.m. on Friday, November 27, 2009. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Mick in the presence of City staff, Consultant staff and representatives of all three Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$2,000 tender deposit and agreement to bond.

The tender deposits, which were in the form of certified cheques, were retained by the City. The tender submissions were retained by the Consultant for a further review of each tender submitted.

The following were the results of the submitted Total Tender Values, including GST, in ascending order of bid price:

1.	Avery Construction Ltd.	-	\$66,805.00
2.	R.M. Belanger Ltd.	-	\$78,629.25
3.	Palmer Construction Group Inc.	-	\$171,150.00

It should be noted that the Total Tender Value for each tender EXCLUDES a contingency allowance but includes a provisional item for leachate removal.

The Engineer's tender estimate for this Contract was \$52,500. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 1. The following specific comments are noted:

1. All tenders were properly signed and executed.
2. The tenders were checked for mathematical errors. All tenders were correctly calculated in computing the Total Tender Value on page 3 of the Form of Tender. The total tender value on page 1 of the Form of Tender was to include the GST. The value included on page 1 of the form of tender submitted by Avery Construction Ltd. excluded the GST. The corrected value does not impact the tender results.
3. The Instructions to Tenderers indicated that all tenders were to include a \$2,000 tender deposit in the form of a certified cheque. All tenders complied with submission of the required certified cheques.
4. The tender document called for submission of Statements 'A' to 'E' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.

5. The tender also included Statement 'E' for alternative prices. None of the bidding Contractors provided alternative prices.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to each tender submitted.
7. The tenders were to provide a completed Statement of Canadian Content. The tender submitted by Palmer Construction Group Inc. excluded the required form and the form submitted by Avery Construction was not endorsed.
8. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No.'s 1, 2 and 3.

4.0 Discussions

The tender submitted by Palmer Construction Group Inc. excluded the required Statement of Canadian Content and the form submitted by Avery was not endorsed. Section 22 of the Information to Tenderers indicates that submissions that exclude the Statement of Canadian Content or are submitted but not endorsed are to be evaluated assuming the tender does not include any Canadian Content. The Statement of Canadian Content Form indicates a 10% price preference will be applied in respect of the Canadian content of goods and services supplied in the requirements of the contract.

Based on the foregoing, only the tender submitted by Belanger is entitled to a 10% price preference. Therefore for the purpose of evaluating the tenders the following tender values were used:

1.	Avery Construction Ltd.	-	\$66,805.00
2.	R.M. Belanger Ltd.	-	\$70,766.33 (10% price preference)
3.	Palmer Construction Group Inc.	-	\$171,150.00

Therefore the application of the 10% price preference does not impact the order of the tenders.

The low tenderer, Avery Construction Ltd., is a well known local Contractor that has completed other similar contracts including previous contracts for the City of Sault Ste. Marie. They have indicated in their submission that all work will be completed by their own forces (ie. no subcontractors).

5.0 Tender Estimate

The low tender amount of \$66,805 (incl. GST) is higher than the Engineer's tender estimate by \$14,305.00 (incl. GST). The higher price may, in part, be attributable to the time of year that the work will be completed.

6.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following:

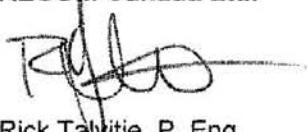
1. The required by-law be passed by Council as per the attached Form of Agreement for execution of the related construction contract; and

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2. AECOM be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

Should you have any questions regarding the contents of this Tender Report please contact the undersigned.

Yours very truly,
AECOM Canada Ltd.



Rick Talytie, P. Eng.
Project Manager

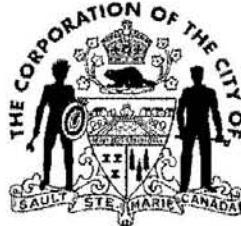
RT:nm

Encl.

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LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. L.5.2.4

REPORT TO: Mayor John Rowswell and Members of Council
REPORT FROM: Lorie A. Bottos, City Solicitor
DATE: 2009 12 07

Re: Agreement with Molson Canada 2005 for pouring rights at the Essar Centre

Purpose

The purpose of this report is to recommend to council the entering into of an agreement with Molson Canada 2005 for the pouring rights at the Essar Centre

Background and Comment

Molson Canada 2005 was the successful bidder on the City's request for proposal for beer pouring rights at the Essar Centre. The RFP was dated December 5, 2008.

The agreement has now been prepared. The agreement is from February 1, 2009 to June 30, 2012. Beer includes alcohol, non-alcoholic malt beverages, wine coolers and spirit-based coolers. The agreement makes allowances for major national and international events were there may be a requirement for a competing brand (paragraph 4). Each party has to provide the other with proof of insurance for \$5,000,000.

Recommendation

By-law 2009-206 appears on your agenda this evening. It authorizes the agreement between the City and Molson Canada 2005 and is recommended for your approval.

Respectfully submitted,

Lorie Bottos

Lorie Bottos
City Solicitor

LAB/dh

Council Reports\2009\Molson pouring rights agrt

Slater
RECOMMENDED FOR APPROVAL
Joseph M. Slater
Chief Administrative Officer

5(v)

LORIE BOTTOSS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R.1.2.19

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2009 12 07

RE: **Appointment of By-law Enforcement Officers
for the Snowmobile Trail Officer Patrol Program**

The Legal Department has been requested by the Sault Ste. Marie Police Service to appoint certain people to enforce the snowmobile by-law, By-law 69-6. By-law 2009-199 appears on your Agenda and appoints seven individuals to have the authority to enforce the snowmobile by-law within Sault Ste. Marie City limits. The term of this appointment is December 15, 2009 to March 30, 2010.

RECOMMENDATION

By-law 2009-199 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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

Lorie Bottos
City Solicitor

[Signature]
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

LAB/dh

cc: Chief Robert Davies, Sault Ste. Marie Police Service
Cst. J. Addison, Patrol Services, Sault Ste. Marie Police Service

5(w)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. L-334

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2009 12 07

SUBJECT: PROPOSED LEASE WITH ROGER'S COMMUNICATIONS INC.
TO PERMIT A CELL PHONE TOWER ON CITY PROPERTY
(NO. 2 FIRE HALL) AT 363 SECOND LINE WEST

PURPOSE

The purpose of this report is to recommend to Council the entering into a lease with Roger's Communications Inc. to allow that company to install a cellular phone tower at the rear of No. 2 Fire Hall at 363 Second Line West.

COMMENTS

Jim St. Jules, Assistant Fire Chief, and I met with Mr. Alan Lee of Rogers Communications to discuss that company's request to enter into a lease for a southern phone tower at the above-noted site. The height of the tower is 40 metres. The notice requirement required by Industry Canada on Rogers Communications Inc. is that notice be sent to all property owners within 120 metres (3 times the height of the tower) of the subject property where the tower is going to be located. Rogers has sent out the notice. In addition, notice was published in the Sault Star. The notice was a 10 page document that identified the project, the need for the project, contact information for further information at Rogers, along with a photo showing the type of tower to be installed. People were permitted 20 days within which to comment to Rogers. As of the date of the preparation of this report (November 30th) no calls have been received by Rogers or myself asking about the tower.

5(w)

- 2 -

The reason the tower is required by Rogers in this area of the City is to provide full cell phone coverage in the west end of the City. Right now Rogers is getting complaints from its customers of missed calls. Currently Rogers has 3 towers in Sault Ste. Marie. One is at Trunk Road and the Highway 17 bypass. Another is McNabb Street in the area of Shannon and third in the vicinity of Second Line and Great Northern Road.

The proposed lease with Rogers has an initial term of 5 years, with an annual rental of \$8,400.00. There is a right for Rogers to have three additional 5 year extensions.

The type of tower that is going to be installed is a pole tower (copy of photo attached), but without the flag. Rogers has found that having a flag attached to the tower sometimes results in complaints of noise from the nearby owners of property.

RECOMMENDATION

By-law 2009-203 is recommended for Council's approval. That by-law allows the Mayor and the Clerk to sign the Tenancy Agreement with Rogers Communications Inc.

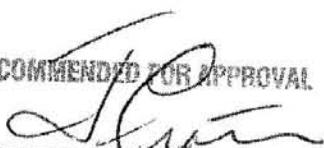
Respectfully submitted,



L. A. Bottos
City Solicitor

LAB/da

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(w)

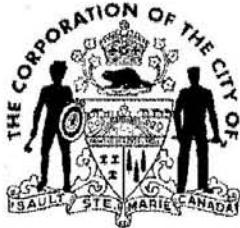


Flag Pole Tower

5(x)

LORIE BOTTOSS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO.: P.4.6.411

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2009 12 07

SUBJECT: REQUEST FROM ELEMENTA GROUP TO PURCHASE
FROM THE CITY APPROXIMATELY 22 ACRES OF
PROPERTY AT THE SOUTHEAST CORNER OF BASE
LINE AND LEIGH'S BAY ROAD

PURPOSE

The purpose of this report is to bring to Council's attention the request from Elementa Group to acquire 22.49 acres of property from the City at the southeast corner of Base Line and Leigh's Bay Road.

ATTACHMENTS

Attached to this report are the following:

- 1) John Febbraro's (Acting Executive Director of Development Sault Ste. Marie) letter to me dated November 13; and
- 2) Jayson Zwierschke's, President and CEO of Elementa Group (letter to John Febbraro dated October 30) to which is also attached a map showing the property in question.

COMMENT

Obviously Elementa is well known to City Council from its pilot project located at the Sault Ste. Marie Fifth Line Land Fill. For Elementa to move on to the next phase of its development, which is a commercialized plant, Elementa needs a larger site. Elementa has identified this property at Base Line and Leigh's Bay Road. The property is zoned M.3, which is the Heavy Industrial zone. This zone permits the Elementa operation.

5(x)

- 2 -

The price being offered by Elementa is set out in Jayson's letter to John. That price is reasonable in the circumstances given the size of the parcel being acquired by Elementa.

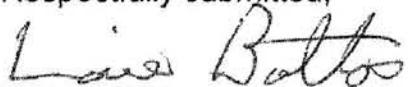
The result of the Elementa plant being located at this property will mean that garbage trucks are diverted to this plant. I understand from John Febbraro that this will mean that probably 10 to 15 normal sized refuse vehicles will be going to the Elementa Plant.

The property in which Elementa is interested is just to the north of the property that has been set aside for POD Generating.

RECOMMENDATION

The recommendation is that Council agree to convey to Elementa the 22.49 acres for a total price of \$376,707.50.

Respectfully submitted,



Lorie A. Bottos
City Solicitor

LAB/da
c.c. John Febbraro,
Acting Executive Director,
Development Sault Ste. Marie



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



DEVELOPMENT
Sault Ste. Marie
a division of the SSMEDC

5(x)

November 13, 2009.

Lorrie Bottos
City Solicitor
City of Sault Ste. Marie

**RE: Elementa Group Request to Purchase Land – Baseline Industrial Park
903 Baseline Rd**

Dear Mr. Bottos:

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is successfully helping to build the brand that Northern Ontario and Sault Ste. Marie is the preferred place to do business, offering exceptional value and service. Sault Ste. Marie has been designated as the "Alternative Energy Capital of North America" and our various green technology and energy projects represent an investment of over \$1 billion and are at all phases in the development cycle from planning to demonstration to commercialization. Elementa is one of those projects.

The SSMEDC through Development SSM and the City of Sault Ste. Marie, have been working very closely with Elementa for the five years. They chose Sault Ste. Marie to demonstrate their pilot technology and now construct their "Waste to Clean Energy" facility to demonstrate to the world the advantages and the benefits of this technology. Elementa's technology project is a perfect fit with Sault Ste. Marie's growing green technology and alternative energy sector. Aside from our strategic location and operational advantages, there are synergies with other local companies.

Elementa will expand its pilot technology into a new \$30 million "Waste to Clean Energy" facility in Sault Ste. Marie creating 25 jobs. The company uses a molecular restructuring steam reformation process that vaporizes solid waste into a synthetic gas – similar to natural gas – which can be used for power generation. As it's a non-incineration process in an oxygen-free environment, there are no noxious oxide or dioxin emissions. Simply put, Elementa creates clean energy, and its patented, cutting-edge technology continues to draw attention from countries around the world. This next phase of the project was made possible due to the successful negotiation between the City of Sault Ste. Marie and Elementa for a long term MSW supply agreement.

The SSMEDC is totally supportive of this project and is extremely excited to be adding another green technology company to our growing sector. Sault Ste. Marie is leading the way in the province and this project will be a clear

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demonstration of investment and job creation anticipated in the Green Energy Act

In order to continue to expand this project, Elementa is requesting to purchase approximately 22 acres in the Baseline Industrial Park – 903 Baseline adjacent to the Flakeboard Melamine Lamination Facility. Elementa has requested this piece of property as the City of Sault Ste. Marie indicated that the usage of this type of operation is M3 "Heavy Industrial" and this property is zoned M3. In addition, the landfill site was not an option due to the fact that building a permanent operation at the landfill site will impede the Landfill EA process that is currently underway.

Elementa is asking to purchase 16.8675 acres at \$20,000/acre due to extensive site preparation and 5.6225 acres at \$7000/acre due to marginally developable land due to terrain, soil and access. The total cost is \$376,707.50. A Letter of Intent and a Map highlighting the property are attached.

The Sault Ste. Marie Economic Development Corporation is requesting that you bring forward this request to Council in Caucus for their approval. I can be present to answer any questions Council may have.

We will continue to work with Elementa into their next phase of operations and ensure that they are successful in Sault Ste. Marie. If you have any questions, please feel free to contact me anytime.

Yours truly,

John Febbraro

John Febbraro
A/Executive Director
Development Sault Ste. Marie

Elementa

October 30, 2009.

John Febraro
A/Executive Director
Development Sault Ste. Marie
Sault Ste. Marie Economic Development Corporation
99 Foster Drive, Level Three
Sault Ste. Marie, ON
P6A 5X6

Dear Mr. Febraro:

RE: Letter of Intent To Purchase Subject Property 903 Base Line

Elementa has been working with the City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation for over four years in the development of unique green innovative conversion technology which reforms municipal solid waste (MSW) to clean renewable energy.

Elementa has fulfilled its requirements of the Memorandum of Understanding between Elementa Group Inc. and the City of Sault Ste. Marie and has entered into a long-term MSW supply agreement.

Further to our notice of intent, after extensive due diligence including detailed discussions with City of Sault Ste. Marie and Sault Ste. Marie Economic Development Corporation staff, Elementa proposes to purchase the subject property at 903 Base Line. This principally forested 22.49 acre property is located east of Leigh's Bay Road, south of Base Line, west of Flakeboard's Melamine plant and north of the Pod Generating Group's property, as per attachment.

Further to our discussions, and understanding values south of the subject property and within the area, we are prepared to pay \$376,707.50. This calculation is based on the following:

16.8675 acres at \$20,000 per acre	\$337,350.00
(extensive site preparation and landscaping required, but is generally good workable & developable land as presented by the SSMEDC, refer to condition #2)	
5.6225 acres at \$7,000 per acre	
(marginally developable land due to terrain, soil, access, etc., but will be used as a buffer)	39,357.50
Total	\$376,707.50

/...2



Elementa

Page 2

This proposal is conditional upon the:

- 1) completion of a successful Environmental Assessment with the receipt of appropriate Certificate of Approvals
- 2) successful geological testing to support building and equipment foundations.

Upon an agreement of purchase and sale being entered into, Elementa will forward a deposit of \$5,000 and the entire balance will be paid in cash in full upon closing. Survey to be supplied by the city.

This purchase will lever our plant investment of over \$30 million with an estimated economic impact of over \$73.44 million, the creation of jobs and will increase the city's municipal industrial tax base.

It is a pleasure to work with Sault Ste. Marie to demonstrate to the world that a viable solution exists to solve land fill problems, dramatically reduce green house gases and generate clean renewable energy.

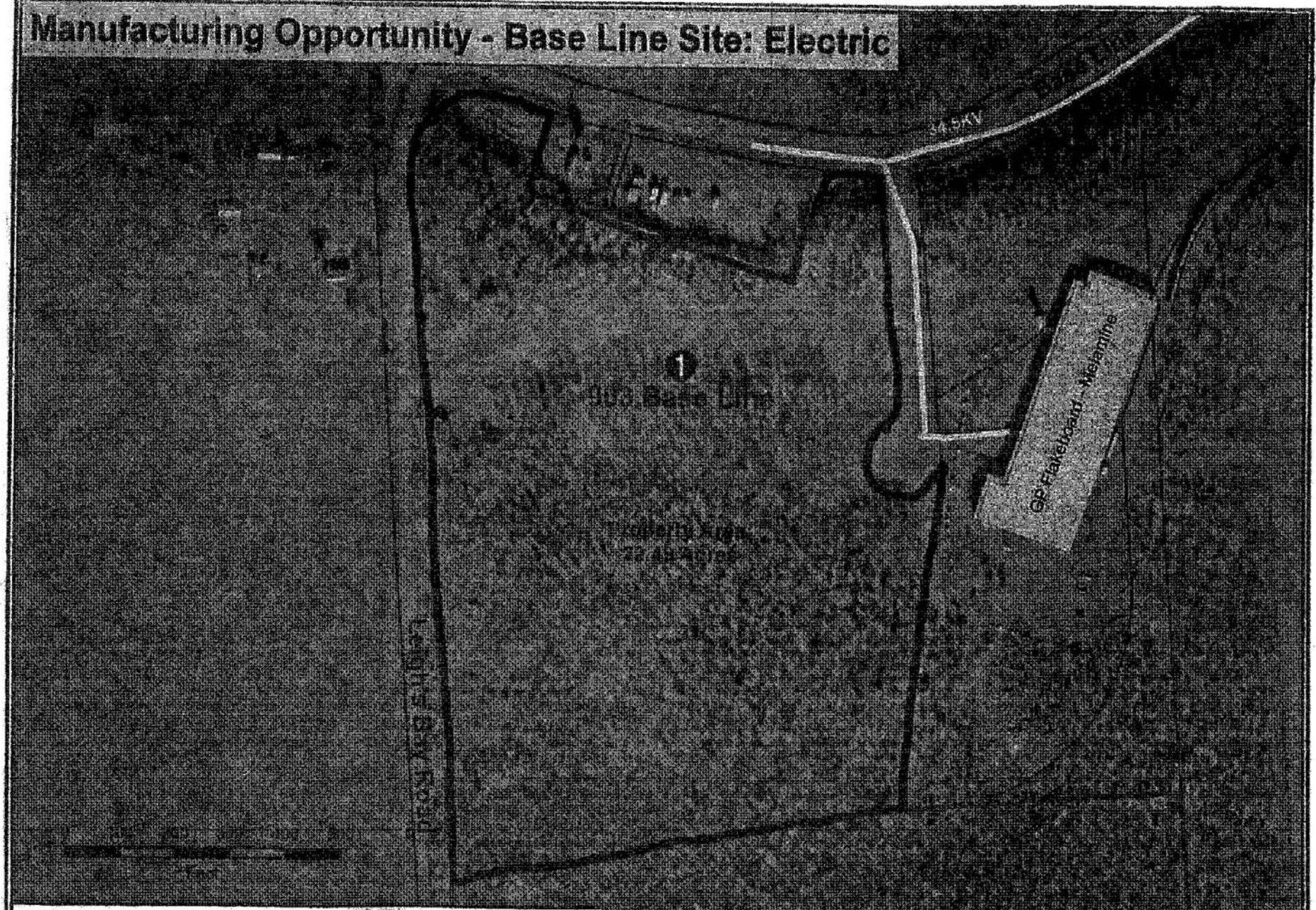
This Letter of Intent shall form the basis for a formal agreement of purchase and sale to be entered into following approval by City Council. I confirm that you are not negotiating with other parties for the sale of the subject property.

Awaiting your reply.

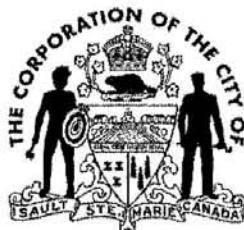
Sincerely,

Jayson Zwierschke
President & C.E.O.

Manufacturing Opportunity - Base Line Site: Electric



(x)9



2009 12 07

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Proposed Growth Plan for Northern Ontario

On October 23, 2009 the Government of Ontario released the Proposed Growth Plan for Northern Ontario. The Province has requested comments by February 1, 2010.

The Plan is a general framework that lists 117 action items grouped under the following five major sectors:

- Building Towards a New Economy
- Investing in People and Progress
- Forging a New Relationship with Aboriginal Peoples
- Connecting and Strengthening Northern Communities
- Promoting Environmental Stewardship

While the Plan does provide a strong focus on Northern Ontario, it does not include any information on priorities, timing, or funding. Given the comprehensive nature and 25 year timeframe of the document, staff is recommending that priorities be identified for immediate action given the limited amount of Provincial funding and staff resources that will likely be available.

The five larger urban municipalities in Northern Ontario -- Greater Sudbury, North Bay, Thunder Bay, Timmins and Sault Ste. Marie -- are home to more than half of Northern Ontario's 808,000 residents. In January of this year, the five CAO's and Planning Directors for these municipalities met in Sault Ste. Marie to prepare an agreed to list of the important issues that needed to be addressed in the Plan. A second meeting has been scheduled for January 21 & 22, 2010 to prepare comments for the Province that reflect a consistent message among the five municipalities. Senior Provincial staff have also been invited to attend.

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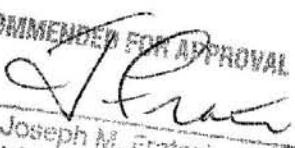
While the individual municipalities will have their own project specific priorities, we need to agree on the major issues so that the Province can direct appropriate resources to the most critical areas of concern. Each of the municipalities will be preparing draft comments in advance of the January meeting. Any additional comments from Council would be appreciated and included for consideration in the final document. A preliminary report from staff will be available for the January 11, 2010 meeting of Council, with a final document prepared for the January 25, 2010 meeting.

City staff is working closely with the Economic Development Corporation on this issue. The EDC Board will be meeting on Monday December 7, 2009 to review the Plan and provide input to the final document. Destiny Sault Ste. Marie is also meeting to provide comments. Other local agencies will also be commenting to the Province.

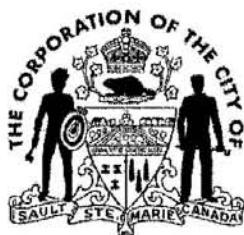
Planning Director's Recommendation

That City Council accept this report as information.

DBM/pms

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(z)



2009 12 07

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-23-09-Z – filed by John Millar

SUBJECT PROPERTY:

Location – Located on the west side of Glengary Gate Crescent, approximately 200m (656') south of its intersection with Fourth Line East, civic no. 61 Glengary Gate Crescent

Size – Approximately 60m (187') frontage x 115m (377.3') depth; 0.69 ha (1.72 acres)

Present Use – Estate Residential

Owner – Gwen & John Millar

REQUEST:

The applicant, John Millar, is requesting a rezoning from "R.1" (Estate Residential) zone to "R.1.S" (Estate Residential) zone with a Special Exception to permit one (1) additional dwelling unit within the existing residence.

COMMENTS

This application was originally scheduled for City Council's meeting on November 9, 2009. At that time the applicant was unable to attend, and the application was deferred until a later date. The applicant has contacted the Planning Division indicating that he is able to attend the January 11, 2010 Council hearing.

The Clerk's Department will notify any stakeholders who provided written to ensure that they are aware of the new hearing date.

Planning Director's Recommendation

That City Council accept this report as information.

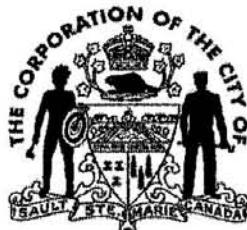
RECOMMENDED FOR APPROVAL

A handwritten signature in black ink.

Joseph M. Michel
Chief Administrative Officer

PT/pms

PUBLIC NOTICE – 2009 11 09, Council Chambers, Civic Centre



2009 12 07

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-24-09-Z – filed by Thomas and Susanne Walls

SUBJECT PROPERTY:

Location – Located on the south side of Pointe Aux Pins Road, approximately 115m (377') west of its intersection with Red Pine Road, civic no. 394 Pine Shore Drive

Size – The irregularly shaped property has approximately 127m (417') on Pointe Aux Pins Road; 1.2 ha (3 acres)

Present Use – Vacant property

Owner – Thomas & Susanne Walls

REQUEST:

The applicants, Thomas & Susanne Walls, are requesting a rezoning from Parks & Recreation zone to Estate Residential zone, in order to facilitate the construction of a single detached dwelling.

CONSULTATION:

Engineering – No comments

Building Division – No objections

Legal Department – No comments

CSD – No concerns

Municipal Heritage Committee – No concerns

EDC – No objections

Fire Services – No objection

PUC Services – No objection

PW&T – No comment

Conservation Authority – See attached letter

Algoma Public Health – No objections

6(6)(a)

Accessibility Advisory Committee - No
comments
TransCanada – See attached letter

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated 'Rural Area' on Land Use Schedule "C" of the Official Plan. The applicants are proposing to rezone the subject property to facilitate the construction of a single detached residence. The Rural Area policies of the Official Plan permit among other things, single detached residential uses. Consequently, an amendment to the Official Plan is not required in this instance.

Comments

The applicants, Thomas & Susanne Walls are requesting a rezoning from "PR" (Parks & Recreation) zone to "R.1" (Estate Residential) zone, to facilitate the construction of a single detached dwelling. Referring to the maps attached, the subject property at 394 Pine Shore Drive is bisected by the Pine Shore Drive right of way, which is not owned by the City, although there is a maintenance agreement in place with local residents. If this application is approved, the applicants intend to sever the parcel on the north side of Pine Shore Drive away from the parcel having water frontage.

Referring to the site plan attached, access to the property will be gained from Pointe Aux Pins Drive, and the residence will be built on the southern portion of the parcel. Neither Pine Shore Drive nor Sand Road are publicly owned right of ways, and maintenance of the roadways is limited to minor grading, and snow removal. Such maintenance is paid for by neighbourhood residents.

It is not recommended that additional access points be permitted onto Pine Shore Drive, as demand may arise for the City to assume the roadway, which is not currently built to Municipal standards, and substantial investment would be required to bring the road up to City standards.

The fact that the subject property has adequate frontage on Pointe Aux Pins Drive, which is a publicly owned and maintained roadway is paramount. Referring to the maps attached, there are approximately 24 lots west of the subject property, between Sand Road, and Dagleish Road. They too are bisected by Pine Shore Drive and technically, frontage is upon Pointe Aux Pins Drive. Not unlike the subject property, the portions of the parcels south of Pine Shore Drive are zoned "R.1" (Estate Residential), and the portions north of Pine

6(6)(a)

Shore Dr. are zoned Parks and Recreation. The Parks and Recreation Zoning was carried forward from Zoning By-law 4500. With the exception of 1 or 2 lots, none of these lots have adequate frontage on Pointe Aux Pins Drive to justify a rezoning, and subsequent severance to facilitate new residential construction. As previously noted, additional access points onto Pine Shore Drive will not be supported. It is therefore important to note that approval of this application should not set precedence for the future rezoning and creation of new residential lots to the west of the subject property.

The attached correspondence from the Conservation Authority notes that the subject property is within the regulated shoreline and will require a permit from the Conservation Authority prior to any site alteration, grading or development. The property is also under the consideration of the Drinking Water Source Protection Program, as it is within the Potential Groundwater Recharge Area. Although residential uses pose a minimal threat to the groundwater aquifer, safeguards for the proper storage and handling of chemical and petroleum products should be instituted on-site, both during and after construction.

Correspondence from Lehman and Associates, on behalf of TransCanada Pipelines notes that there are 2 high pressure natural gas pipelines abutting the subject property to the east. Although TransCanada has no objections to the application, they wish to note that no permanent building or structure may be located within 7m of the pipeline right-of-way, and no accessory building or structure may be located within 3m of the right-of-way. TransCanada requests that these setbacks be included in the rezoning amendment, however this is not necessary as Section 4.14.7 of Zoning by-law 2005-150 notes that 'all permanent buildings and structures, including in-ground swimming pools, must be located at least 10m from the edge of TransCanada's right-of-way, and no accessory buildings and structures may be placed within 3m of the right-of-way'. The applicants are aware of this requirement and based upon the size of the lot and the site plan attached, the required setbacks are achievable.

In addition, TransCanada requests that conditions outlined within the correspondence attached be forwarded to the applicants. The applicants are aware of the abutting TransCanada Pipeline right-of-way, including setback requirements and additional conditions.

SUMMARY

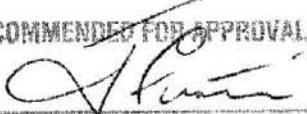
In recommending approval of this application it is not Planning staff's intent to set any precedence that may result in the future rezoning, severance and residential development of the Parks and Recreation (PR) parcels to the west. The subject property is different in that it has approximately 130m of frontage along Pointe Aux Pins Drive, which is owned and maintained by the Municipality. With the exception of 1 or 2 properties the majority of the parcels have between 20m and 30m of frontage on Pointe Aux Pins Drive, whereas the "R.1" (Estate Residential)

6(6)(a)

zone and "RA" (Rural Area) zone regulations require a minimum of 45m of frontage. Furthermore, Pine Shore Drive is not owned by the Municipality, and therefore additional access points onto Pine Shore Drive will not be supported, as this could result in greater maintenance requests and ultimately demands for the Municipality to take over the roadway. Given the current state of the roadway, substantial municipal investment would be required to bring the road up to City standards. Such funds have not been forecasted as part of the City's Capital Improvement Program.

Planning Director's Recommendation

That City Council approve the application and rezone the subject property from "PR" (Parks & Recreation) zone to "R.1.S" (Estate Residential) zone with a Special Exception requiring that access to the subject property be from Pointe Aux Pins Drive only.

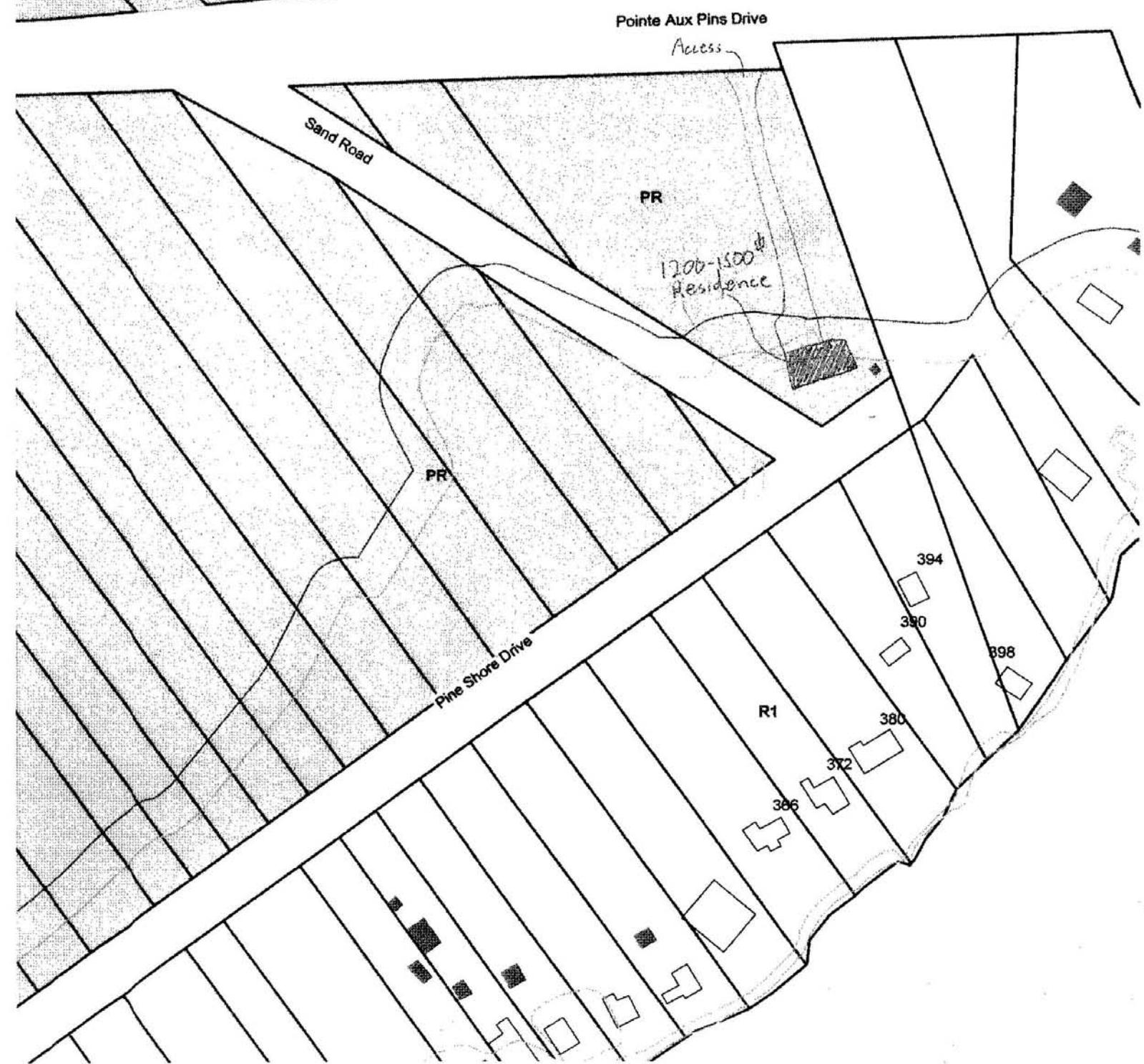
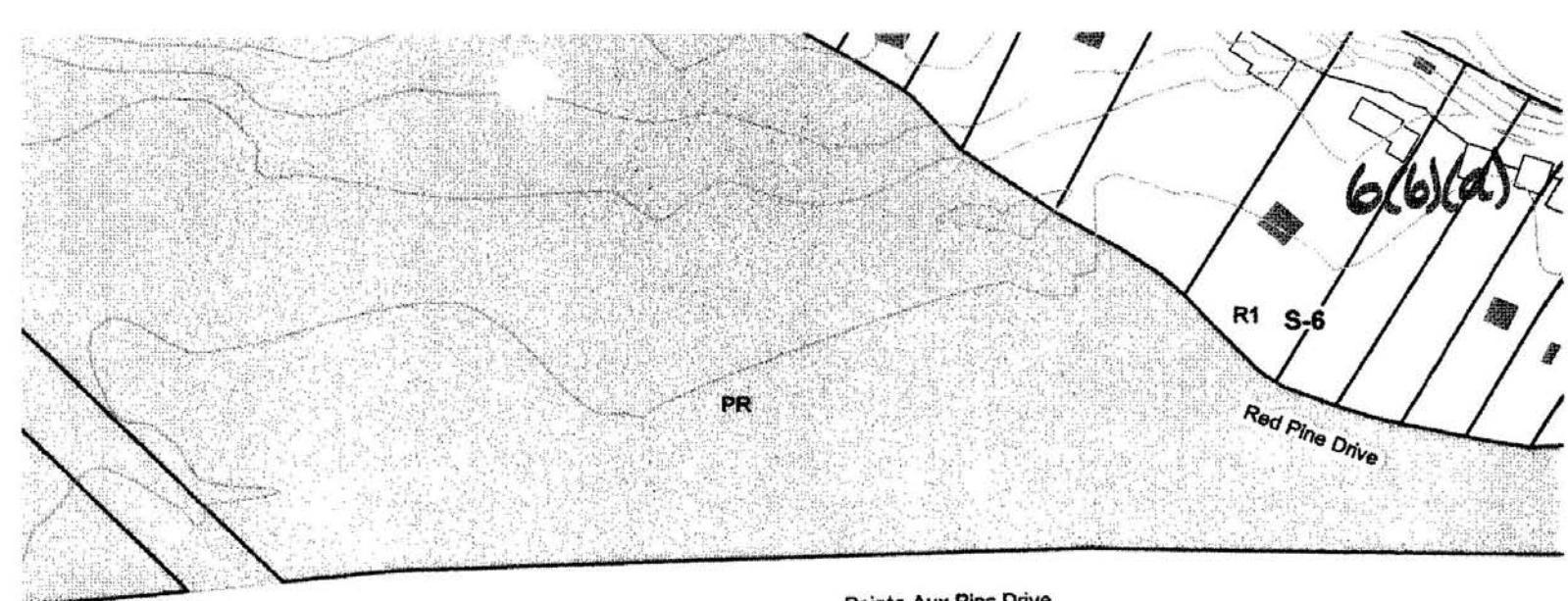
RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

PT/pms

PUBLIC NOTICE – 2009 12 07, Council Chambers, Civic Centre

Data\APPL\REPORT\24-09-Z.doc



6(6)(a)**Pat Schinners**

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: November 02, 2009 2:19 PM
To: Pat Schinners
Subject: SSMRCA Response - A-24-09-Z

November 2, 2009

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # **A-24-09-Z**
 Thomas and Susanne Walls
 394 Pine Shore Drive
 Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. A permit for any development on the subject property is required.

The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it is within the Potential Groundwater Recharge Area.

Therefore the following recommendations on the rezoning application from the Drinking Water Source Protection are offered (during and after construction):

1. Safeguards for the proper storage of any petroleum products are instituted on site.
2. Safeguards for the proper storage of any chemical products are instituted on site.

Should you have any questions on our comments please contact our office.

Marlene McKinnon
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East,
Sault Ste. Marie, Ontario P6A 5K7
Business: (705) 946-8530 ext 204
Fax: (705) 946-8533
Email: mmckinnon@ssmrca.ca

6(6)(a)

November 17, 2009

Mr. Donald B. McConnell,
Planning Director
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Via email: d.mcconnell@cityssm.on.ca

Dear Mr. McConnell:

**Re: Zoning By-law Amendment Application A-24-09-Z
394 Pine Shore Drive, City of Sault Ste Marie
Thomas & Susanne Walls
Our File No. PAR 15477**

We are in receipt of the above-noted zoning by-law amendment application. We understand the purpose of the amendment is for the construction of a residence. TransCanada has two high pressure natural gas pipelines abutting the subject lands. TransCanada reviews all proposed development within 200 metres of TransCanada's facilities to ensure it does not affect the safety and integrity of those facilities.

TransCanada has no concerns with the proposed amendment; however we request the following setback be included in the amendment:

1. No permanent building or structure may be located within 7 metres of the pipeline right-of-way. Accessory structures shall have a minimum setback of at least 3 metres from the limit of the right-of-way. No building or structure is permitted within 3 metres of the right-of-way.

In addition, we request the following conditions of development be forwarded to the applicant for awareness purposes:

1. Section 112 of the NEB Act requires that anyone excavating with power-operated equipment or explosives within 30m of the pipeline right-of-way must obtain leave from the pipeline company before starting any work. To satisfy this NEB requirement, you may send your request for leave directly to TransCanada with supporting information explaining how the work will be carried out. Once you obtain written approval for your excavation request, you must notify TransCanada at

Authorized commenting Agency for

LEHMAN
& ASSOCIATES

97 Collier St.,
Barrie, ON L4M 1H2
(705) 727-0663

 **TransCanada**
in business to deliver

1-800-827-5094 or Ontario One Call at 1-800-400-2255 15 business days before the start of any excavation using power-operated equipment and 30 business days before the use of explosives within 30m of the pipeline right-of-way limits.

2. Wells or septic systems shall not be located on TransCanada's right-of-way. Construction of any septic system within 30 metres of the right-of-way requires prior notification to TransCanada to ensure the septic bed will not permit drainage to affect pipeline integrity.
3. TransCanada requests notification prior to commencement of construction works for any blasting undertaken within 300m of the pipeline right-of-way. Prior to any blasting being undertaken within 60m of the right-of-way, a description of the methods and charges to be used must be prepared, at the owner's expense, by a qualified technician and submitted for TransCanada's written approval.
4. No fill or building material may be stored on the pipeline right-of-way before, during or after construction unless prior written approval is obtained from TransCanada.
5. Any grading not otherwise permitted by the NEB Act or Crossing Regulations, that will affect the right-of-way or drainage onto it, regardless of whether or not the grading is conducted on the right-of-way, must receive TransCanada's prior written approval. Grading activities on the right-of-way will only be permitted when a TransCanada representative is present to inspect and supervise them.
6. Notice must be given to TransCanada directly (1-800-827-5094) or through Ontario One Call (1-800-400-2255) a minimum of 15 business days before the start of any construction on or within 30m of the pipeline right-of-way and 30 business days before conducting any work involving explosives.
7. The Owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

6(b)(a)

3

We also request a copy of the decision with respect to the above-noted application. If the decision can be provided either by email to darlene@lehmanplan.ca or by fax at 705-727-9217 it would be greatly appreciated. If you have any questions, please do not hesitate to contact our offices.

Sincerely,



Darlene Presley,
Project Manager

LEHMAN
& ASSOCIATES

Authorized commenting Agency for

97 Collier St.,
Barrie, ON L4M 1H2
(705) 727-0663

 **TransCanada**
in business to deliver

6(6)(c)

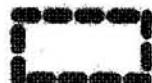


2008 ORTHO PHOTO

394 Pine Shore Drive [North Half]



Subject Area



Total Land Ownership

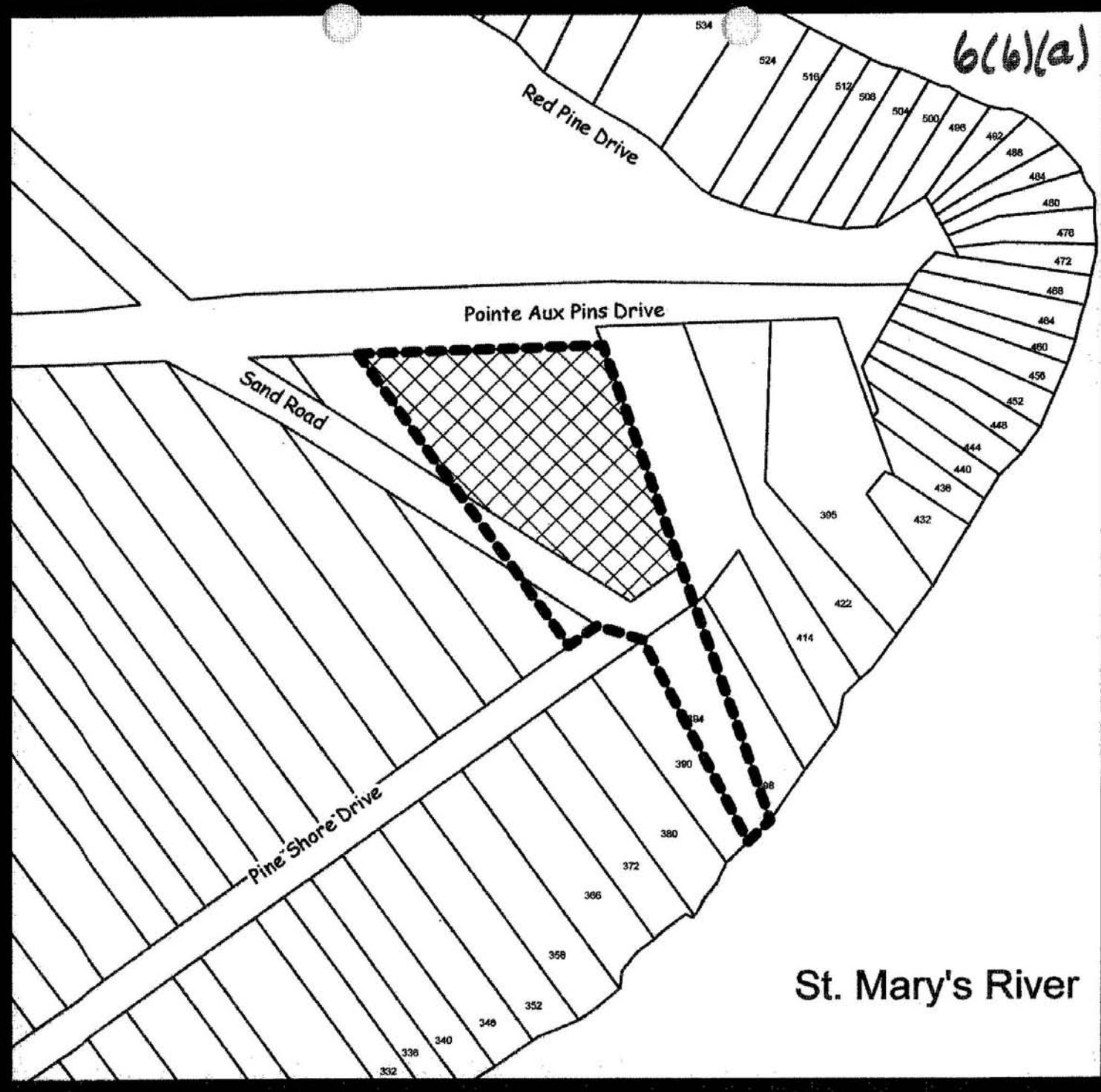
Metric Scale

1 : 3000



Maps
320 & 2-5

6(6)(a)



SUBJECT PROPERTY MAP

Application A-24-09-Z

394 Pine Shore Drive [North Half]



Subject Area



Total Land Ownership

Metric Scale
1 : 3000

Maps
320 & 2-5

b(b)(a)

PR

Red Pine Drive

Pointe Aux Pins Drive

Sand Road

PR

PR

R1

Pine Shore Drive

St. Mary's River

EXISTING ZONING MAP

Application A-24-09-Z

394 Pine Shore Drive [North Half]



Subject Area



Total Land Ownership



R1 - Estate Residential Zone



PR - Parks and Recreation Zone



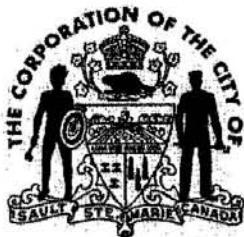
Metric Scale

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Maps

320 & 2-5

6(6)(b)



2009 12 07

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-27-09-Z.OP – filed by Mark Mageran

SUBJECT PROPERTY:

Location – Located on the east side of Airport Road, approximately 762m (2,500') north of its intersection with Pointe Aux Pins Road, civic no. 574 Airport Road

Size – Approximately 61m (200') frontage x 137m (450') depth; .83 ha (2.05 acres)

Present Use – Recreational Vehicle Resort

Owner – Mary Mageran

REQUEST:

The applicant, Mark Mageran, is requesting an Official Plan amendment by way of a notwithstanding clause to the Rural Area policies & a Rezoning from Rural Area with a Special Exception to the Rural Area with an amended Special Exception to permit the development of a Recreational Vehicle Resort, or more specifically the placement of not more than eight (8) Recreational Vehicles with year round access.

CONSULTATION:

Engineering – No comments

Building Division – No comments

Legal Department – See attached letter

Fire Services – No objection

PUC Services – No objections

CSD – No concerns

Municipal Heritage Committee – No concerns

EDC – No objections

PW&T – See attached letter

Conservation Authority – See attached letter

6(6)(b)

Algoma Public Health – No objections
Accessibility Advisory Committee – See attached letter

PREVIOUS APPLICATIONS

In 2007, the applicant rezoned the subject property to permit a 'personal storage facility', in addition to the uses permitted in a Rural Area Zone.

Conformity with the Official Plan

The subject property is designated Rural Area on Land Use Schedule 'C' of the Official Plan. While the Rural Area policies permit a campground, the concept or definition of a campground revolves around seasonal and/or transient occupation, whereas the applicant is requesting permission to provide not more than 8 'plots' for year round occupancy. Consequently, an amendment to the Rural Area policies of the Official Plan is required.

Comments

The applicant, Mark Mageran is requesting a Rezoning to permit the development of a Recreational Vehicle Resort, or more specifically the placement of not more than eight (8) Recreational Vehicles with year round access and occupancy potential. The property will remain under single ownership. The intended market is seniors, and more specifically those which spend a substantial portion of the year traveling, or living away from Sault Ste. Marie, even though the trailers may serve as the occupant's primary residence.

The intended use is a hybrid, or combination of a campground and a mobile home park. The limitation of not more than 8 trailers creates an RV Resort with 4.65 units per acre. A typical single detached subdivision is 5-6 units per acre. The applicant is proposing a cottage like setting, similar to the campground located on the abutting property to the north and east. A review of the site plan indicates that the overall lot coverage including RV's and storage buildings will be approximately 7%, which adheres to the 10% maximum in a Rural Area zone, and lends itself well to a cottage, or park like setting, with substantial green area. On-site servicing requirements are also a limiting factor, as the septic systems have been designed to accommodate not more than 8 trailers.

Referring to the site plan attached, the applicant is proposing 4 personal storage units (permitted by Sp. Exc. 243) across the front portion of the subject property, setback approximately 21m (70') from Airport Road. The 8 trailers will be located along the edges of the subject property behind the storage buildings. Parking areas will be provided along the perimeter of the property, adjacent to each trailer. Each parking area will be large enough to accommodate 2 vehicles, although such details, including assurances that outdoor storage associated with the trailers will be screened from the roadway will be reviewed through Site Plan Control. The landscaped area, along with the storage buildings will also screen and separate the RV's from Airport Road.

6(b)(b)

The property is subject to site plan control, which will be utilized to ensure among other things, adequate landscaping along the Airport Road frontage, as this is located on the City's 'Airport Gateway', and a quality, aesthetically pleasing development is anticipated.

The site plan as proposed will require a number of reductions to the applicable Rural Area zone setbacks. They are minor in nature, especially considering that the subject property will function in conjunction with the abutting property to the north and east, which is also owned by the applicant. There is also a substantial vegetated area along the south lot line, which will remain, and adequately buffer the proposed use from the abutting property to the south. More specifically, the following setback reductions are requested:

	Required Setbacks	Proposed Setbacks
Lot Frontage	75m	61m
Interior Side Yard	15m	12m for RV's & 7m for Storage Building
Front Yard	30m	21m (to front wall of storage buildings)
Rear Yard	30m	9m
Buffering	3m wherever there is a planted hedgerow or berm, or 0m wherever there is a fence	No buffering requirements along the north and east lot lines.

Referring to the maps attached, the character of the area is Rural, with the property to the north and east (also owned by the applicant) functioning as a campground, with 7 year round housekeeping cottages, RV spaces and access to Marks Bay across property owned by the Sault Ste. Marie Region Conservation Authority.

Correspondence received from Algoma Public Health indicates no objection to the application, as the septic system has been designed in accordance with the Provincial requirements administered by APH.

Correspondence from the Legal Department (attached) asks if in the event of a septic system failure, would the system become the responsibility of the Municipality? Discussions with Algoma Public Health reveal that although the septic system will service 8 trailers, it is not considered 'communal', as the entire system will be accommodated on 1 lot. Because the system is not considered 'communal', any failures are the responsibility of the owner of the property, and not the Municipality. In the event of a failure, the provisions of the Ontario Building Code, or the Health Protection and Promotions Act would be utilized by Algoma Public Health to ensure that the problem is rectified. The legislation above would also allow the Municipality to prohibit occupancy and order the removal of the trailers until all septic issues are rectified, to the satisfaction of Algoma Public Health.

Public Works has reviewed the application (correspondence attached) and have no comments pertaining to access or drainage, although there are concerns that the

intended use is not unlike a 'trailer park', similar to those located north of the City. As previously mentioned, it is the applicant's intention and Planning Staff's opinion that the proposed use is, and will not turn into a traditional 'mobile home park', given the reduced densities proposed, and the maximum number of trailers limited to not more than 8.

Correspondence from the Sault Ste. Marie Region Conservation Authority (attached) indicates that the subject property is under the consideration of the Sourcewater Protection Program, as it may be within the Potential Groundwater Recharge Area. While the intended use poses a minimal threat to the aquifer, safeguards for the property storage and handling of petroleum and chemical products should be instituted on site, both during and after construction.

Correspondence from the Accessibility Advisory Committee (attached) notes no objections with the application, but asks if the rezoning might amount to the creation of a subdivision. The applicant is not proposing to subdivide the property. Trailer 'plots' will be leased and not owned by individual occupants. Planning staff would not support a subdivision or severance application that would result in separating ownership of the lands occupied by individual units. Such a subdivision of land would change the class of the septic system to 'communal', and may encourage the sale and re-sale of individual units which is beyond the scope of the intended 'RV Resort' use.

SUMMARY

The applicant is proposing an RV Resort consisting of not more than 8 units. The property will be owned by the applicant and the park model trailers will be owned by respective occupants.

The 'plots' will be marketed primarily to seniors who spend much of their time away from Sault Ste. Marie. The most common situation is the 'snow bird' who spends the winter months down south, however the emerging baby boomer retiree's are affluent, with sophisticated and flexible travel itineraries that don't necessarily align with those of the common 'snow bird'. The 4 season availability of the proposed use attempts to cater to these flexible, or non-traditional long-term travel itineraries, not to mention health insurance stipulations which require that specific proportions of time be spent in Canada. In this sense, the trailers would serve as the primary residence or 'base camp' for the occupants, who traditionally may have downsized to an apartment or condo. Essentially the proposed use will be similar to those 'RV Resorts' visited by 'snow birds' during the winter months.

Based upon the site plan attached, a number of setback reductions are required to facilitate the development, although they are minor in nature.

The subject property and proposed RV Resort will function together with the abutting Marks Bay Campground. To improve this functionality, it is appropriate to waive the buffering requirements along the north and east lot lines. The abutting Rural Area property to the south, owned by the Soo 48 Club, will be buffered by an existing vegetated area located along the south lot line of the subject property.

6(b)(b)

Consequently, and for greater clarity, it is also appropriate to waive the buffering requirements along the south lot line, in lieu of the existing vegetated area. The property is also subject to Site Plan Control, which will give staff an opportunity to review and comment upon exterior development details to ensure that the property is developed in a manner that is aesthetically pleasing, including ample parking and outdoor storage areas that are screened from the roadway, especially considering its location on the City's Airport Gateway.

Planning Director's Recommendation

That City Council approve the application and rezone the subject property from Rural Area with a Special Exception (243) to Rural Area with an amended Special Exception (243), to permit an RV Resort with not more than 8 trailers, subject to the following special regulations to be applied to the RV Resort and Personal Storage Uses only:

1. That the required frontage is reduced from 75m to 61m.
2. That the required front yard setback is reduced from 30m to 21m.
3. That the interior side yard setbacks are reduced from 15m to 7m for the storage buildings and 12m for the RV's.
4. That the required rear yard setback is reduced from 30m to 9m.
5. That the buffering requirement along the north and east lot lines is waived and the buffering requirement along the south lot line is waived, in lieu of the existing vegetative buffer.

For the purposes of this By-law, an RV Resort is defined as the placement of not more than 8 Recreational Vehicles, with year round access.

PT/pms

PUBLIC NOTICE – 2009 12 07, Council Chambers, Civic Centre

Data\APPLIREPORT127-09-Z.OP.doc

J. Fratesi
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer



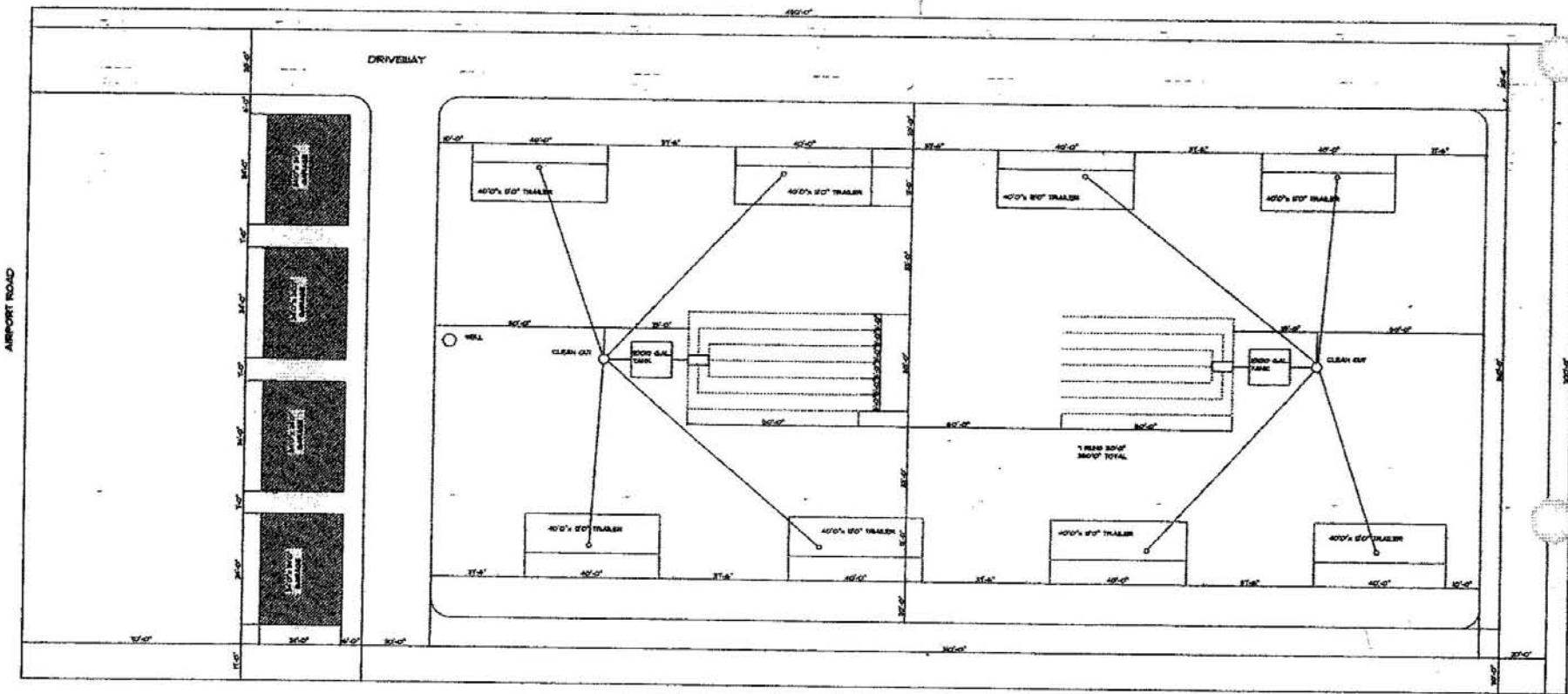
To view our Virtual Tours on these models visit our website at

www.glenval.com

DEALER

145 Queen St. Strathroy, ON N7G 3J6

All photographs and specifications contained in this brochure are based on the latest product information at the time of publication approval. Some equipment shown or described throughout this guide may be available as an option only. Glendale has the right to add or discontinue models without prior notice, and to make changes at any time without notice in colors, materials, equipment, specifications, and models.



MARK'S BAY R.V. RESORT PARK
SCALE 1:30

(9)(e)79

6(6)(b)

**AMENDMENT NO. 169
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

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

LOCATION

1R 3069, Parts 7-9, Section 12, Parcel 8198, in the former Township of Awares, located on the west side of Airport Road, approximately 762m north of its intersection with Point Aux Pins Drive. Civic No. 574 Airport Road.

BASIS

This Amendment is necessary in view of a request to permit an Recreational Vehicle Resort containing not more than 8 trailers (RV's) with year round access.

The proposal does not conform to the existing policies of the Official Plan as they relate to the Rural Area designation.

Council now considers it desirable to amend the Official Plan

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions section:

"Special Exceptions"

115. Notwithstanding the Rural Area policies of the Official Plan, the property described as 1R 3069, Parts 7-9, Section 12, Parcel 8198, in the former Township of Awares. Civic No. 574 Airport Road may be used to permit a Recreational Vehicle Resort containing not more than 8 trailers (RV's) with year round access.

INTERPRETATION

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

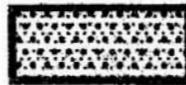
6(6)(b)

AIRPORT

SUBJECT
PROPERTY
A-27-09-Z-OP

ST MARYS RIVER

OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



RESIDENTIAL



COMMERCIAL



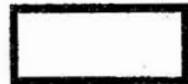
INDUSTRIAL



INSTITUTIONAL



PARKS
RECREATIONAL



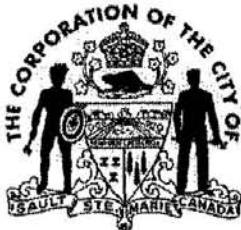
RURAL AREA

SCHEDULE "A" to AMENDMENT No. 169



LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

6(b)(b)

2009 11 09



Peter Tonazzo
Planner, Planning Division

Dear Peter:

RE: APPLICATION A-27-09-Z.OP – MAGERAN – 574 AIRPORT ROAD

My concern with this application relates to what happens if the sewage system for the eight four season recreational vehicle spots fails? I tried to find the applicable legislation but could not put my finger on it. Does the City become responsible for the sewage system if there is a failure in the private sewage disposal system? Other than that concern, I don't have any comments on this application.

Yours truly,

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

Lorie A. Bottos
City Solicitor

LAB/on

6(6)(b)

Pat Schinners

From: Don McConnell
Sent: November 05, 2009 9:16 AM
To: Peter Tonazzo; Pat Schinners
Subject: FW: 574 Airport Rd..doc

From: Larry Girardi
Sent: November 02, 2009 4:13 PM
To: Don McConnell
Subject: 574 Airport Rd..doc

Application No. A-27-09-Z.op
Request for an amendment to the Official Plan & Zoning By-Law

Donald McConnell
Planning Director

Subject: Application No. A-27-09-Z.op
Request for an amendment to the Official Plan & Zoning By-Law

Applicant: Mark Mageran

Subject Property: 574 Airport Road

Staff from Public Works and Transportation has reviewed this application and as far as traffic/drainage issue's we have no comment .I would like to comment on my observation, after reviewing the site drawings it looks like Mr. Mageran is building a Trailer Park in this area similar to what is located north of the city. I am not sure if this would fit with the present use of the property.

If you have any further questions please contact me at 759-5206

Larry Girardi
Deputy Commissioner
Public Works and Transportation

Pat Schinners

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: November 02, 2009 2:23 PM
To: Pat Schinners
Subject: SSMRCA Response - A-27-09-Z.OP

November 2, 2009

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # **A-27-09-Z.OP**
 Mark Mageran
 574 Airport Road
 Sault Ste. Marie

The subject property is located in an area not under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it is within the Potential Groundwater Recharge Area.

Therefore the following recommendations on the rezoning application from the Drinking Water Source Protection are offered (during and after construction):

1. Safeguards for the proper storage of any petroleum products are instituted on site.
2. Safeguards for the proper storage of any chemical products are instituted on site.

Should you have any questions on our comments please contact our office.

Marlene McKinnon
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East,
Sault Ste. Marie, Ontario P6A 5K7
Business: (705) 946-8530 ext 204
Fax: (705) 946-8533
Email: mmckinnon@ssmrca.ca



6(6)(b)

November 2, 2009

Don McConnell
Planning Director
City Planning & Engineering Division

SUBJECT: REZONING APPLICATION REVIEW – 3 rezonings:

1. A-24-09-Z

2. A-26-09-Z

3. A-27-09-Z.OP

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning applications.

Exterior

1. Parking:
2. Walkways & Sidewalks:
3. Curb Cuts:
4. Ramping:
5. Transit Access:
6. Lighting:
7. Signage:
8. Other: No comments to #1 & 2 rezonings as no accessibility issues prevail.

#3 – Marks Bay – will this change the Campground into a different class – similar to Root River, Shetland or Beaumont Trailer Park? If so, would this create a subdivision of sorts? These trailers appear to be park model types not travel trailers.

Thank you for your attention to these recommendations.



6(b)(b)

- We request a Site Plan We do not want a Site Plan for review

Sincerely,

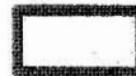
Catherine Meincke
Chair, Site Plan Sub Committee
on behalf of The Accessibility Advisory Committee



2008 ORTHO PHOTO

Application A-27-09-Z-OP

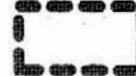
574 Airport Road



Subject Property - 574 Airport Road



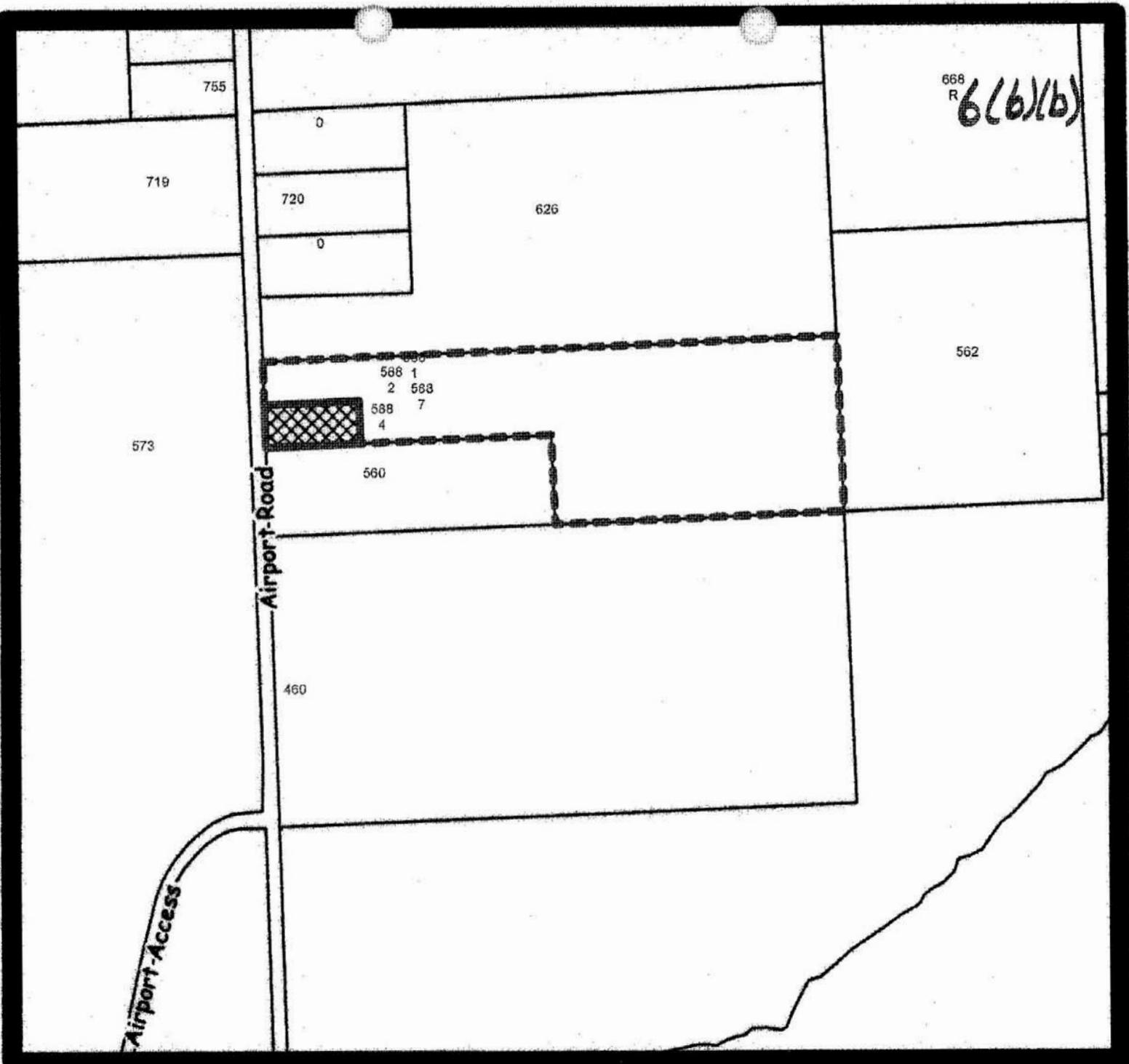
Subject Property - 574 Airport Road



Common Ownership Land

Metric Scale
1 : 8000

Mail Label
A27-09 Maps
 519 & 2-13



SUBJECT PROPERTY MAP

Application A-27-09-Z-OP

574 Airport Road



Subject Property - 574 Airport Road

Subject Property - 574 Airport Road

Common Ownership Land

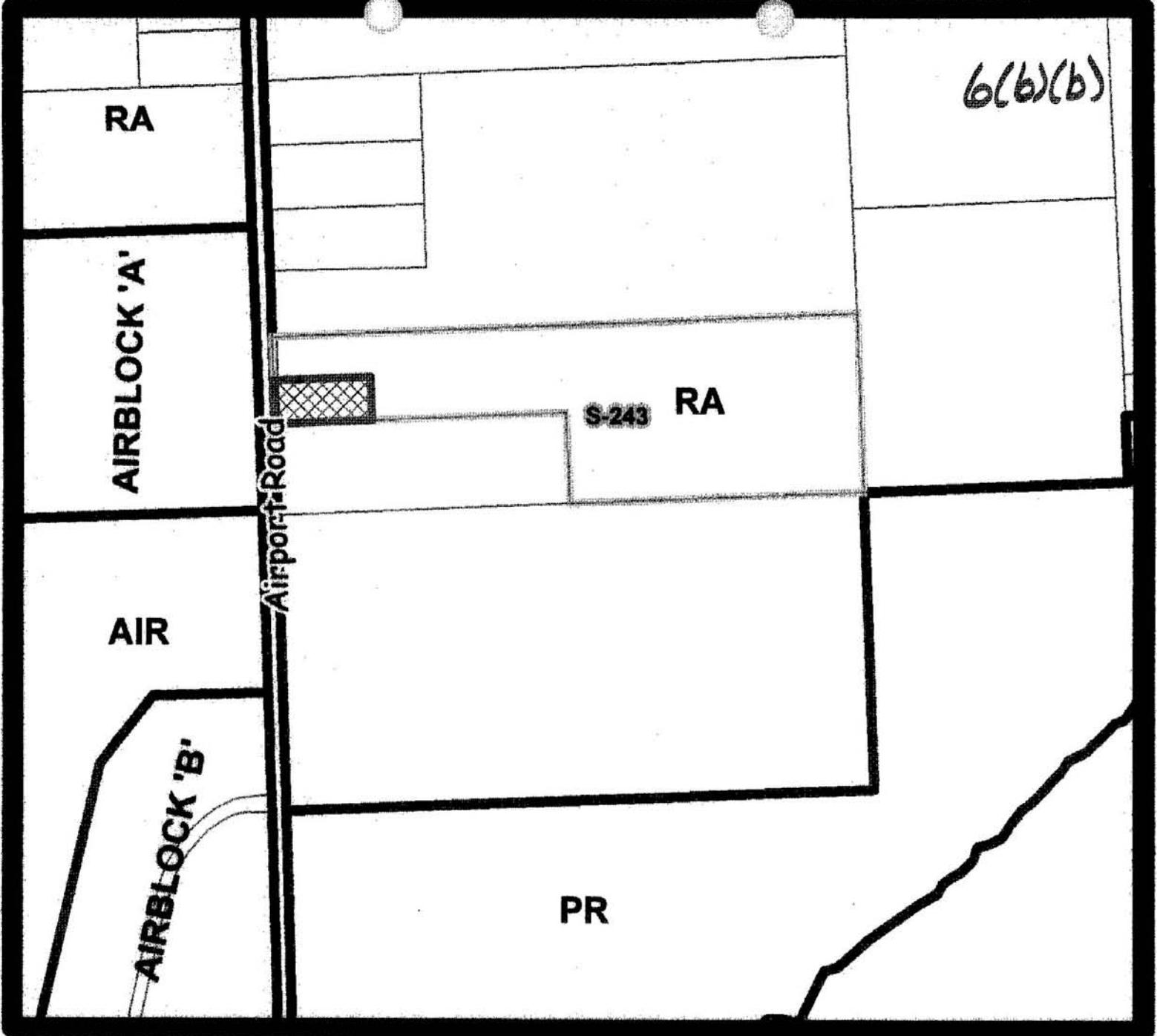
Metric Scale

1 : 8000

Mail Label
A27-09

Maps
519 & 2-13

6(b)(b)



SUBJECT PROPERTY MAP

574 Airport Road

Application
A-27-09-Z-OP

- Subject Property - 574 Airport Road
- Subject Property - 574 Airport Road
- RA - Rural Area Zone; RAhp
- PR - Parks and Recreation Zone
- AIR - Airport Zone
- S-Number -Special Bylaw 2005-151



Metric Scale
1 : 8000

Mail Label
A27-09

Maps
519 & 2-13

6(8)(a)



2009 12 07

Mayor John Rowswell
and members of City Council
Civic Centre

**RE: CITY OF SAULT STE MARIE
CENTENNIAL CELEBRATION 1912 – 2012**

On July 27, 2009 City Council passed the following resolution:

Moved by Councillor S. Myers

Seconded by Councillor T. Sheehan

Whereas 2012 marks the 100 year anniversary of the City of Sault Ste. Marie; and

Whereas significant investment is already being made by the province of Ontario with the War of 1812 celebrations; and

Whereas Councillor Sheehan has asked for a report around another Homecoming event and the recommendation from TSSM/EDC is to tie such to a 100 year celebration; and

Whereas it is important to begin early to engage all community festival and event groups who might participate in a 100 year celebration throughout 2012; and

Whereas such celebrations will require a planning framework and possibly committed resources of staff and finances;

Now therefore be it resolved that Council authorizes Councillors Myers and Sheehan to co-chair a working group in conjunction with EDC/TSSM to report back to Council in late spring 2010 and to do the following:

1. In conjunction with TSSM/EDC, and appropriate City staff, meet with community organizations who might be interested in hosting a 100 Anniversary special event such as Bon Soo, Rotaryfest, Algoma Fall Festival, the Legion and other service organizations and prepare a very preliminary draft framework of events.
2. Establish a preliminary draft budget identifying potential costs to the City and further, identify potential outside funding sources that would offset these costs.
3. Seek input from the members of City Council as to ideas for celebrating the City's 100th anniversary and a possible legacy project of Council, be approved. CARRIED.

A Centennial Celebrations Working Committee comprised of Councillor Susan Myers and Councillor Terry Sheehan along with staff resources including Chief Administrative Officer Joe Fratesi, City Clerk Donna Irving and Manager of Finance and Audits Shelley Schell have met to identify next steps and to provide a recommendation to Council.

BACKGROUND - OTHER MUNICIPAL CELEBRATIONS

Sault Ste. Marie 75th Anniversary (1987)

For the City's 75th Anniversary there were outside organizations who participated and it was a lower profile event then what is envisaged for our 100th anniversary. 1987 events included a kickoff at the Civic Centre on April 13th with a balloon launch involving representation from elementary schools and an Open House with staff dressed in the attire of 1912. The same evening members of Council conducted a meeting also attired in 1912 clothing. A birthday cake was served. On June 26th all residents who turned 75 years of age in 1987 were invited to a civic reception. Other events included cultural and heritage events - organizing a diamond jubilee anniversary home or business certificate, 1987 Art Gallery party, Marconi Club 75th anniversary celebrations, Park Canada program, Walk through History guided and self-guided tours, Rotary Community Day, RYTAC Sculling regatta in period costumes, Sault Star special 75th anniversary edition, Algoma Fall festival involvement, fireworks, 1st International Bridgewalk – celebrating international friendship, youth involvement including an essay and sketch contest for students. Total project planned expenditure was approximately \$170,000 from all organizations. Direct municipal funding was \$20,000.00 plus \$12,000 in administrative (staff) costs. A federal grant of \$7,500.00 was received for the project. While other organizations will again lead many initiatives under the City's 100th anniversary banner, there are a number of areas that Council should ask staff to lead.

Airdrie, Alberta Centennial Celebrations (1909 – 2009)

Municipal World September 2009 edition – www.airdrie.ca/cent/projects.cfm

A Centennial Steering Committee comprised of volunteers as well as a Staff Support Team of five were committed to the project in addition to their other duties. Events included a Homecoming weekend in September, school events, performing arts, centennial football game, free centennial concert series, old time fair, special edition book and other centennial merchandise, boulevard banners series, centennial tree planting. The municipality undertook the planning of their centennial celebrations over a two year period. Municipal funding was approved in the amount of \$175,000.00 (over three years), as well as grants, sponsorships and donations.

Timmins, Ontario 100th Anniversary (four years of centennial celebrations 2009 – 2012)

Timmins 100th Anniversary Website www.timmins100.com

The 'Positively Timmins' office is undertaking a four year centennial celebrations. The office has one full-time staff and a Fednor intern to assist with the anniversary tasks.

The overall anniversary project is chaired by the Mayor. There are many sub-committees. Each year is themed; 2009 - the discovery of the production of the major mines; 2010 - the 100th anniversary of the incorporation of the Township of Tisdale and the Township of Whitney; 2011 - the great Porcupine Fire; and 2012 - the 100th Anniversary of Timmins. They have developed an Anniversary Song, Anniversary Wines, and are in the planning stages of a Homecoming proposed for the summer of 2010 and a 100th Anniversary Mural - 100 Faces with a Heart of Gold (100 residents nominated and then to be selected to have their portrait painted on a mural). Also planned are a multicultural festival and the 100 years of mining Rotary Ribfest. Municipal funding was approved in the amount of \$80,000.00 per year for the four anniversary years. In addition, the corporate community has so far invested \$70,000.00. They are reviewing both provincial and federal government programs that support anniversary related initiatives with the intent to apply for supporting funds where applicable.

NEXT STEPS FOR THE SAULT STE. MARIE CENTENNIAL CELEBRATIONS

The Working Committee recommends that Council authorize undertaking a 100th Anniversary Celebration of events. If Council is in agreement to undertake this project, a Centennial Celebrations Committee structure should be established as soon as possible including members of City Council, City staff, community members and volunteers. A Centennial Events office should be established within the Clerk's department to undertake the administration, coordination and communication of the 100th Anniversary Celebration of events. The City Clerk would be the lead for the project under the direction of the Chief Administrative Officer. A part-time project coordinator would be required with office space, equipment, etc. to be provided within the City Clerk's department. The City Clerk's office would provide administrative support to undertake preliminary activities as needed in the early part of 2010. The part-time project coordinator would be required starting in mid-2010 and continuing through to the end of the project. An intern position would likely be required in 2012.

The Working Committee recommends that Council "think big". This project comes only once in 100 years. The committee firmly believes that tourists and residents, past and present will be eager to participate in the celebrations. If Council gives the go-ahead, sponsorship will be sought over a 2-year period. It is anticipated that corporate and the rest of the community will come forward with sponsorship.

6(8)(a)

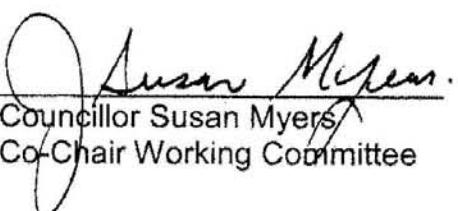
The Working Committee recommends that Council provide \$65,000/year over the next 3 years (2010, 2011 and 2012) for a total project budget of \$195,000. Once a budget is established, Council and the community would be requested for input and ideas for centennial celebration events. It is anticipated that the Economic Development Corporation would market our 100th Anniversary as a major tourist attraction for 2012. In particular a 'Homecoming' would maximize economic impact and provide an opportunity to attract and retain former Saultites.

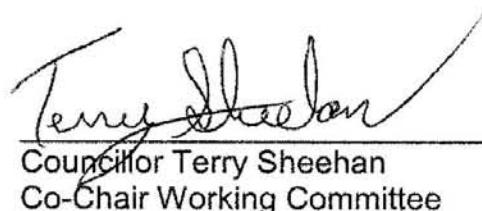
Although the development of events is dependent on budget and then engaging community input, some preliminary events that the working committee discussed include a November/December 2011 kick-off, December 31/January 1st family events, April 16th 100th Anniversary City Council meeting (exact date of first Council meeting in 1912) and a Homecoming Weekend. Anticipated community partners include Ontario Winter Carnival Bon Soo (Feb 3 – 11), Canadian Adult Recreational Hockey (CARHA) Tournament (March 4 – 11), War of 1812 Bicentennial (June), Rotaryfest (July), and there will be many others.

RECOMMENDATION

That Council authorize undertaking a Sault Ste. Marie 100th Anniversary Celebration of events; and further that Council approve project funding in the amount of \$65,000 per year over the next 3 years (2010, 2011 and 2012) for a total project budget of \$195,000.

Respectfully submitted


Councillor Susan Myers
Co-Chair Working Committee


Councillor Terry Sheehan
Co-Chair Working Committee

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-203

AGREEMENT: (L-334) A by-law to authorize a lease between The Corporation of the City of Sault Ste. Marie as Landlord and Rogers Communications Inc. as Tenant for the property located at No. 2 Fire Hall at 363 Second Line West.

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 to affix the seal of the Corporation to a lease between The Corporation of the City of Sault Ste. Marie and Rogers Communications Inc. concerning a lease between the parties for the property located at No. 2 Fire Hall at 363 Second Line West, Sault Ste. Marie, Ontario, commencing October 20, 2009 for the installation and use of a flag pole tower, as well as installing, removing, replacing, relocating, maintaining, supplementing and operating, telecommunications facilities and equipment for the provision of telecommunication services.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 7th day of December, 2009.

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

SCHEDULE "A"
TELECOMMUNICATIONS SITE AGREEMENT

10(9)

Site (legally described on Schedule "A"): Second Line & Korab

Location Code: C2876

THIS AGREEMENT made this 20 day of October, 2009.

1. IN CONSIDERATION of \$2.00, the receipt of which Landlord acknowledges, Landlord leases to Tenant the premises and access rights shown on Schedule "B" at the Site described above as follows
(check appropriate box(es))

- Land comprised of approximately _____ acres (_____ hectares)
- Access road to be constructed by Tenant
- Other

together with the non-exclusive right of unrestricted use of the rest of the Site for the purpose of access, staging, construction, installation, removal and repair of telecommunications facilities, and connections to the appropriate utilities, fibre optic and telephone facilities ("access and utility rights").

2. TERM of 5 years beginning on December 1st, 2009 ("Commencement Date")

3. RENT shall be paid monthly in advance in the amount of **Seven Hundred Dollars (\$700)** plus GST, if applicable, starting on the first day of the month following the beginning of construction ("Full Rent Start Date"). For any period prior to the Full Rent Start Date, Tenant shall pay Landlord rent monthly in the amount of **Four Hundred Dollars (\$400.00)** plus GST. Landlord confirms that its GST Number is **NA**, and acknowledges that payment of rent is contingent upon such number being accurate and correct. Notwithstanding the foregoing, in the event Tenant subleases or subleases a portion of the premises to another telecommunications carrier, the monthly rent herein shall be increased by the sum of **One Hundred Dollars (\$100.00)** (the "Additional Rent") for each additional telecommunications carrier save and except corporate affiliates as defined in Section 9 of the agreement. Such Additional Rent shall be payable in advance and shall be adjusted on a pro rata basis from the date of installation in which the equipment is installed. Upon termination of such sublicense or sublease, all prepaid Additional Rent shall be adjusted on a pro rata basis to the date of termination. Commercial realty taxes attributed directly to the premises shall be payable by the Tenant.

4. EXTENSION of the initial term of this agreement is hereby granted to Tenant for 3 additional 5 year extension periods unless Tenant provides Landlord written notice of its intention not to extend at least 60 days prior to the expiration of the then current term. Rent shall be set at market rate for comparable Tenant's sites of similar uses in the vicinity of the premises as agreed by the parties acting reasonably, or, failing agreement, by a single arbitrator appointed under provincial arbitration legislation. Annual rent in any subsequent extension period shall never be less than the annual rent paid during the immediately preceding year.

5. USE of the premises and access and utility rights by Tenant shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing and operating, at its sole expense, telecommunications facilities and equipment for the provision of telecommunication services. Where applicable, Tenant may connect its equipment and provide telecommunication services by wireless, cables and/or wires to the equipment of other occupants at the Site.

6. UTILITIES required for the operation of the telecommunications facilities shall be the sole responsibility of Tenant, and electrical consumption shall be determined by: (check appropriate box(es))

- included in rent or not applicable
- separate meter with direct invoices from local utility, if available
- check meter installed by Tenant, with invoices from Landlord based on meter readings and Tenant's share of Landlord's electrical bill

7. EQUIPMENT, towers, poles, shelters, cabinets, pedestals, antennas and mounts shall remain the personal property of Tenant and shall be removed by Tenant upon expiration or termination of this agreement and the premises shall be restored to its original condition, reasonable wear and tear excepted. Tenant shall install its equipment using good workmanlike practices and shall repair any damage caused to the Site by such installation. Tenant hereby agrees to grind down the concrete foundations one (1) metres below grade upon expiration or termination of this agreement.

8. NOTICES shall be in writing and sent by mail, postage prepaid, deemed received 3 days after mailing or by facsimile transmission, deemed received on date transmitted, to the address or facsimile number of the party set forth below.

9. ASSIGNMENT of this agreement by Tenant may be made to any corporate affiliate(s), principal lenders or a purchaser of part or all of Tenant's assets. All other assignments require Landlord's consent, acting reasonably. Tenant may permit use of all or any portion of the premises and access and utility rights by others for telecommunications purposes.

10. TERMINATION of this agreement may be exercised by Tenant at any time on 30 days' notice without further liability if Tenant cannot obtain all necessary rights, postponements and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility on conditions satisfactory to Tenant, or if any such right or approval expires, or is cancelled or terminated, or if for any other reason (e.g., interference with Tenant's signals, damage or destruction, site decommissioning) Tenant determines, in its discretion, that it will no longer use the premises or access rights for its intended purpose. Upon termination, all prepaid rent shall be adjusted to the date of termination. If Tenant defaults

under this agreement and such default is not being diligently remedied within 30 days after notice (*force majeure* excepted), Landlord may terminate this agreement on 30 days' written notice.

11. INDEMNITY & INSURANCE

(a) Indemnity: Save for the negligence or willful acts of Landlord and those for whom Landlord is in law responsible, Tenant shall indemnify and save harmless Landlord against all actions, suits, claims, damages, costs and liabilities, including legal costs arising out of or as a result of:

- (i) any breach, violation or non-performance of the terms and obligation on the part of the Tenant set out in this agreement and any damage to the Site; or
- (ii) any injury to or death of any person occasioned by the use of the premises by Tenant, its employees, agents or contractors.

(b) Insurance: Tenant shall at all times during the term of this agreement maintain an insurance policy covering all of its undertaking and in particular, general liability insurance coverage in an amount of Five Million Dollars (\$5,000,000.00) per occurrence. Tenant shall provide Landlord with an insurance certificate evidencing such insurance coverage. Landlord shall be added to the policy as an additional insured and such insurance shall provide an undertaking by the insurer to provide Landlord with 30 days notice of any cancellation or amendment, adverse to Landlord, of the policy.

12. HAZARDOUS SUBSTANCES: Landlord represents that it has no knowledge of any substance on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or local law or regulation. Landlord shall be responsible for any pre-existing contamination of the Site. Landlord and Tenant shall not introduce or use any such substance on the Site in violation of any applicable law.

13. MISCELLANEOUS:

(a) Tenant upon paying the rent shall have quiet possession of the premises. Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by Tenant from the Site. Landlord shall ensure that other carriers granted space on the Site co-ordinate site access and antenna placement with Tenant through Tenant's standard collocation procedures and conditions to ensure there is no interference or impairment and Tenant's quiet possession of the premises is protected. Tenant shall have 24 hours a day, 7 day a week access to the premises subject to Landlord's reasonable security requirements and access cards and/or keys provided by Landlord at Tenant's expense. The Tenant shall not do, omit or permit to be done anything that may interfere with the Landlord's reasonable quiet enjoyment of the lands. **The Tenant** covenants that its operations shall be in compliance with Industry Canada guidelines and should any of its Equipment operate outside of the frequencies specified by Industry Canada resulting in interference with or degradation of any other Signals lawfully transmitted or received by equipment on the Lands operating in accordance with Industry Canada, Transport Canada and Health Canada guidelines, the Tenant shall immediately cure such interferences. Notwithstanding the foregoing, Tenant shall be responsible for all upkeep and maintenance of its equipment (as set out in paragraph 7 above), and shall, during the term of this agreement and any extension thereof, keep same in good condition as would a prudent tenant in similar circumstances, having regard to the age, size and location of such equipment.

(b) Prior to initial installation, Tenant shall supply Landlord with plans and/or surveys as applicable (collectively the "plans"), which plans shall become schedules and form part of this agreement. Tenant's plans for changes to the telecommunications facilities shall also become schedules and form part of this agreement. Landlord shall, at Tenant's expense, assist and co-operate with Tenant in obtaining governmental approvals for Tenant's permitted uses. Landlord shall maintain and Tenant shall use the Site in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare and occupational safety.

(c) Landlord and/or its agent represents and warrants that it has full authority to enter into and sign this agreement and bind Landlord accordingly.

(d) This agreement contains all agreements, promises and understandings between Landlord and Tenant. All future plans shall become schedules and form part of this agreement.

(e) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Landlord and Tenant.

(f) Landlord shall permit Tenant or its contractors full access to the Site and premises, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the premises, provided Tenant shall repair any damage caused by any tests or inspections.

(g) If Tenant remains in possession at end of term(s), Tenant shall be a monthly tenant at the then current rent.

(h) This agreement shall be governed by the laws of the province in which the Site is located. Invalid provisions are severable and do not impair the validity of the balance of this agreement. Landlord agrees to keep this agreement and its terms strictly confidential and not disclose them unless compelled by law.

(i) If a matrimonial home is located at the Site, Landlord's spouse hereby consents to the agreement.

10(a)

14. ADDITIONAL PROVISIONS: See Schedule C attached, if applicable.

Landlord

The Corporation of The City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario
P6A 5N1 Facsimile No. (705) 759-5405

Per: _____ Per: _____
Name: John Rowsell Name: Donna Irving
Title: Mayor Title: City Clerk

I/We have authority to bind the Corporation.

Tenant

Rogers Communications Inc.
c/o Rogers Real Estate Services
One Mount Pleasant Rd., 2nd Floor
Toronto, Ontario
M4Y 2Y5 Facsimile No. (416) 935-7799

Attention: Regional Manager, Real Estate

Per: _____
Name: Mona Damonei
Title: Acting Manager, Real Estate - Ontario

I have authority to bind the Corporation.

10(a)

SCHEDULE "A"

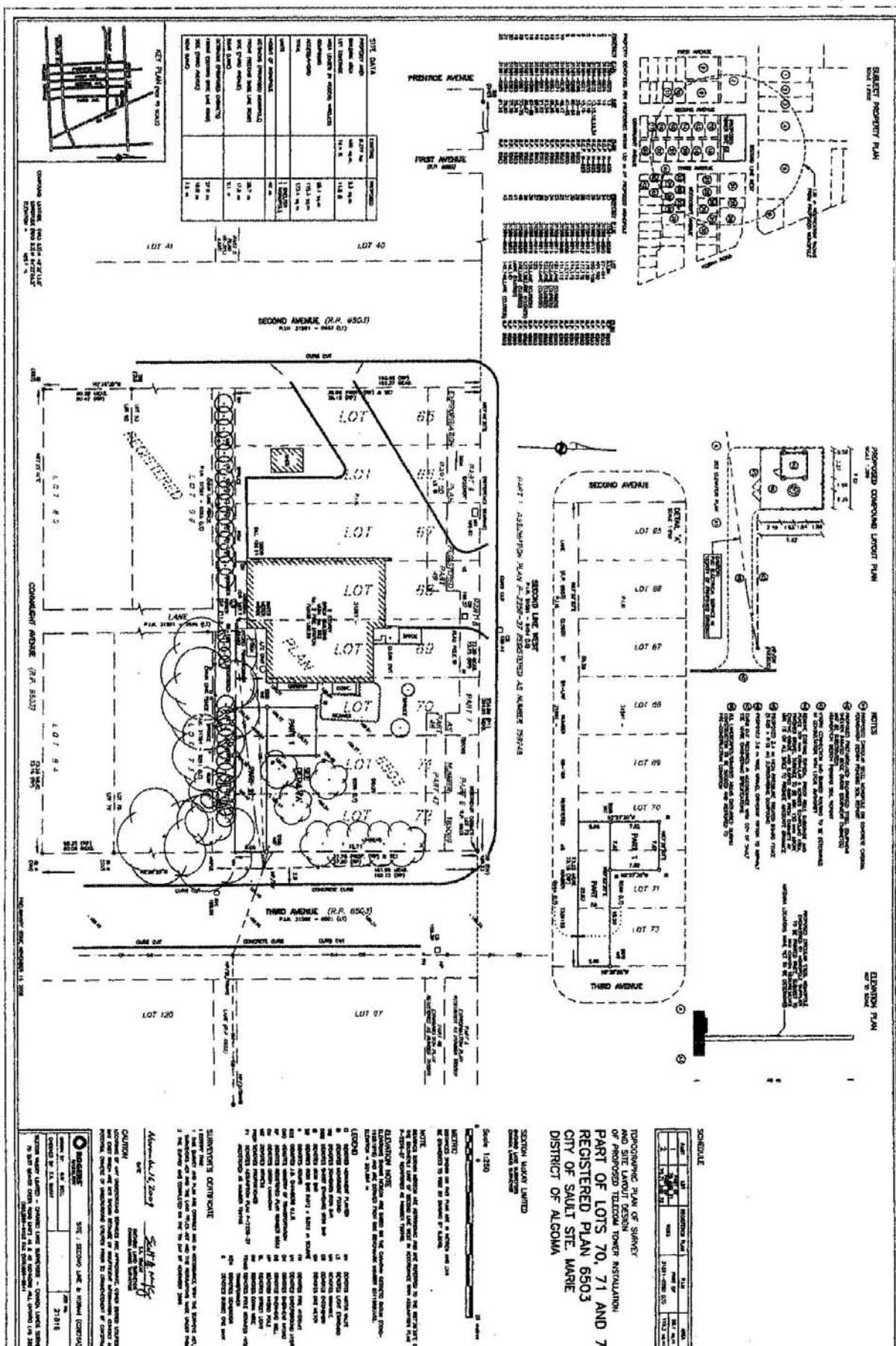
LEGAL DESCRIPTION OF LANDLORD'S LANDS ("SITE")

LT 65-72, PL6503 KORAH: SAULT STE. MARIE

DESCRIPTION OF PREMISES
(including access rights)

10(a)

If this agreement is executed with a sketch plan attached as Schedule "B", the Landlord hereby authorizes the Tenant, if it should elect, to substitute a plan (the "Plan") of the premises certified correct according to field survey by a land surveyor, for the sketch attached hereto as Schedule "B", provided however that the Tenant shall be under no obligation to do so. The Plan, if attached, shall form part of this agreement and shall define the premises. Nothing in the Plan shall limit or detract from other access and utility rights granted in this agreement.



10(a)

SCHEDULE "C"
ADDITIONAL PROVISIONS

NIL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-206

AGREEMENT: (L.5.2.4) A by-law to authorize the execution of an agreement between the City and Molson Canada 2005 for the pouring rights at the Essar Centre.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 26th day of October, 2009 and made between the City and Molson Canada 2005 for the pouring rights at the Essar Centre.

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.

PASSED in open Council this 7th day of December, 2009.

MAYOR - JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

NOTE: Due to the length of the agreement and its schedules only the main agreement and Schedule "A" have been attached to this by-law. The entire agreement may be viewed at Clerk's Office.

DH Bylaws\2009\2009-206 Molson Pouring Rights Agrt.doc

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"

BEER POURING RIGHTS AGREEMENT

THIS AGREEMENT is dated the 26th day of October, 2009

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "Owner"
OF THE FIRST PART

- and -

MOLSON CANADA 2005
hereinafter called "Molson"
OF THE SECOND PART

WHEREAS The Corporation of the City of Sault Ste. Marie is the Owner of the Essar Centre, a sports and entertainment centre located in the City of Sault Ste. Marie;

AND WHEREAS Molson Canada 2005 is the successful bidder pursuant to the Owner's Request for Proposal for Beer Pouring Rights at the Venue dated December 5, 2008;

NOW THEREFORE the parties agree as follows:

VENUE

1. Molson shall sponsor Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario (the "Venue");

BEER POURING RIGHTS

2. Owner grants to Molson the following pouring rights (the "pouring rights") for the Venue:

- (a) Molson shall be the exclusive Beer category sponsor;
- (b) Molson shall be the "Official Beer Sponsor" of the Venue and shall have the exclusive right during the Term (defined below) to refer to such designation in advertising, promotions and merchandising; and
- (c) Molson shall have the maximum pouring rights allowed by applicable law for all licensed areas in the Venue.

3. For the purposes of this Agreement "Beer" shall include alcohol, non-alcoholic malt beverages, wine coolers and spirit-based coolers.

4. Molson understands and agrees that the Organizers of certain major national and international events occurring at the Venue may have a requirement that a competing brand of beer that is a major sponsor of the event, be made available for sale at that event. No allowance will be made to Molson as a result of this requirement.

5. Molson further understands and agrees that the exclusivity in beer pouring rights is limited to the actual Venue building and is not extended to the surrounding property and/or parking lots.

POURING RIGHTS FEES

6. In consideration of the pouring rights Molson shall pay Owner a pouring rights fee as provided in Schedule "A" to this Agreement (the "pouring rights fee") due on the dates provided in Schedule "A". The foregoing payment(s) is/are subject to Goods and Services Tax (GST) calculated at the applicable rate, currently 5 percent, payable at the time the payment(s) is/are due. The total value of this beer pouring rights agreement is \$109,333.00 plus GST.

INSURANCE

7. Owner will provide and maintain comprehensive general liability insurance coverage in an amount not less than \$5 million per occurrence during the Term of this Agreement naming Molson as an additional named insured. Upon execution of this Agreement the Owner will provide Molson with evidence of such insurance coverage in the form of a certificate of insurance naming Molson as an additional named insured.
8. Molson will provide and maintain comprehensive general liability insurance coverage in an amount not less than \$5 million per occurrence during the Term of this Agreement naming Owner as an additional named insured. Upon execution of this Agreement Molson will provide Owner with evidence of such insurance coverage in the form of a certificate of insurance naming Owner as an additional named insured.

INDEMNIFICATION

9. During the Term and thereafter, Owner agrees to indemnify Molson, its partners, licensed brands and affiliates and their respective directors, officers, employees and agents, from and against any and all expenses, damages, claims, liabilities and costs whatsoever (including attorney's fees and expenses) suffered or incurred by any of them and arising in connection with:

- (a) the breach by Owner, its officers, directors, agents or employees of this Agreement; or
- (b) the wilful misconduct or the negligent act or omission of Owner, its officers, directors, agents or employees.

10. During the Term and thereafter, Molson agrees to indemnify Owner, its officers, directors, agents or employees, from and against any and all expenses,

damages, claims, liabilities and costs whatsoever (including attorney's fees and expenses) suffered or incurred by any of them and arising in connection with:

- (a) the breach by Molson, its partners, licensed brands and affiliates and their respective directors, officers, employees and agents this Agreement; or
- (b) the wilful misconduct or the negligent act or omission of Molson, its partners, licensed brands and affiliates and their respective directors, officers, employees and agents.

TERM

11. The term of this Agreement commenced on February 1, 2009 and shall end on June 30, 2012 (the "Term").

12. Owner reserves the right to negotiate with Molson for additional one year periods at its discretion.

TERMINATION

13. This Agreement may be terminated by either party immediately upon written notice to the other party:

- (a) in the event of the winding up, dissolution, liquidation, bankruptcy or insolvency of the other party;
- (b) if any execution or other enforcement process becomes enforceable against any material property of the other party; or
- (c) if the other party breaches a material term or condition of this Agreement and fails to remedy such breach within ten (10) days from the receipt of notice thereof.

APPROVALS

14. Nothing herein shall be construed as granting Owner any right to use Molson's name, logos, trademarks or other property in any way without the prior approval of Molson. All advertising, promotions or merchandising programs relating to Molson's sponsorship of the Venue may be subject to the prior approval of regulatory authorities.

TAXES

15. Any Canadian federal or provincial Goods and Services Tax, Harmonized Sales Tax, Quebec or similar value-added tax, and any sales or use tax, imposed on transactions between Molson and Owner contemplated under this Agreement shall be the subject of an additional charge and shall be shown separately on any invoice or similar document together with the required tax registration numbers and any other information required by law. Neither party will be held liable for penalty or interest charges associated with any federal or provincial tax assessments levied against the other party. For the purpose of charging or collecting GST, Owner represents and warrants that its registration number is 12202 3120 RT00001. Molson represents and warrants that its GST registration number is 856144035 RT0001.

NOTICES AND ADDRESSES

16. All notices required to be given under this Agreement shall be given by personal delivery, by facsimile transmission, by prepaid regular mail, or prepaid courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given (i) when delivered by personal delivery or by facsimile transmission; (ii) five (5) days after deposited in the Canada Post mail, postage prepaid; or (iii) one (1) day after depositing, charges prepaid, with an overnight courier:

IF TO MOLSON:

Mr. Paul Holden, Corporate Counsel
Molson Canada 2005
Molson Coors Canada
33 Carlingview Drive
Toronto, Ontario M9W 5E4
Tel: 416-679-7640
Fax: 416-679-0630

IF TO OWNER:

Mr. Nicholas J. Apostle
Commissioner, Community Services
The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Tel: 705-759-5264
Fax: 705-759-6605

GENERAL

17. During the Term and at all times thereafter the parties agree to kept the terms of this Agreement confidential. Notwithstanding the foregoing, Molson may share the terms of this Agreement with any of its affiliates.
18. The parties shall not assign or transfer this Agreement without the prior written consent of the other party.
19. This Agreement shall enure to the benefit of and be binding upon the parties hereto and to their respective successors and permitted assigns.
20. In the event that any provision of this Agreement or the schedules attached thereto is found to be illegal or be unenforceable under the law now or hereafter in effect, such illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement.

21. This Agreement, including schedules, contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all previous agreements or understandings between the parties with respect to the subject matter herein, whether written or oral, expressed or implied.

SCHEDULES

22. It is agreed by the parties that the attached Schedule "A", the Pouring Rights Fees, and Schedule "B", the Owner's Request for Proposal – Beer Pouring Rights – Essar Centre dated December 5, 2008, shall form part of this Agreement.

22. Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party is or shall be deemed to be an associate, partner, principal or agent of the other party.

23. During the Term and at all times thereafter the City is bound by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

24. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The courts in the Province of Ontario shall have the exclusive jurisdiction to adjudicate any matter which may arise in connection with this Agreement, and the parties hereby accept, submit and attorn to the non-exclusive jurisdiction of such courts and all courts competent to hear appeals therefrom.

Continued on next page

IN WITNESS THEREOF the parties hereto have executed this Agreement.

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

Mayor John Rowswell

Date

City Clerk Donna Irving

MOLSON CANADA 2005

Per:

Will Meijer, VP Ontario Market Development

Brian McClelland, VP Commercial Finance

Attachments:

Schedule "A" – Pouring Rights Fees

Schedule "B" – Owner's Request for Proposal – Beer Pouring Rights – Essar Centre
dated December 5, 2008

DH Agreements & Documents\CSD\Essar Centre\Essar Pouring Rights Agrt FINAL
L.5.2.4

SCHEDULE "A"**POURING RIGHTS FEES**

In consideration of the Sponsorship Rights Molson shall pay Owner a fee plus Goods and Services Tax (G.S.T.) at the applicable rate (currently 5 percent) as follows:

February 1, 2009	\$29,333.00 plus G.S.T. at the applicable rate;
January 1, 2010	\$32,000.00 plus G.S.T. at the applicable rate;
January 1, 2011	\$32,000.00 plus G.S.T. at the applicable rate;
and	
January 1, 2012	\$16,000.00 plus G.S.T. at the applicable rate.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-208

AGREEMENTS: (E.3.4) A by-law to authorize a contract between the City and S&T Electrical Contractors Limited for the supply and installation of a methane monitoring and mitigation system. (Contract 2009-16E).

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 contract in the form of Schedule "A" hereto dated the 7th day of December, 2009 for and made between the City and S&T Electrical Contractors Limited for the supply and installation of methane detection system, pressurization test of the administration building, the modification or replacement of the administration building's roof top unit based on the results of the pressurization test and the supply and installation of ventilation equipment. (Contract 2009-16E).

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 December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

DA \staff\by-laws\2009\2009-208 Eng. Contract 2009-16E

NOTICE

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CITY SOLICITOR

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2009-16E
Methane Monitoring and Mitigation
Sault Ste. Marie Municipal Landfill**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 7th day of December in the year 2009 by
and between

S&T Electrical Contractors Limited hereinafter called the
"Contractor"

AND

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

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

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

**CONTRACT NO. 2009-16E
METHANE MONITORING AND MITIGATION
SAULT STE. MARIE MUNICIPAL LANDFILL**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator 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 Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
 6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

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

The Contractor: S&T Electrical Contractors Limited
158 Sackville Road
Sault Ste. Marie, Ontario
P6B 4T6

The Contract Administrator: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4

10(c)

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 2009-209

AGREEMENTS: (E.3.4) A by-law to authorize a contract between the City and Avery Construction Ltd. for the supply and installation of five forcemain flushing connections. (Contract 2009-17E).

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 contract in the form of Schedule "A" hereto dated the 7th day of December, 2009 for and made between the City and Avery Construction Ltd. for the supply and installation of five flushing connections along an existing 200mm diameter leachate forcemain on the site of the Municipal Landfill. (Contract 2009-17E).

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 December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

DA \staff\by-laws\2009\2009-209 Eng. Contract 2009-17E

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

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2009-17E
Leachate Forcemain Flushing Connections
Sault Ste. Marie Municipal Landfill**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 7th December day of November in the year 2009 by
and between

Avery Construction Ltd. 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:

**CONTRACT NO. 2009-17E
LEACHATE FORCEMAIN FLUSHING CONNECTIONS
SAULT STE. MARIE MUNICIPAL LANDFILL**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Supplementary General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator 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 Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
 6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

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

The Contractor: Avery Construction Ltd.
940 Second Line West
Sault Ste. Marie, Ontario
P6C 2L3

The Contract Administrator: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4

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(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-212

AGREEMENTS: (E.1.10.) A by-law to authorize an agreement between the City and the Amalgamated Transportation Union (Local 1767) for the term commencing February 1, 2009 to January 31, 2012.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 7th day of December, 2009 for and made between the City and the Amalgamated Transportation Union (Local 1767) for the term commencing February 1, 2009 to January 31, 2012.

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.

PASSED in open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

on/staff/by-laws/2009/2009-212/EmployeesTransitDriversE.1.10

NOTICE

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10(e)

AGREEMENT

between

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

-and-

AMALGAMATED TRANSPORTATION UNION (LOCAL 1767)

February 1, 2009 to January 31, 2012

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AGREEMENT

Made and entered into this 1st day of February 2009

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter called the "City")
of the first part

-AND-

AMALGAMATED TRANSPORTATION UNION (Local 1767)
(Hereinafter called the "Union")
of the second part

WITNESSETH that in the operation of the lines of the Transit system both parties mutually agree as follows.

ARTICLE 1:00 PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all the employees who are subject to the provisions of this Agreement

ARTICLE 2:00 RECOGNITION - UNION DUES

- 2:01 The City recognizes the Union as the exclusive collective bargaining agent for all those employees in the classification of Operator and hereby consents and agrees to negotiate with the Union or any authorized committee thereof on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 2:02 All Operators will join the Union after thirty days as a condition of employment subject to the probationary period in Article 8:01.
- 2:03 The City will deduct, from the wages of each employee, on completion of thirty days of employment, the current monthly union dues as set out from time to time, and remit same to the Union.
- 2:04 The City will be held free of liability in the event of omissions or in the event of incorrect deduction of union dues.

ARTICLE 3:00 DISCRIMINATION

- 3:01 The City and the Union agree not to discriminate against any employee because of their membership in the Union nor for any reason set out in the Ontario Human Rights Code.
- 3:02 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used wherever the contract so requires.

ARTICLE 4:00

- 4:01 The City and its Employees will work in accordance with the Occupational Health and Safety Act. Every Operator shall obey the orders of the Dispatcher or Inspector in order that the service, at no time be impaired. Any dispute arising from such order shall be resolved by the grievance procedure provided herein.

ARTICLE 5:00 MANAGEMENT

- 5:01 The Union acknowledges and recognizes that the management of the transit system and the direction of the working forces are fixed exclusively with the City, except as specifically limited by the express provisions of this contract, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee for just cause, subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 5:02 The Union further recognizes the right of the City to operate and manage the City business in all respects in accordance with its commitments and responsibilities.
- 5:03 The Union further recognizes the right of the City to make or alter rules and regulations from time to time which in the City's discretion are deemed necessary for the safe, continuous, effective, and efficient, operation of the services. The City will advise the Union Representatives of such rules and regulations, or changes to rules and regulations, prior to the implementation of such rules or regulations. No such rule or regulation shall be inconsistent with the terms of this agreement.
- 5:04 The City agrees to give the Union as much notice as possible as determined within the sole discretion of management of the City of the implementation of any major technological change which will result in lay-offs or termination of employees covered by this contract.
- 5:05 The City acknowledges the right of the Union to select a Committee of Adjustment of four (4) members who shall be employees of the City. The Union will advise the Manager of Transit, in writing, of the names of the members of such committee, and the names of the three committee members who are to be paid by the City for meetings approved by the City. Such pay shall be for hours that are straight time regularly scheduled working hours; in order that such committee members will not suffer lost time wages. The Union will have the right to have the assistance of a representative of the Amalgamated Transportation Union in order to assist in the settlement of grievances or modification of agreements.

- 5:06 The City recognizes the Legislative Representative of the Union in the performance of his legislative duties. The work of the Legislative Representative will be at no cost, and at no time lost to the City.

It is understood that when a designated representative of the Union is requested to attend with an employee at a meeting with the Employer to discuss a disability accommodation plan, such representative shall not suffer a loss of wages for the time attending such meeting.

- 5:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of such Committee will be established by the parties.
- 5:08 The City agrees to meet and discuss with the Union a minimum of sixty (60) days in advance of the implementation of any contracting out of services performed by members of the bargaining unit.

ARTICLE 6:00 DISCIPLINE

- 6:01 The following regulations are agreed upon as to discipline. Any employee against whom charges may be received will be required to report when off duty to the Supervisor Transit Operations. His case will then be considered by the proper officials of the City and will be dealt with in accordance with the following principles:
- (1) For minor cases the employee is to be warned. After two warnings, a minor case becomes a serious case.
 - (2) For serious cases, including drunkenness, drinking while on duty, drinking in uniform or drinking on buses, destruction of property, accidents through carelessness or neglect, missing fares through neglect, carrying friends free, incivility to passengers, profanity on buses, or on the premises of the Transit Department, the employee may be disciplined or released from further service.
 - (3) For absenting themselves from duty without leave or being absent without leave the employee may be released from further service.
 - (4) For habitually reporting late, or habitually gambling on the premises after being duly warned, or for abuse of Employer's passes, the employee may be released from further services.
- 6:02 No Operator shall be dismissed without just cause. A proper investigation will be held with the employee and their union Representative by the Transit Manager or the designate. The Operator will be advised, in writing, of the charges against them and the time and place of the investigation. The Operator in question shall be advised of the decision within five (5) working days.
- 6:03 Should the Operator in question not be satisfied with the decision rendered, the employee shall have the right to appeal through the grievance procedure of this agreement.

ARTICLE 7:00 GRIEVANCE PROCEDURE

7:01 Should a dispute arise between the City and any employee(s) regarding the interpretation, meaning, operation or application of the terms of the Agreement including any questions as to whether a matter is arbitratable or where an allegation is made that the Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner providing such grievance is established within 15 calendar days of the occurrence of the facts or events which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps.

COMPLAINT

Grievances shall first be dealt with as a complaint.

It is understood that there is no grievance until the Manager of Transit Services or representative has first had the opportunity to adjust the complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

- STEP I** The employee, who may be assisted by a representative of the Union, shall discuss the case with the Chief Inspector/Scheduler. Such discussion shall take place within ten (10) days of receipt of the grievance. The Chief Inspector/Scheduler shall render their decision within five (5) calendar days of the hearing.
- STEP II** If the Union considers that a satisfactory settlement was not reached at Step I, it may, within ten (10) calendar days of receipt of the reply at Step I, request a hearing by the Transit Manager, or the designate. Such hearing will be held within fifteen (15) days of the request. The request will state the reason or reasons the answer at Step I was unsatisfactory and in what manner the City's interpretation of the contract clause is disputed. The Transit Manager or their representative shall render a decision within five (5) calendar days of the hearing.
- STEP III** If the Union considers that a satisfactory settlement was not reached at Step II, it may within ten (10) calendar days of receipt of the reply at Step II, request a hearing by the Commissioner of Human Resources, or the designate. Such requests shall state the reason or reasons the answer at Step II was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Commissioner of Human Resources or the designate shall render a decision within five (5) calendar days of the hearing.
- STEP IV** If the Union considers that a satisfactory settlement was not reached at Step III, it may, within ten (10) calendar days of receipt of the Step III reply, request a hearing by the Chief Administrative Officer. Following this meeting the Chief Administrative Officer shall render a decision within ten (10) calendar days of the hearing.
- STEP V** If the Union considers that a satisfactory settlement was not reached at Step IV, it may, within 10 calendar days of receipt of the Step IV reply, request that the grievance be referred to arbitration in accordance with the Labour Relations Act of Ontario. A Board of Arbitrators shall not alter, modify or amend any part of the Agreement or make any decision inconsistent with its provisions. However, the Board shall have the power to dispose of a discharge or discipline grievance in a manner which in its opinion, it deems

just and equitable. The decision of the Board may be made retroactive to the day when the employee first placed the question before the City by filing of a written grievance.

Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the third Arbitrator.

7:02 GENERAL GRIEVANCE

If a dispute arises directly between the City and the Union regarding the general interpretation, application or alleged violation of the terms of the collective agreement, either the Union or the

City may file a grievance commencing at Step III of the grievance procedure provided a written grievance is filed within fifteen (15) calendar days of the occurrence of the incident giving rise to the dispute. The grievance shall provide the particulars of the incident, the clause(s) of the collective agreement allegedly violated, and the redress sought.

7:03 The time limits fixed in both the Grievance and Arbitration procedures must be observed unless they are extended by mutual agreement between the parties.

7:04 NO STRIKES OR LOCKOUTS

In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the Services of the City for the duration of this Agreement.

ARTICLE 8:00 PROBATIONARY PERIOD

8:01 For new employees there shall be a probation period of one hundred and sixty (160) hours for the initial operator training period and one thousand and forty (1040) hours in active service. If the new employee is not satisfactory and/or does not show aptitude for the work, the employee may be released at any time within that limit without constituting a cause for grievance.

ARTICLE 9:00 SENIORITY

9:01

(a) Seniority rights of Operators will be exercised only as provided in this Agreement.

The right to pick a regular posted assignment shall be governed by seniority. Where such assignments have two complete shifts, the Operators assigned to such assignments shall alternate shifts a week about. Regular assignments, as designated by the Employer, shall be runs which require approximately a standard work week of not less than forty (40) hours. An employee performing a regular assignment shall have their pay reduced by any part of the assignment not performed by the employee.

Any route changes that affect run duration will be deferred until the next formal pick.

Operators shall make their choice of assignments according to seniority. Such assignments are to take effect the first Sunday which starts a pay period in the months of January, May and September. Operators will select such assignments during the third week prior to the effective date of the pick. Operators will make their picks by seniority as follows:

Tuesday - Operators	1 - 12
Wednesday - Operators	13 - 24
Thursday - Operators	25 - 36
Friday - Operators	37 - 48
Saturday - Operators	49 - 60
Sunday - Operators	61 - end

Pick periods will be scheduled at 40 minute time intervals until 4:00 P.M. of the pick day. If an Operator fails to pick an assignment as scheduled, such Operator will be assigned to the spareboard. If an Operator is off sick or on compensation at the time of the pick, the Operator shall present proof at the designated pick time, by a medical practitioner that the Operator will be able to return to work within 30 days of posting of the pick in order to exercise the Operator's pick privileges. If the Operator fails to return to work within 30 days of the Operator's designated pick time, upon the Operator's return, the Operator will be assigned to the spareboard for the duration of the pick.

Regular assigned Operators will be allowed to forfeit without pay, a two (2) hour lunch relief assignment (or such longer period that is a lunch relief assignment) when that assignment is their only assigned work for that day. Upon picking their run assignment, they will sign a form stating that they do not wish to work the assignment in question for the duration of the pick.

- (b) Operators scheduled to work greater than five (5) consecutive hours will be provided a thirty (30) minute paid lunch period.
- 9:02 The seniority rank of Operators entering the service will be determined by the hour and date first service is performed for which pay is received under this Agreement, without instruction. In establishing the first seniority roster it is understood that only the service performed for the Transit Department by the individual Operators will be considered. A current seniority roster will be posted February 1st each year. Any protest in seniority rosters must be made in writing within thirty (30) days from time of posting or no further action will be taken. Current seniority rosters and other information relative to seniority or leave of absence will be furnished to the Union representative.
- 9:03 The top 3 Operators on the Spareboard may choose to start their work week on Monday. Their choice will be in effect for the duration of the pick. If a Relief Inspector occupies one of these positions, it will be passed down to the next senior Spareboard Operator. Relief Inspector's days off will be assigned at the discretion of the Scheduler. When Spareboard Operators are required, the senior operator in point of service will be called for duty, and will be paid a minimum of two (2) hours. The employee will be paid for all time worked, computed on the closest 5 minute basis. Where practical, and where no added costs to the Employer are incurred, rest days will be assigned in consecutive pairs. An Inspector will be allowed to cover emergency work until an Operator reports for duty. When an Operator who is on a regular picked run is called out from home to report for work within the hour, the employee will be paid a 4 hour minimum call out. Such call out hours will not be used in the calculation of overtime under Article 11:00.

- 9:04 When a spare Operator is called and not available for work, the next in point of service will be called and so on until the vacancy for a spare Operator is filled. Spare Operators who have been called and are not available shall lose their turn.
- 9:05 The City will select the Operators to be sent on charter trips outside the City limits.
- 9:06 When forces are reduced, Operators shall be taken off in the reverse order of seniority and will retain all rights and privileges. Operators furloughed on account of reduction in forces will be privileged to work elsewhere and retain their seniority. They must maintain on record with the City their correct address and renew same every thirty (30) days. Operators will be called back to service in seniority order according to the following procedure.

The City will advise each Operator to be recalled by registered mail or telegram. A copy of such recall notice will be furnished to the Union representative. An Operator receiving such notice will acknowledge receipt of same by registered mail or telegram within seven (7) days, advising the City that the employee will be available for service, which date must not be later than fifteen (15) days from the date the City forwarded recall notices. In extenuating circumstances the fifteen (15) day time limit may be extended at the discretion of the Transit Manager. Furloughed Operators failing to comply with these regulations will forfeit their seniority rights and be considered as out of service.

- 9:07 An Operator appointed to a position not governed by this Agreement shall have the right to return to their position as Operator without loss of seniority.
- 9:08 An employee's employment shall be considered terminated and their seniority cancelled when:
- (a) the employee quits their employment, or
 - (b) the employee is discharged for cause, or
 - (c) the employee overstays a leave of absence without reasonable cause.
- (d) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident:
- (i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in articles 15:01 and 15:02.
 - (ii) At the end of such twelve (12) month period, such employee will be responsible for the total cost of all benefits set out in Articles 15:01 and 15:02.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (b) An employee who is absent from work due to an occupational illness or accident for which WSIB is paid will be provided as follows:
- (i) During the first 24 months of such absence the City will provide at its cost all benefits set out in Articles 15:01 and 15:02.
 - (iii) At the end of such month period such employee will be responsible for the total cost of all benefits set out in Articles 15:01 and 15:02.

- (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (e) It is understood that the provisions of 9:08(d)(a)(iii) and 9:08(d)(b)(iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

ARTICLE 10:00 LEAVE OF ABSENCE

- 10:01 An Operator held off duty to attend court, or inquests, or investigations, or subpoenaed as a Crown witness, in which the Operator is not implicated shall be paid for time lost and reasonable actual expenses. This clause applies only to circumstances occurring while on duty.
- 10:02 All Employees covered by this Agreement, if called for Jury Duty, will be paid the difference between Jury Duty pay and their regular wages, by the City, for the hours they would normally have been scheduled for work. The employee will present proof of Jury Duty and the amount of pay received.
- 10:03 Any Operators serving on a committee representing Operators as employees shall not be discriminated against, and shall have leave of absence upon request to serve on such committee. Such a request shall be made at least 24 hours in advance.
- 10:04 The City may grant, in writing, a leave of absence without loss of seniority and without pay for a period of up to 6 months to any Operators requesting such leave in writing for a good and sufficient cause. For leaves of absences greater than 6 months, the Letter of Understanding dated March 2, 1988, shall apply.
- 10:05 Any Operator having been absent in excess of five (5) days in succession, thereby forfeits all rights with the City except in the case of sickness, or when leave of absence has been granted. No leave of absence shall be extended to exceed six (6) months, nor reinstatement made after six (6) months continuous absence, except in case of sickness or on active service during war period.
- 10:06 When death occurs to a member of an employees immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day of the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, father-in-law. Leave of absence without loss of pay for four working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law. Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"Spouse" means a person

- (a) to whom a person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*: ("conjoint")

10:07 Notwithstanding the length of service of an employee, the Employer will provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

ARTICLE 11:00 HOURS OF WORK AND OVERTIME

11:01 Each regularly assigned Operator will be scheduled as nearly as possible, to forty (40) hours work or held for duty hours a week and will be paid not less than eighty hours at pro rata rate in a two week pay period. Two days off each week will be consecutive whenever possible. Pay period earnings provided above will be reduced in proportion to scheduled work or held for duty hours that the Operator fails to be available for.

11:02 (a) Ten (10) hours will constitute a day's work for all Regular Operators with the exception of those Regular Operators on Parabus assignments who will have a regular workday of eight (8) hours. Rates of time and one half to the closest 5 minutes will be paid for all:

- hours worked or held for duty in excess of ten (10) hours per day or eight (8) hours per day if a Regular Para Bus Operator;
- in excess of 80 pro rata hours in a two week pay period;

Pay period earnings will be calculated with one-week vacation equaling 40 hours in the calculation of overtime.

There will be no pyramiding of overtime hours.

(b) Spareboard Operators assigned to Parabus duties may work up to ten (10) hours per day at straight time.

11:03 The Overtime Call List will be posted with the regular run pick and will remain in effect for the duration of the pick. Regular operators must sign this list to be eligible to work overtime. Operators who sign off the Overtime Call List will not be eligible to sign on until they notify the Chief Inspector/Scheduler or the designate in writing of their intent. Such Operators will have their names placed at the bottom of the Overtime List. Spareboard operators will automatically be placed on the Overtime Call List.

Operators who have signed the overtime call list will be called in seniority rotation so that overtime turns are distributed as equitably as possible. A turn of overtime will be equal to ten (10) hours worked or refused.

When an Operator is called for overtime service and fails to respond, the Operator loses their overtime turn, except those Operators on vacation, on W.S.I.B., or on paid sick leave, will not be charged a turn of overtime. Refusing short changes (less than 8 hours) or double shifting will not be recorded as a refusal.

A chart will be posted weekly for each pick period indicating the hours of overtime worked or refused by each Operator. The hours of worked or refused overtime will be active for the duration of the pick period. Any imbalances in the equitable distribution of overtime hours will be corrected as soon as practically possible.

11:04 Provided Spareboard Operators are available within the two (2) week scheduling period as determined by the Employer, and prior approval of the Employer is obtained, an Operator may request time off without pay only with the current posted assignment period up to a maximum of forty (40) hours per calendar year. This excludes requested time off without pay for "short changes" (i.e. "short changes" are 8 hours or less).

11:05 An Operator will be allowed ten minutes reporting time before a bus leaves the garage.

11:06 Regular Operators will be allowed to change their scheduled shifts daily, weekly, or for the duration of the pick. Vacation is part of the scheduled change when Operators switch for the duration of the pick.

No Operator will work more than eleven (11) consecutive shifts in order to facilitate shift changes. The shift change and the payback must be marked up together.

All shift changes involving Spareboard must be approved by the Employer three (3) days prior to change date.

11:07 Notwithstanding any other provision in the collective agreement, an Operator scheduled to perform charter work will be paid a minimum of one (1) hour and effective February 1, 2010 a minimum of two (2) hours at the applicable rate of pay.

ARTICLE 12:00 RATES OF PAY

12:01 The rate of pay for regular Operators and Parabus Operators shall be as follows:

\$21.66 per hour effective February 1, 2009

\$22.20 per hour effective February 1, 2010

\$22.76 per hour effective February 1, 2011

A new Operator will receive the full hourly rate as soon as the employee takes over operational driving on their own.

- 12:02 New employees breaking in will be paid 1/2 time until judged capable of taking over operation duties on their own. Such employees will not work over ten (10) hours in one day or the normal hours in the week.
- 12:03 The City agrees to make payroll deductions for employees making contributions to the Northern Credit Union.
- 12:04 Paydays will be every second Thursday.
- 12:05 An Operator leaving the City's services shall be paid at the earliest practical time and shall be given a service letter over the signature of the Manager or the designate upon application, stating reasons for leaving, capacity in which the employee was employed and length of service with the City.
- 12:06 The shift differential shall be fifty cents (\$0.50) per hour. Effective February 1, 2004 the shift differential shall be fifty five cents (\$0.55) per hour. With reference to payment of a shift differential for afternoon shifts, the following interpretation has been mutually agreed to by the Union and the City.
1. Any Operator reporting for work for a regular scheduled shift (not split shift) after 2:30 P.M. shall be paid a shift differential as set out above.
 2. All Operators working split shifts after 6:00 P.M. and reporting for work in the afternoon shall be paid a shift differential as set out above for all time worked after 2:30 P.M.
 3. All Operators working overtime from regular day shifts will receive a shift differential where the overtime is continuous with the day shift.
- 12:07 Operators will be paid sixty-five cents (\$0.65) per hour (effective first of the month following ratification) for all time worked on Sunday operating reports (effective February 1, 2003 increase to \$0.75 and effective February 1, 2004 increase to \$0.85).
- 12:08 Parabus Operators will be paid a fifty (\$0.50) cent (effective 1st of the month following ratification of the Memorandum of Settlement by the parties) and increase to seventy five (\$0.75) cents effective February 1, 2011 per hour premium when training new operators.

ARTICLE 13:00 SPECIFIED PAID HOLIDAYS

13:01 Regular route runs on a Specified Paid Holiday will be paid what the run would normally have paid had it not been a holiday.

Spareboard employees on a regular run will be paid what the run would pay a regular assigned Operator. Unassigned employees on the spareboard will receive eight hours pay for all Specified Paid Holidays.

The following shall be considered paid holidays:

New Year's Day	Family Day (3 rd Monday in February)
Good Friday	Easter Sunday
Victoria Day	Canada Day *
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

* When Canada Day falls on a Sunday, it shall be considered a regular work day and the Holiday will be the Monday.

- 13:02 (a) An employee required to work on the day of observance of a Specified Paid Holiday shall be paid 1 1/2 times their regular rate for the hours worked in addition to this holiday pay.
- (b) An employee required to work on their regular day off on the day of observance of a specified paid holiday shall be paid two times their regular rate for such hours worked in addition to their holiday pay.

13:03 In order for an employee to qualify for any of the above rates of specified holiday pay an employee must have worked their last scheduled shift prior to and their first scheduled after the day on which the specified paid holiday is celebrated unless absent on authorization of the Manager or their appointee. Such authorization will not be withheld unreasonably.

Section 11:06 has no bearing on this section.

13:04 On a specified paid holiday an Operator holding a steady run which is working on that day will be required to work, except to the extent that the employee is able to arrange relief.

ARTICLE 14:00 VACATIONS

14:01 When an Operator has completed one calendar year service with the City, the employee will be entitled to two (2) weeks vacation with pay at 4% of their total wages paid to the employee the previous year.

14:02 After five (5) years of continuous service the employee will be entitled to three (3) weeks vacation with pay at 6% of their total wages paid to the employee the previous year.

14:03 After ten (10) years continuous service the employee will be entitled to four (4) weeks vacation with pay at 8% of their total wages paid to the employee the previous year.

14:04 After fifteen (15) years continuous service the employee will be entitled to five (5) weeks vacation with pay at 10% of their total wages paid to the employee the previous year.

14:05 After twenty (20) years continuous service the employee will be entitled to six (6) weeks vacation with pay at 12% of their total wages paid to the employee the previous year.

14:06 After thirty (30) years continuous service the employee will be entitled to seven (7) weeks vacation with pay at 14% of their total wages paid to the employee the previous year.

14:07 Vacation Selection Schedule:

- (a) Operators by seniority will select their vacation pick at scheduled times. Vacation pick periods will be scheduled at two hour intervals beginning November 1st, 7A.M. to 5 P.M., continuing seven days a week until the first round vacation pick is completed. The second round of the vacation pick will begin the day following the completion of the first round vacation pick and will continue until completed.

Example:

November	1	Operator 1 to 5
	2	Operator 6 to 10 1st round pick
	3	Operator 11 to 15 3 wks. selection
	14	Operator 81 to end
November	15	Operator 1 to 5
	16	Operator 6 to 10 2nd round pick
	17	Operator 11 to 15 remaining weeks

Daily time schedule:

- Operator #1 - 7 AM to 9 AM
- Operator #2 - 9 AM to 11 AM
- Operator #3 - 11 AM to 1 PM
- Operator #4 - 1 PM to 3 PM
- Operator #5 - 3 PM to 5 PM

- (b) Failure of an Operator to select their vacation pick in their scheduled time will result in the loss of their vacation pick until such time as they notify Transit Management of their desire to make their vacation picks. Upon notification to Transit Management of their desire to make a vacation pick, the Operator will be allowed to pick immediately after the Operator who is scheduled in that time frame makes their pick. The pick schedule will then continue on as scheduled.
- (c) Operators who cannot be present to select their vacation pick will be permitted to telephone their choice or leave their choice with the Supervisor Transit Operations or the designate, who will record the pick on behalf of the Operator.
- (d) The Vacation Selection Schedule will be posted October 15th each year. Operators will be responsible to check their number and time schedule for their vacation pick, as numbers and times of selection may change each year.

14:08 Should an Operator be on L.T.D., Weekly Indemnity or WSIB at the time when their annual vacation is scheduled to occur, the vacations will be rescheduled to a time mutually agreed to between the employee and their Supervisor and will be rescheduled within two weeks of return to work, from among vacation openings existing as of January 1st of that calendar year.

ARTICLE 15:00 WELFARE

15:01 The City agrees to provide the following welfare benefits to employees classified as Operator II with the City paying 100% of the premiums for such benefits:

Ontario Health Insurance Plan

Life Insurance plus A.D. & D. \$38,000.00

Weekly Accident and Sickness Benefit:

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 disability. It is understood and agreed by the parties that in return for this benefit the full U.I.C. rebate on premiums shall be retained by the City.

Green Shield Extended Healthcare Benefit

Benefit changes effective the first of the month following ratification of the Memorandum of Settlement by the parties:

- \$6.00 drug card system effective 1st (drug plan is voluntary generic substitution)
- Vision Care (eyeglass subsidy \$250.00 every two years and increase to \$300 effective February 1, 2011).
- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Pharmacy dispensing fees capped at \$9 per prescription and effective February 1, 2011 increase to \$10.00 per prescription. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Cap Private Duty Nursing @ ninety (90) – eight (8) hour shifts per year.

Long Term Disability to provide 60% of an employee's basic hourly rate after 26 weeks with Canada Pension Plan as a primary offset.

Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February following, 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 the settlement. Coverage shall be in accordance with the terms and conditions of Great West Life Policy #320925 Division 9.

The inclusion of the policy number is for identification only and will not affect other articles of the Collective Agreement.

- **Active Employees Over Age 65**

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.

1. Drug plan capped at \$1000 per annum. Remains 90%/10% co-insurance; \$8 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1000 per annum cap.
 2. Paramedical capped \$500 per annum.
 3. Vision Care - \$200/24months. No eye examination coverage.
 4. No coverage of medical items.
- Life: Reduce to \$10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

15:02 Employees will be provided with Green Shield Dental Plan #9 with Rider #3 (\$1,500 orthodontic limit), on the basis of one year behind current O.D.A. fee schedule.

15:03 Overage Dependent Coverage to age twenty five (25) is included in the Green Shield Extended Health Care and Dental coverage.

15:04 An employee absent on sick leave must furnish a medical certificate stating the nature of their illness if requested by Management.

An employee on sick leave for 30 days or more must furnish a certificate of physical fitness to return to duty without expense to the City.

15:05 An employee hurt in an industrial accident shall be paid for the scheduled time lost on the day the employee was injured at their regular rate including any overtime premium.

15:06 The City shall provide transportation 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. 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 WSIB.

15:07 An employee who is absent from work without pay for 30 days or more shall be fully responsible for the payment of the total cost of premiums for the benefits outlined in Articles 15:01 and 15:02.

15:08 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or the number of dependents within 15 days of the change. The Corporation shall have the right to recover by payroll deduction, any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverages.

15:09 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. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

15:10 (a) Operator I

New Operators *hired on or after April 1, 2003* will be provided with the following welfare benefits during the first four thousand one hundred and sixty (4,160) hours of work with 100% of the premium paid by the City:

- Prescription Drug Benefit Plan at 90/10% Co-insurance*
* Drug benefit subject to elimination of OTC's & \$8 dispensing fee cap.
 - Vision Care \$100 per 24 months
- (b) While it is understood that employees in the Operator I and Operator II classifications may work on an as required basis, the inclusion of this clause is not to be interpreted as Part-Time Employees.

ARTICLE 16:00 PENSIONS

16:01 All employees covered by this Agreement will participate in the Ontario Municipal Employees Retirement System and the Canada Pension Plan in accordance with the applicable statutes.

16:02 The City agrees to pay the premium for the Green Shield Extended Health Care Plan inclusive of the Card System Drug Plan from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It is understood that any improvements, or any other revisions agreed to by the parties to the Green Shield Extended Health Care Plan will be applicable to the Green Shield Extended Health Care Plan for retirees under this clause. It shall also exclude payment to any retired employee engaged in full time employment. Retirement is defined as the leaving of employment and receiving an unreduced early retirement pension from O.M.E.R.S.

All employees upon retirement may revert to \$10,000 Group Life Insurance up to age 65, 100% of the cost to be paid by the employee.

16:03 Any employee retiring on the Company Pension Plan will be granted a lifetime pass.

ARTICLE 17:00 UNIFORMS

17:01 Employees shall be required to wear uniforms as designated by the City.

17:02 The City agrees to provide all active Operators who have successfully completed their probationary period with an annual allowance of one hundred and ten dollars (\$110) payable each October 1st. Such allowance is understood to be in-lieu of uniform cleaning and licensing costs.

17:03 An Operator leaving the service of the City shall return the latest issue of uniforms.

ARTICLE 18:00 GENERAL RULES

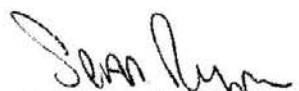
- 18:01 An Operator will be responsible to collect and turn in any articles found in the bus.
- 18:02 When Operators are sent out of town they shall be allowed actual reasonable expenses for meals and sleeping accommodations when claim is accompanied by receipts.
- 18:03 An Operator shall use their own judgment when operating any bus and if in their opinion the bus is not mechanically safe, it must be reported to the garage immediately.
- 18:04 Operators shall not be required to pay fines on account of damages to City equipment other than for violation of the Highway Traffic Act.
- 18:05 All employees covered by this Agreement shall be provided with a pass on buses.
- 18:06 A meal allowance of \$11.00 (effective the first of the month following ratification of the memorandum of Settlement by the parties) will be paid, to all Operators called to report within the hour for a full overtime shift. (Increase Meal Allowance to \$11.50 effective February 1, 2012.)
- 18:07 When an employee is retained before or after a shift to complete an Accident/Incident Report, the employee shall be paid fifteen (15) minutes at straight time.

10(e)

ARTICLE 19:00 DURATION

19:01 This Agreement shall be effective from February 1, 2009 and shall remain in effect until January 31st, 2012 and shall thereafter continue from year to year unless not more than one hundred and twenty (120) days nor less than 30 days before the expiration date, either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date. Negotiations shall then be scheduled between said parties within ten (10) days of such notice.

FOR THE EMPLOYEES



Sean Ryan, Chair
AMALGAMATED TRANSPORTATION UNION
GENERAL COMMITTEE OF ADJUSTMENT



WITNESS



WITNESS

FOR THE CITY

John Rowswell
MAYOR

Donna P. Irving
CITY CLERK

10(e)

LETTER #1

LETTER OF UNDERSTANDING

BETWEEN

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

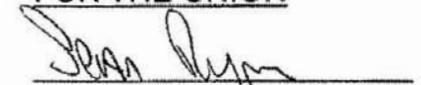
AND

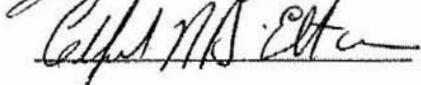
THE CITY OF SAULT STE. MARIE

The Parties agree that the issue of paid coffee breaks is resolved with the City providing free unlimited coffee and soft drinks to Operators actively on duty.

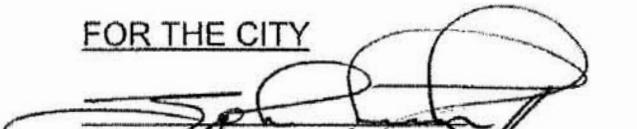
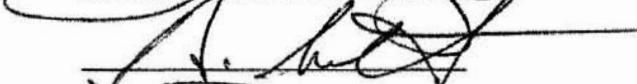
Agreed to this 30th day of November, 2009

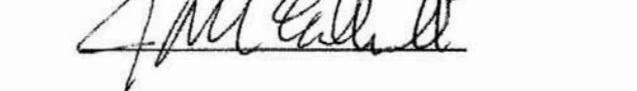
FOR THE UNION





FOR THE CITY



LETTER #2**LETTER OF UNDERSTANDING**

between

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

and

THE CITY OF SAULT STE. MARIE

The Parties agree to the following procedure in the cases of loss of driver's licence for impaired driving.

On the first conviction of impaired driving, a leave of absence for the period for the period of two (2) years will be granted, subject to the following conditions:

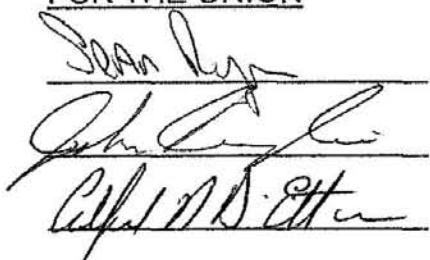
1. Each case will be judged on its merits and will be at the discretion of the City.
2. The Employee will be responsible for the payment of all benefit costs during the period of the leave of absence.
3. The Employee will not accumulate seniority nor service during the period of the leave of absence (starting employment date will be adjusted to offset the time on leave of absence).
4. On return to work, the Employee will be assigned to the spareboard until the next assignment pick.
5. It is recommended that the Employee enroll in a treatment program as necessary.

In the event that an employee is convicted of a second charge of impaired driving, no leave of absence will be granted and employment will be terminated.

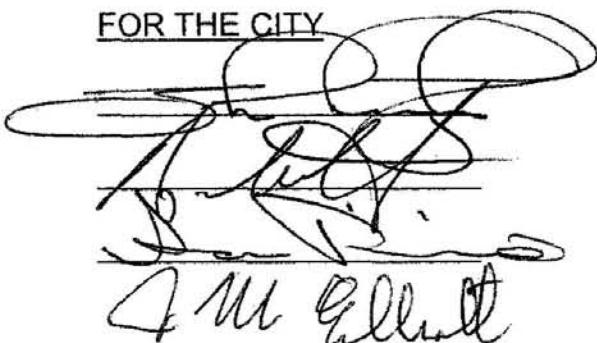
The above procedure is agreed to notwithstanding the provision of Article 10:05 of the collective agreement.

Agreed to this 30th day of November, 2009

FOR THE UNION



FOR THE CITY



LETTER #3

JOINT CONSULTATION COMMITTEE

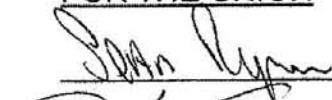
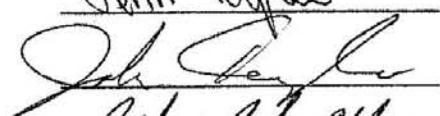
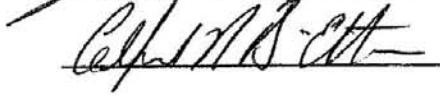
TERMS AND CONDITIONS

The City of Sault Ste. Marie and the Amalgamated Transportation Union – Local 1767, agree to the following terms related to the provision of Article 5:07 of the collective agreement:

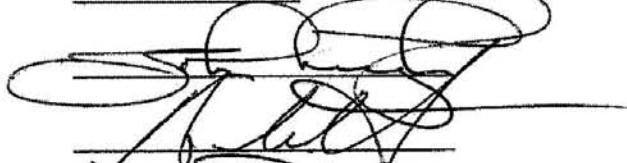
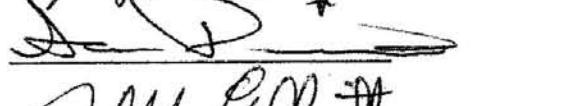
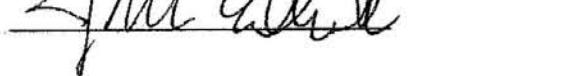
1. The Committee will consist of two (2) representatives of each party to deal with matters of mutual concern relating to the Transit operation.
2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location. Such meetings will be scheduled during normal City business hours - 8:30 A.M. to 4:30 P.M., Monday through Friday."
3. Any member required to attend such meetings will suffer no lost pay.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meeting will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the Collective Agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to resolve the issues in a cooperative manner.

Agreed to this 30th day of November, 2009

FOR THE UNION

FOR THE CITY

10(e)

LETTER #4

MEMORANDUM OF UNDERSTANDING

The Union agrees to meet with the Employer during the term of the agreement to discuss Welfare Benefits and methods by which to contain the escalating costs of these benefits.

Agreed to this 30th day of November, 2009

FOR THE UNION

Jean Lipp
John Lipp
Alma S. Elliott

FOR THE CITY

J. M. Elliott

10(e)

LETTER #5

LETTER OF UNDERSTANDING

between

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

and

THE CITY OF SAULT STE. MARIE

UNIFORM POINT SYSTEM
(Effective 2009)

All uniforms must be worn according to Transit Policy.

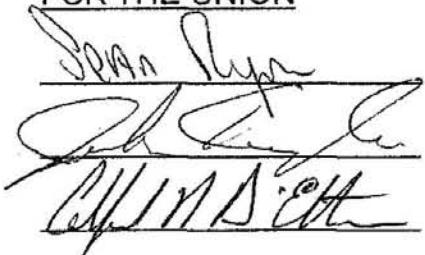
Item of Clothing	Value
1 pair of mens or womens trousers	2 points
1 dress shirt (long or short sleeve)	1 point
1 polo shirt	1 point
1 windbreaker	2 points
1 three season jacket	9 points
1 - half zip pullover	2 points
1 mock turtle neck	1 point
2 baseball caps	1 point
2 ties	1 point
1 pair of constructed bermuda short	2 points
3 pairs of short bermuda sock	1 point
1 Raincoat	2 point

Every new operator will receive 2 pairs of trousers, 4 dress shirts, 2 polo shirts, 1 three season coat, 2 ties, 1 windbreaker, 2 pairs of shorts, 1 rain coat and 1 baseball cap.

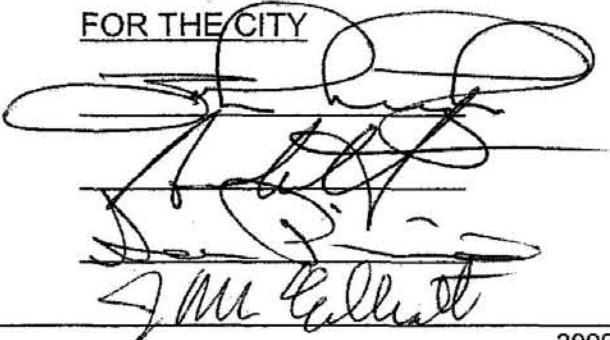
Note: Upon successful completion of the probationary period, employees will accumulate fourteen (14) points for each calendar year of service (January to December). Points will be prorated for absence from work due to W.I., W.S.I.B., or Leave of Absence for thirty (30) or more cumulative days of absence in any given calendar year.

Agreed to this 30th day of November, 2009

FOR THE UNION


John Smith
J. Smith
John Smith

FOR THE CITY


Jim Elliott
J. Elliott

LETTER #6

CLARIFICATION OF PRACTICE

Specified Holiday Pay - Regularly Assigned Operators
On a Day Off or During a Week of Schedule Vacation

For a Specified Paid Holiday on a regular day off the Operator or during a week of scheduled vacation the Operator will be paid the greater of:

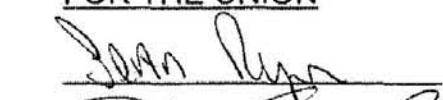
1. The average of the hours worked in the work week of the statutory holiday,
or
2. The Employment Standards Act Requirements.

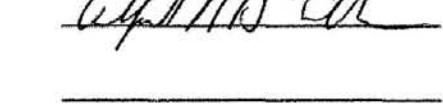
It is understood that RTO hours during the week of the Specified Paid holiday will be excluded for averaging purposes.

The Employment Standards Act considers hours worked in its averaging for Specified Paid Holidays.

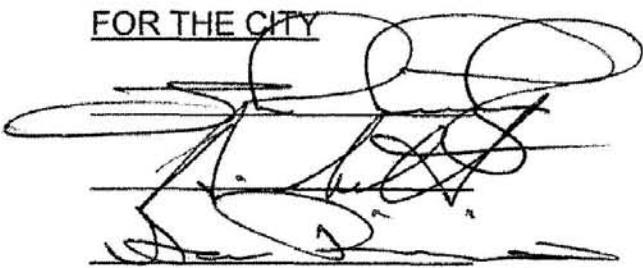
Agreed to this 30th day of November, 2009

FOR THE UNION





FOR THE CITY




10(e)

LETTER #7

LETTER OF UNDERSTANDING

VACATION SCHEDULING

Employees who schedule a week of vacation containing a Specified Paid Holiday will be permitted to elect to hold one (1) vacation day as a floating holiday.

Employees will be permitted to hold only a maximum of three (3) floating holidays.

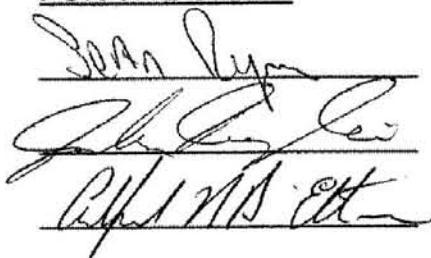
Instead of receiving a vacation pay on the Specified Paid Holiday the employee would be paid such vacation pay on the floating holiday.

Employees will make a declaration to take such floating holidays at the normal vacation selection time.

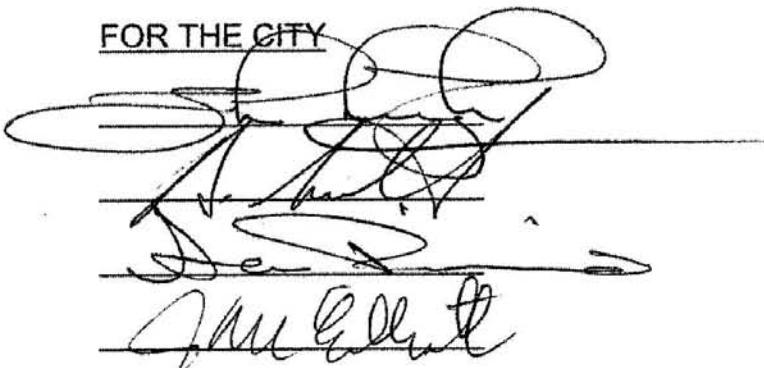
Requests for booking the floating holiday will be submitted for approval by the Chief Inspector/Scheduler or designate no later than one (1) week before taking the paid holiday. Approval will be at the sole discretion of the Chief Inspector/Scheduler or designate.

Agreed to this 30th day of November, 2009

FOR THE UNION


John D. Elliott

FOR THE CITY


John D. Elliott

10(e)

LETTER #8

LETTER OF UNDERSTANDING

BETWEEN

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

AND

THE CITY OF SAULT STE. MARIE

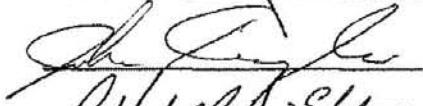
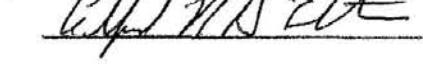
VIDEO SECURITY SURVEILLANCE CAMERAS

The City confirms the following general principles that are the guidelines that would be used with respect to the use of video security surveillance cameras at Transit:

- Cameras are not used to monitor employee performance.
- Cameras will not be situated in areas where employee has a reasonable expectation of privacy e.g. change areas, wash rooms.
- Access to recorded information is restricted through the Commissioner of Public works or Commissioner of Human Resources.
- Employees who are observed and recorded by video technology engaging in conduct that is in violation of City Policy/Procedures and/or law are advised that such information may be used by the City with respect to disciplinary action up to and including discharge.
- The City has no plans at this time with respect to the installation of video security surveillance cameras on City buses and, in any event, the Union would be advised in advance of such actions.

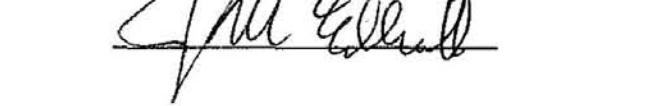
Agreed to this 30th day of November, 2009

FOR THE UNION




John Flynn
John Flynn
John Flynn

FOR THE CITY





Steve Edwards
Steve Edwards
Steve Edwards
Steve Edwards

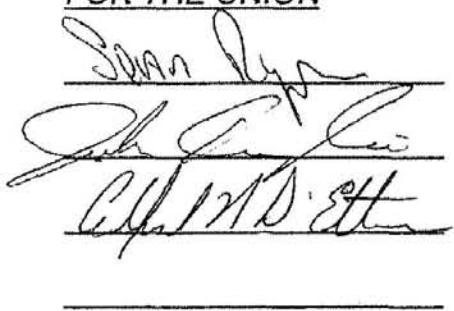
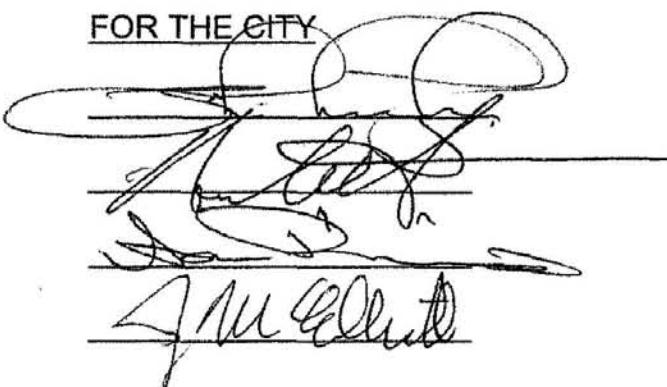
LETTER #9**LETTER OF UNDERSTANDING****BETWEEN****AMALGAMATED TRANSPORTATION UNION LOCAL 1767****AND****THE CITY OF SAULT STE. MARIE****PARA BUS RUNS ON PAID HOLIDAYS**

The City has the sole discretion to cancel any work on a Paid Holiday.

In assigning available work on that day the following will apply:

1. If any work falls during a currently existing work assignment the operator is required to complete that assignment.
2. If any work falls outside a picked run the senior operator on a Para Bus run that has had their work assignment cancelled will be offered the work.
3. All other remaining work will be assigned to spareboard as per the collective agreement.

Agreed to this 30th day of November, 2009

FOR THE UNION
John D. ElliottFOR THE CITY
Jim Elliott

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-213

AGREEMENTS: (E.1.3.) A by-law to authorize an agreement between the City and Local No. 67 Canadian Union of Public Employees for the term commencing February 1, 2009 to January 31, 2012.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 7th day of December, 2009 for and made between the City and Local No. 67 Canadian Union of Public Employees for the term commencing February 1, 2009 to January 31, 2012.

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.

PASSED in open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

on/staff/by-laws/2009/2009-213/EmployeesCUPE#67/E.1.3

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(f)

AGREEMENT

between

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

-and-

**LOCAL NO. 67
CANADIAN UNION OF PUBLIC EMPLOYEES**

February 1, 2009 to January 31, 2012

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THIS AGREEMENT MADE AND ENTERED
INTO THIS 1ST DAY OF
FEBRUARY 2009

BETWEEN:

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the first part

-AND-

LOCAL NO. 67, CANADIAN UNION OF
PUBLIC EMPLOYEES
(Hereinafter referred to as the "Union")
of the second part

1:00 PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the agreement.

2:00 SCOPE

2:01 The City recognizes the Union as the sole and exclusive collective bargaining agent for all clerical and technical employees of the City Hall staff of the Corporation of the City of Sault Ste. Marie as set forth in Appendix "B".

2:02 When new jobs are established which are to be excluded from the bargaining unit the City will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one month of this notification the City will submit to the Union a summary of the job functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit it may file a grievance at Step II, within twenty-one days of receiving the summary of the job functions and responsibilities.

3:00 UNION SECURITY

3:01 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws

of the Union. In accordance with this understanding the City shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 67, as defined in the Ontario Labour Relations Act.

- 3:02 The City shall deduct from the salary of each employee commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than 12 months. The City will provide to the union with each dues remittance a list indicating by employee the bi-weekly earnings upon which union dues are based and the employee status.
- 3:03 The City agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list of all employees from whose wages the deductions have been made.
- 3:04 The Union shall save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

4:00 NEGOTIATING & GRIEVANCE COMMITTEE

- 4:01 The City acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.
- 4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the City premises in order to investigate or assist in the settlement of grievances.
- 4:03 The City acknowledges the right of the Union to appoint or otherwise select eight (8) stewards from among the members.
- 4:04 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members.
- 4:05 The Union acknowledges that the Stewards, Members of the Grievance and Negotiating Committees, and the Union Officers have regular duties to perform on behalf of the City and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Department Heads.

The City agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

- 4:06 The Union agrees to notify the City in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the City in writing of any changes in such Committee members.

- 4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the committee are outlined in the letter appended to this Collective Agreement entitled Joint Consultation Committee - Terms and Conditions.
- 5:00 BULLETIN BOARDS
- 5:01 The Union shall have the use of the bulletin boards on each floor of the City's premises, where applicable, as well as the office bulletin board in the Works building for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the union and such postings shall be removed only by an authorized representative of the Union.
- 6:00 MANAGEMENT RIGHTS
- 6:01 The Union agrees that the management of the City and the direction of the working forces are vested exclusively with the City. Subject to the provisions of this agreement, the City retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The City also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and jurisdiction over all operations, building and tools which are the property of the City.
- 6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.
- 7:00 NO DISCRIMINATION
- 7:01 The Corporation, the Union and their agents agree not to discriminate against any employees because of their membership in the Union or for any reason as set out in the Ontario Human Rights Code.
- 7:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on City time, and no meetings on City premises except with the permission of the City.
- 7:03 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Department Head.
- If the employee is not satisfied with the Department Head's response, the employee may submit the concern to the Chief Administrative Officer with a copy to the respective Department Head and Union. Upon conclusion of an investigation, the Chief Administrative Officer will provide a written response to the employee with a copy to the respective Department Head and Union.

8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Department Head. The Department Head shall render a decision within five working days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached in Step I it may within 5 working days of receipt of the Step I reply request a hearing by the Commissioner of Human Resources or representative. The Commissioner of Human Resources or representative shall render a decision within 5 working days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached in Step II, it may within 5 working days of receipt of the Step II reply, request a hearing by the Chief Administrative Officer, or representative. The Chief Administrative Officer, or representative, shall render a decision within 5 working days of the hearing.

STEP IV If the Union considers that a satisfactory settlement was not reached in Step III, it may within 5 working days of receipt of the Step III reply, invoke the Arbitration provisions of the Agreement.

8:02 Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

8:03 The time limits set out in both the Grievance and Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

9:00 ARBITRATION

9:01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as defined in the Ontario Labour Relations Act. A Board of Arbitration shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the

duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

- 11:01 The Corporation agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During any such period of layoff an employee shall continue to accrue seniority for a period up to 12 consecutive months but shall not be entitled to any other benefit except the right of recall to work.
- 11:02 However it is understood and agreed that in all cases of promotion to a higher job class, decreases in forces and recall after layoffs the following factors shall be considered:
(1) Ability to perform the work
(2) Seniority
Where ability to perform the work is considered to be equal, seniority shall be the determining factor.
- 11:03 A new employee shall be on probation until the employee has worked a period of six (6) months and paid according to the salary schedule for the job occupied and during such period the employee shall be subject to rights under the grievance procedure except on termination of employment. If retained after the probation period, such employee's seniority shall be dated from the day he or she commenced work.
- 11:04 Seniority shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:
- (1) the employee voluntarily quits his employment;
 - (2) the employee is discharged for proper cause;
 - (3) the employee fails to report to work within fifteen days after being notified by registered mail to return to work following a layoff.
 - (4) the employee is absent from work for five (5) working days without permission or just cause.
 - (5) (a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:
 - (i) during the first 12 months of any such absence the City agrees to provide at its cost all benefits set out in Article 18:00
 - (ii) at the end of such 12 month period such employee will be responsible for the total cost of all 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.
(b) the employee is absent from work due to an occupational illness or accident for which W.S.I.B. is paid subject to the following conditions:

- (i) during the first 24 months of such absence the City will provide at its cost all benefits set out in Article 18:00;
 - (ii) at the end of such 24 month period such employee will be responsible for the total cost of all 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) an employee with less than five (5) years service is absent from work for a period in excess of twelve calendar months due to a layoff;
an employee with more than five (5) years service is absent from work for a period in excess of twenty-four calendar months due to a layoff.

11:05 An up-to-date seniority list shall be posted on the appropriate bulletin boards for a period of 30 days in January of each year.

11:06 A temporary vacancy is defined as a vacancy scheduled to be less than 7 months in duration except in the Engineering & Planning Department which shall be 8 months in duration.

11:07(a) The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.

11:07(b) Students are temporary employees hired for a school vacation period or semester under a Cooperative school program. Students shall not:

- a) accrue seniority
- b) have access to the grievance procedure
- c) be provided with any benefits other than as required by law.

11:08 In the event that a temporary employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11:06 such employee shall become established and entitled to all the benefits under this collective agreement. The Union shall be informed when a temporary employee is hired.

12:00 JOB POSTINGS

12:01 The City agrees to post all permanent vacancies, which occur within the bargaining unit for a period of not less than five (5) working days.

The City further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing. All applications will be acknowledged within fourteen (14) days of receipt in writing.

12:02 The City agrees to forward to the Secretary-Treasurer of the Union, copies of all job postings.

12:03 All job postings will contain:

1. Job Class
2. Salary Range

Any vacancy not filled within 3 months of the expiry date of such job posting shall be considered cancelled, and prior to filling such vacancy it will be posted in accordance with Article 12:01.

- 12:04 The City agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.
- 12:05 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on probation for a period of three (3) months. If performance is not satisfactory during this period the City shall have the right to revert the employee back to their former position and salary. The employee also during such probationary period shall have the right to revert to his/her former position and salary.

13:00 TRANSFER TO SUPERVISORY POSITIONS

- 13:01 The appointment or selection of employees for supervisory positions, or for positions not subject to this agreement, is not governed by this agreement, but if an employee is so transferred and later is transferred back to a position which is governed by this agreement, then the seniority which they have accumulated in such supervisory position shall be counted as service in the City.

14:00 LEAVE OF ABSENCE

- 14:01 The City may grant leave of absence without loss of seniority or occupational classification and without pay for a period up to ninety (90) days to any employee requesting such leave for a good and sufficient cause. Where possible application for leave of absence shall be made at least two (2) months prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

- 14:02 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day of the funeral. If the funeral is more than two hundred kilometres (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"spouse" means a person

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; ("conjoint").

- 14:03 An employee seeking further training, to be used in the service of the City may be granted, if approved by Council, the necessary leave of absence to pursue their aim, and may be granted a subsistence allowance.
- 14:04 Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than four (4) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.
- 14:05 Notwithstanding the length of service of an employee the Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.
- 14:06 The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The City shall pay such employee the difference between their normal earnings and the payment they receives for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

15:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS

- 15:01 The regular hours of work for all employees covered by this agreement shall be seven (7) hours per day, thirty-five (35) hours per week.
- 15:02 The City agrees to pay employees on standby 1 hours pay at their regular rate for each eight hours required to be on standby in addition to the callout provisions of this agreement.
- 15:03 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.
- 15:04 All hours worked outside the regular hours, when authorized by the Department Head, shall be paid for at time and one-half the employee's regular rate of pay, or shall be given time and one-half off with pay at a time mutually agreeable to the employee and the supervisor.
- 15:05 The Corporation shall pay a meal allowance of \$11.00 (effective the first of the month following ratification of the Memorandum of Settlement by the Parties) and increase to \$11.50 Feb. 1, 2011 for an employee required to work more than 10 hours and an additional meal allowance for every five hours he is required to work thereafter.

In addition, the Corporation shall pay a meal allowance as outlined in the preceding sentence for an employee required to work five (5) consecutive hours on a call-out.

16:00 VACATIONS WITH PAY

- 16:01 All employees with less than 12 months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days. Such vacation shall be taken in the following year with pay at 4% of the previous years earnings.
- 16:02 All employees who have completed one calendar year of service but less than five years service shall receive two (2) weeks annual vacation at their regular rate of pay.
- 16:03 All employees who have completed five years of service but less than ten years of service shall be allowed three (3) weeks vacation at their regular rate of pay.
- 16:04 All employees who have completed ten years of service but less than fifteen years of service shall be allowed four (4) weeks annual vacation at their regular rate of pay.
- 16:05 All employees who have completed fifteen years of service but less than twenty years shall be allowed five (5) weeks annual vacation at their regular rate of pay.
- 16:06 All employees who have completed twenty years of service but less than thirty years shall be allowed six (6) weeks annual vacation at their regular rate of pay.
- 16:07 All employees who have completed thirty years of service or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.
- 16:08 An employee may accumulate annual vacation over a two year period, with Department Head and Chief Administrative Officer approval.
- 16:09 The application to carry over holidays from one year to another must be submitted in writing to the head of the Department before March 1st of that year.
- 16:10 Employees who are off work without pay for 30 days or more shall have their vacation pay reduced in proportion to such time absent from work.
- 16:11 Applications for holidays during the year must be submitted in writing to the head of the Department before March 1st in each year. Employees shall be given the opportunity of stating their preference for their vacation period according to length of service.

17:00 PAID HOLIDAYS

- 17:01 The following holidays shall be recognized as time off with pay for all regular employees:

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

If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the paid holiday for the purposes of this agreement.

Notwithstanding the above provision, where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.

Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

- (1) the employee is required to work on a paid holiday and does not work or leaves before the end of their shift without permission from the supervisor, or;
- (2) the employee does not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission, or;
- (3) subject to the provisions of the Employment Standards Act, the employee is on layoff on a paid holiday or;
- (4) subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a paid holiday.

17:02 An employee required to work on a paid holiday shall receive pay at time and one-half the regular rate of pay for all hours worked in addition to the holiday pay.

18:00 WELFARE PLAN

18:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Semi-Private,
- Extended Health Care
 - Vision Care - \$250.00/ 24 month effective 1st of the month following ratification of the Memorandum of Settlement and effective February 1, 2011, increase to \$300/24 month.
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Orthodics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$9.00 per prescription effective 1st of the month following ratification of the Memorandum of Settlement and increase to \$10.00 effective February 1, 2011. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Paramedical Benefit:

Maximum of \$900 per calendar year for any combination of the following services:

Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, one thousand five hundred (\$1,500 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

- (a) Extended Health Care - 1st day of the month following date employed.
- (b) Dental - 1st day of the month following completion of three (3) months service.

- **12 Month Pregnancy/Parental Replacement Temporary Employees
– Limited Benefit Coverage**

Prescription Drug Benefit Plan at 90%/10% Co-Insurance
(Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap)

Vision Care - \$100 per 24 months

- **Active Employees Over Age 65**

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.
 1. Drug plan capped at \$1000 per annum. Remains 90%/10% co-insurance; \$8 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1000 per annum cap.
 2. Paramedical capped \$500 per annum.
 3. Vision Care - \$200/24months. No eye examination coverage.
 4. No coverage of medical items.
- Life: Reduce to \$10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

- 18:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three month waiting period for new employees. The cost of this plan to be paid 100% by the City.

- 18:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.
- 18:04 All employees upon retirement may revert to \$10,000 Group Life Insurance up to age 65, 100% of the cost to be paid by the employee.
- 18:05 All Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the City.
 The parties agree that eligibility for L.T.D. benefits set out in Article 18:05 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 to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- 18:06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first day of February following, 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.
 Coverage shall be in accordance with the terms and conditions of:
 Great West Life Assurance Co. Policy 320925 (Life Insurance)
 Great West Life Assurance Co. Policy 320925 (L.T.D.)
- 18:07 The City agrees to cover the payment of premiums for O.H.I.P. and Green Shield 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. Any retired employee engaged in full time employment shall be excluded from this benefit.
- 18:08 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18:01, 18:02 and 18:05.
- 18:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.
- 18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.
- 19:00 SICK LEAVE
- 19:01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.

- 19:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment. Sick leave shall not accumulate, during any period of absence without pay of 30 days or more, nor during any period for which sick leave is paid.
- 19:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the City whether retiring voluntarily or dismissed for cause.
- 19:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 19:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty (250) working days.
- 19:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 19:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Department Head.
- The City shall pay up to thirty dollars (\$30) for the completion of an Injury/Illness Status Report (IISR) when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.
- 19:08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the City.
- 19:09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the Commissioner of Human Resources to take other employment.
- 19:10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times check the current balance.

20:00 PENSIONS

- 20:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.
- 20:02 The Corporation shall provide all eligible full-time employees with the O.M.E.R.S. Type 1 Supplementary Benefit (past service with the Corporation).

21:00 SAFETY PROVISIONS

21:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents 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.

21:02 All permanent employees required to wear safety footwear in the performance of their duties will be provided an annual allowance of one hundred forty (\$140.00) dollars effective the first of the month following ratification of the Memorandum of Settlement and effective February 1, 2010 increase to one hundred forty five (\$145.00) dollars, for the purchase of one (1) pair of C.S.A. approved safety boots. All new employees will be provided with the boot allowance on successful completion of their probation period.

Where an employee is required to wear safety footwear on an occasional basis, the annual allowance for safety footwear will be granted on an "as needed basis." The boot allowance will be paid by June 30th each year.

The City is prepared to arrange for employees designated by the City within the Engineering Division to be provided annually with one (1) voucher to obtain one (1) pair of coveralls or two (2) t-shirts (safety blaze orange) at a supplier designated by the City.

22:00 CAR ALLOWANCE

22:01 Upon the written authority of a Department Head an employee may be permitted to use their own car for travel in the performance of employer's work for the City. Employees shall provide daily readings of mileage traveled on behalf of the City.

22:02 Invoices must be submitted on the first of each month to the Head of the Department for approval showing the number of kilometers traveled on City business.

22:03 When the said vouchers are approved, the City will pay to the employee a car allowance of fifty (\$.50) cents for each kilometer traveled on City business. The City agrees that where possible payment for mileage will be made by the 12th of the month.

22:04 It is the employee's sole responsibility to insure their vehicle and the employer may require proof by a certificate of an insurance company that the car is insured for at least \$1,000,000.00 public liability and property damage coverage while in use on City business.

23:00 WAGES

23:01 Jobs as determined by the Employer shall be described and classified and a rate of pay applied to such jobs.

23:02

STANDARD WAGE SCALE

Effective on February 1st, 2009 and continuing until January 31, 2012, the Standard Wage Scale shall be as follows:

February 1, 2009

<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>		<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>	
Base rate	2647	(17.46)	8	3900	(25.69)
1	2789	(18.38)	9	4041	(26.65)
2	2922	(19.28)	10	4182	(27.58)
3	3060	(20.18)	11	4326	(28.52)
4	3201	(21.09)	12	4475	(29.50)
5	3328	(21.97)	13	4625	(30.49)
6	3469	(22.88)	14	4785	(31.56)
7	3608	(23.79)			

February 1, 2010

<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>		<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>	
Base rate	2713	(17.90)	8	3998	(26.33)
1	2859	(18.84)	9	4142	(27.32)
2	2995	(19.76)	10	4287	(28.27)
3	3137	(20.68)	11	4434	(29.23)
4	3281	(21.62)	12	4587	(30.24)
5	3411	(22.52)	13	4741	(31.25)
6	3556	(23.45)	14	4905	(32.35)
7	3698	(24.38)			

February 1, 2011

<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>		<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>	
Base rate	2781	(18.35)	8	4098	(26.99)
1	2930	(19.31)	9	4246	(28.00)
2	3070	(20.25)	10	4394	(28.98)
3	3215	(21.20)	11	4545	(29.96)
4	3363	(22.16)	12	4702	(31.00)
5	3496	(23.08)	13	4860	(32.03)
6	3645	(24.04)	14	5028	(33.16)
7	3790	(24.99)			

- 23:03 The Standard Wage Scale Rate for each job class is the standard rate for all jobs classified within such job class.
- 23:04 In addition to the standard rates a schedule of training and development progression rates is established containing the following:
- (a) An intermediate rate at a level one job class increment below the standard rate;
 - (b) A starting rate at a level two job class increments below the standard rate, and
 - (c) A training rate at a level three job class increments below the standard rate.
- 23:05 The Schedule of Progressional Rates defined in Section 23:04 applies to each job in the respective job classes for period of time as follows:
- (a) Job Class 1: One period of one year at an intermediate rate;
 - (b) Job Class 2 to 4 inclusive: Two periods of one year; (1) the first at a training rate; and (2) the second at an intermediate rate.
 - (c) Job Class 5 and higher: Three periods of one year;
 - (1) the first at a training rate; and
 - (2) the second at a starting rate; and
 - (3) the third at an intermediate rate.
- 23:06 All employees will progress to the next higher applicable rate on February 1st, 1972 except: anyone hired on or after February 1st, 1969 or anyone whose job class was changed on or after February 1st, 1969. These employees will receive their increment on the beginning of the pay period closest to the anniversary date of hiring or change. Effective February 1st, 2009 and continuing until January 31, 2012 the Schedule of Progressional Rates shall be as follows:

FEBRUARY 1, 2009 SCHEDULE OF PROGRESSIONAL RATES

Job Class	Training		Starting		Intermediate		Standard		Training Period
	Base Rate								
1					2647	(17.46)	2789	(18.38)	One 1 Year
2			2647	(17.46)	2789	(18.38)	2922	(19.28)	Two 1 Year
3			2789	(18.38)	2922	(19.28)	3060	(20.18)	Two 1 Year
4			2922	(19.28)	3060	(20.18)	3201	(21.09)	Two 1 Year
5	2922	(19.28)	3060	(20.18)	3201	(21.09)	3328	(21.97)	Two 1 year
6	3060	(20.18)	3201	(21.09)	3328	(21.97)	3469	(22.88)	Three 1 year
7	3201	(21.09)	3328	(21.97)	3469	(22.88)	3608	(23.79)	Three 1 year
8	3469	(22.88)	3608	(23.79)	3758	(24.77)	3900	(25.69)	Three 1 year
9	3608	(23.79)	3758	(24.77)	3900	(25.69)	4041	(26.65)	Three 1 year
10	3758	(24.77)	3900	(25.69)	4041	(26.65)	4182	(27.58)	Three 1 year
11	3900	(25.69)	4041	(26.65)	4182	(27.58)	4326	(28.52)	Three 1 year
12	4041	(26.65)	4182	(27.58)	4326	(28.52)	4475	(29.50)	Three 1 year
13	4182	(27.58)	4326	(28.52)	4475	(29.50)	4625	(30.49)	Three 1 year
14	4326	(28.52)	4475	(29.50)	4625	(30.49)	4785	(31.56)	One 1 Year

FEBRUARY 1, 2010 SCHEDULE OF PROGRESSIONAL RATES

Job Class	Training	Starting	Intermediate	Standard		Training Period
Base Rate				2713	(17.90)	
1			2713 (17.90)	2859	(18.84)	One 1 Year
2		2713 (17.90)	2859 (18.84)	2995	(19.76)	Two 1 Year
3		2859 (18.84)	2995 (19.76)	3137	(20.68)	Two 1 Year
4		2995 (19.76)	3137 (20.68)	3281	(21.62)	Two 1 Year
5	2995 (19.76)	3137 (20.68)	3281 (21.62)	3411	(22.52)	Two 1 year
6	3137 (20.68)	3281 (21.62)	3411 (22.52)	3556	(23.45)	Three 1 year
7	3281 (21.62)	3411 (22.52)	3556 (23.45)	3698	(24.38)	Three 1 year
8	3556 (23.45)	3698 (24.38)	3852 (25.39)	3998	(26.33)	Three 1 year
9	3698 (24.38)	3852 (25.39)	3998 (26.33)	4142	(27.32)	Three 1 year
10	3852 (25.39)	3998 (26.33)	4142 (27.32)	4287	(28.27)	Three 1 year
11	3998 (26.33)	4142 (27.32)	4287 (28.27)	4434	(29.23)	Three 1 year
12	4142 (27.32)	4287 (28.27)	4434 (29.23)	4587	(30.24)	Three 1 year
13	4287 (28.27)	4434 (29.23)	4587 (30.24)	4741	(31.25)	Three 1 year
14	4434 (29.23)	4587 (30.24)	4741 (31.25)	4905	(32.35)	One 1 Year

FEBRUARY 1, 2011 SCHEDULE OF PROGRESSIONAL RATES

Job Class	Training	Starting	Intermediate	Standard		Training Period
Base Rate				2781	(18.35)	
1			2781 (18.35)	2930	(19.31)	One 1 Year
2		2781 (18.35)	2930 (19.31)	3070	(20.25)	Two 1 Year
3		2930 (19.31)	3070 (20.25)	3215	(21.20)	Two 1 Year
4		3070 (20.25)	3215 (21.20)	3363	(22.16)	Two 1 Year
5	3070 (20.25)	3215 (21.20)	3363 (22.16)	3496	(23.08)	Two 1 year
6	3215 (21.20)	3363 (22.16)	3496 (23.08)	3645	(24.04)	Three 1 year
7	3363 (22.16)	3496 (23.08)	3645 (24.04)	3790	(24.99)	Three 1 year
8	3645 (24.04)	3790 (24.99)	3948 (26.02)	4098	(26.99)	Three 1 year
9	3790 (24.99)	3948 (26.02)	4098 (26.99)	4246	(28.00)	Three 1 year
10	3948 (26.02)	4098 (26.99)	4246 (28.00)	4394	(28.98)	Three 1 year
11	4098 (26.99)	4246 (28.00)	4394 (28.98)	4545	(29.96)	Three 1 year
12	4246 (28.00)	4394 (28.98)	4545 (29.96)	4702	(31.00)	Three 1 year
13	4394 (28.98)	4545 (29.96)	4702 (31.00)	4860	(32.03)	Three 1 year
14	4545 (29.96)	4702 (31.00)	4860 (32.03)	5028	(33.16)	One 1 Year

- 23:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.
- 23:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23:05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

- 23:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.
- 23:10 An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and
- (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred;
 - or
 - (b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.
- 23:11 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.
- 23:12 When hiring new employees the minimum rate shall not necessarily be the hiring rate and the corporation at its discretion shall assign the appropriate rate.
- 23:13 A rate adjustment resulting from the completion by an employee of any applicable progression period shall be made effective by the City as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made, the employees, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progression period, if any.
- 23:14 TEMPORARY TRANSFER

In case of a temporary transfer an employee's rate assignment shall not be changed, except as required for progression to a higher applicable rate level, if any, as provided in Section 23:08. The rate assignment of an employee temporarily transferred to a job in a higher job class shall be changed when such employee occupies the job for a period of one (1) working day at which time such employee's rate assignment shall be changed in accordance with the provisions of Section 23:09 and such change shall be effective from the first day such employee occupied the job.

At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.

- 23:15 Except as otherwise provided, no basis shall exist for an employee covered by this agreement to allege that a salary inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this agreement.
- 23:16 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as Appendix "B".

24:00 CONTRACTING OUT

- 24:01 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

25:00 GENERAL

- 25:01 Employees may request, in advance, the examination of the Human Resources Department file of his/her records. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Commissioner of Human Resources or designate and the employee.

26:00 TERM OF AGREEMENT

- 26:01 This agreement shall be effective from February 1, 2009 and shall remain in effect until January 31st, 2012 and unless either party gives to the other party a written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

- 26:02 Notice that amendments are required shall only be given within a period of not more than ninety days or less than thirty days prior to the expiration date of this agreement or any anniversary date of such expiration date.

- 26:03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

10(+)

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

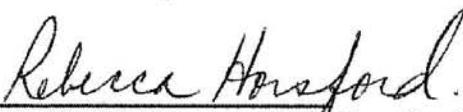
SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE CITY
 OF SAULT STE. MARIE

(MAYOR) JOHN ROWSWELL

(CITY CLERK) DONNA IRVING

LOCAL #67, CANADIAN UNION
OF PUBLIC EMPLOYEES


(PRESIDENT) John Sloan


(SECRETARY) Rebecca Horsford

APPENDIX "B"
 (List of jobs covered by this Agreement)

<u>DEPARTMENT & JOB TITLE</u>	<u>JOB CLASS</u>
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CLERK'S DEPARTMENT:

Vital Statistics Clerk	5
Administrative Clerk	5
Council Agenda Clerk	5

CLERK'S DEPARTMENT - Office Services:

Co-ordinator Office Services	8
Office Services Clerk	5

COMMUNITY SERVICES DEPARTMENT:

Office Clerk	4
Switchboard/Receptionist	3

COMMUNITY SERVICES DEPARTMENT - Community Centres Division:

Records Clerk	4
Office Clerk	4
Payroll Clerk	5
Box Office Clerk	6

COMMUNITY SERVICES DEPARTMENT - Daycare Division:

Clerk	3
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ENGINEERING & PLANNING DEPT. - Engineering & Construction:

GIS Co-ordinator	11
GIS Technician-Engineering	10
Engineering Tech IV	14
Lab Technician	13
Engineering Tech III	13
Engineering Tech II	11
Engineering Tech I	8
Administrative Support Clerk	6

ENGINEERING & PLANNING DEPARTMENT - Building Division:

Building Inspector	12
By-law Enforcement Officer	11
Plans Examiner	9
Coordinator of Plans Examination and Inspection	14
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Planning Division:

Senior Planning Technician	11
G.I.S. Coordinator	11
Secretary-Treasurer Committee of Adjustment and Buildings	9
Planning Technician	7
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Building Services:

Handyperson/Caretaker	Feb. 1, 2009	\$23.35
	Feb. 1, 2010	\$23.93
	Feb. 1, 2011	\$24.53
Caretaker		2
Cleaner		Base Rate

LEGAL DEPARTMENT:

Senior Clerk/Court Reporter	5
Property Clerk	5
Secretary to City Solicitor	6
Property Data Analyst	9

LEGAL DEPARTMENT - Provincial Offences (POA)

Court Administration Clerk/Cashier	7
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PUBLIC WORKS & TRANSPORTATION DEPARTMENT:

Time Verification Clerk	8
Accounting Clerk	7
Receptionist/Dispatcher	7
Traffic Analyst	8
Shop Clerk	6
Administrative Support Clerk	7

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Transit Division:

Dispatcher	5
Administrative Clerk	5
Accounts Clerk	4
Clerk-Typist (part-time position)	2

PUBLIC WORKS & TRANSPORTATION DEPARTMENT
- Transit Division - Parking Section

Accounts Clerk	4
Clerk	3

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Cemetery Division

Office Clerk	4
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FINANCE DEPARTMENT:

Senior Accounts Clerk	8
Administrative Clerk	5
Secretary to the Commissioner	6
Clerk	3

FINANCE DEPARTMENT - Accounting Division:

General Ledger Accountant	10
General Accountant	9
Senior Payroll Clerk	9
Senior Accounting Clerk	9
Accounting & Purchasing Control Co-ord.	7

FINANCE DEPARTMENT - Accounting Division: (continued)

Payroll Clerk	5
Accounting Clerk	7
Accounts Payable Clerk	6
Cashier	5

FINANCE DEPARTMENT - Tax & Licence Division:

Tax & Licence Analyst	13
Assessment, Tax & Licence Co-ordinator	9
Administrative Support Clerk	6
Tax & Licence Clerk	5
Tax Clerk	5

FINANCE DEPARTMENT - Purchasing Division:

Senior Purchaser	10
Purchaser	7
Purchasing Clerk	5

FINANCE DEPARTMENT - Information Systems Division:

Personal Computer Support Technician	11
--------------------------------------	----

SOCIAL SERVICES DEPARTMENT - Ontario Works Division:

Eligibility Review Officer	10
Internal Review/Case Presenting Officer	10
Family Support Worker	10
Employment Resource Coordinator	10
Community Placement Coordinator	10
Employment Placement Coordinator	10

SOCIAL SERVICES DEPARTMENT - Ontario Works Division: (continued)

Case Presenting Officer	10
Case Manager	9
Senior Accounting Clerk	9
Senior Accounts Clerk	7
Administrative Clerk	5
Case Aide	5
Office Clerk	4
Employment Services Clerk	3
Customer Service Representative	3

SOCIAL SERVICES DEPARTMENT - Social Housing

Property Manager	10
Senior Accounts Clerk	9
Tenant Support Worker	9
Client Service Coordinator	6
Maintenance Clerk	6
Customer Service Representative	5
Building Custodian	4
Tenant Services Clerk	5
Program Review Clerk	5

SOCIAL SERVICES DEPARTMENT - Community Childcare

Coordinator - Childcare Initiatives	10
Case Manager	9
Administrative Support Clerk	5
Office Clerk	4

Part Time

The City may utilize Part-time employees ie less than 24 hours per week or up to 1250 hours per year, such positions to be listed in Appendix B. Union will be advised in advance of the implementation of additional Part time positions. It is understood that Part time employees shall not be entitled to any benefits except as required by law, and shall not be entitled to welfare benefits as provided in the collective agreement.

APPENDIX C - STUDENT PAY SCALE

	<u>Feb. 1 2009</u>	<u>Feb. 1, 2010</u>	<u>Feb. 1, 2011</u>
1 st year	\$9.89	\$10.25	\$10.51
2 nd year	\$10.20	\$10.46	\$10.72
3 rd year	\$10.56	\$10.82	\$11.09

Note: Feb. 1, 2010 - 1st year student rate adjusted in accordance with
Employment Standards Act - Minimum Wage.

10(f)

LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E

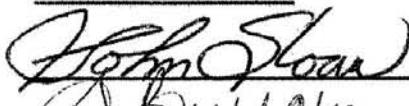
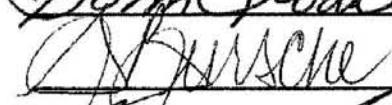
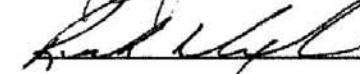
RE: SUBSIDIZED WORK PROGRAMS

Local 67 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

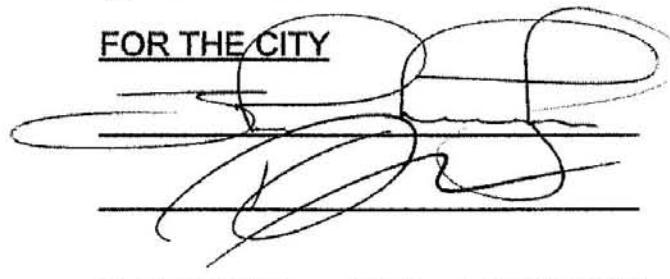
- i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 67 C.U.P.E.
- ii) Local 67 C.U.P.E. will be given advance notice of such programs including work locations, type of work and the term of the program, and will be provided with the names of persons engaged in such programs.
- iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.
- iv) No person will be placed in the Building Division.
- v) This understanding may be cancelled at any time upon providing 30-day notice in writing of such cancellation.

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

FOR THE CITY



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LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E

The parties agree in principle to the following amendment to this clause:

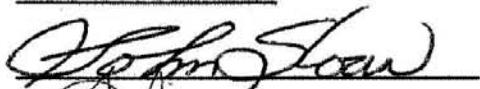
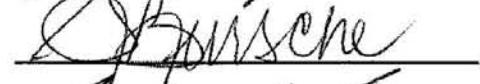
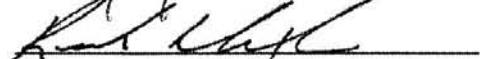
Article 19:08

An employee absent on W.S.I.B. shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the employee that will approximate but not exceed such employee's net pay.

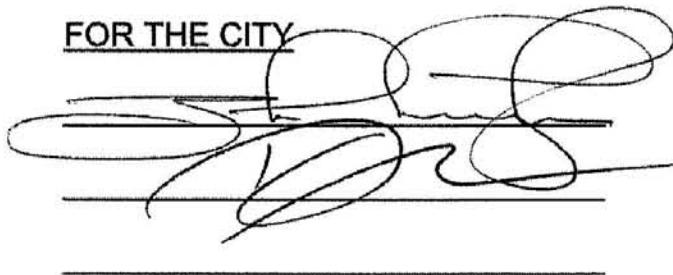
It is agreed that this amendment is subject to a review of the actual method of calculation, the matter will be finalized by letter of agreement.

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

FOR THE CITY



10(f)

LETTER #3

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E

The parties agree that the Job Evaluation Manual forms part of the collective agreement.

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

John Sloan
D. Pirsche
K. Lyle

FOR THE CITY

B. D. B.

LETTER #4

JOINT CONSULTATION COMMITTEE

TERMS AND CONDITIONS

The City of Sault Ste. Marie and Local 67, C.U.P.E., agree to the following terms related to the provision of Article 4:07 of the collective agreement:

1. The Committee will deal with matters of mutual concern relating to the work place and will consist of three (3) representatives of the City and, for the Union, the applicable Group Vice-President and two (2) representatives.
2. Meetings will be schedule as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least two working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in a co-operative manner.

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

John Sloan
D. Mirsche
K. Kelly

FOR THE CITY

S. D. D.
D. D.

10(f)

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E

The parties agree that this letter of understanding shall serve as a guideline for the application of Article 11:02 in matters of decreases in forces and recalls to former positions.

It is agreed that in the application of seniority and ability, that in normal circumstances the incumbent in the higher job classes, i.e. Job Class 7 and above, will be presumed to have the greater ability to perform the work, except if the senior employee has previously performed the work and established the ability to do the job.

In the displacement of employees in lower job classes, due consideration will be given to the skill level and the period of familiarization and due regard to any special skills required to perform the job.

The foregoing is not intended as an abrogation of any rights contained within the collective agreement.

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

John Sloan
D. Mische
R. L. G.

FOR THE CITY

D. H. D.

10(+)

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E

Both parties are concerned with the overall absenteeism and its related costs and causes among this group of employees.

The parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

John Sloan
Birsche
R. L. Hart

FOR THE CITY

S. D. B.

LETTER #7**LETTER OF UNDERSTANDING****Between****THE CITY OF SAULT STE. MARIE****and****LOCAL 67 C.U.P.E****TEMPORARY TRANSFER OPPORTUNITIES**

If a temporary employment opportunity exists within a Department and the Department deems it necessary to hire a temporary employee, prior to proceeding to hire from the outside labour market, a Notice of Temporary Transfer Opportunity" will be posted for three (3) days.

The City will post temporary vacancies when it is known at the time the vacancy occurs to be greater than three (3) months in duration. If an extension of three (3) months or more is required with respect to the temporary vacancy, such temporary vacancy shall be posted. It is understood there shall be only one (1) such extension.

Permanent employees who wish to be considered for such temporary transfer opportunities must respond to the Notice.

It is understood that selection of interested employees will be at the discretion of the Department.

Employees while temporarily transferred will not be considered for any other temporary transfer opportunities.

Temporary transfers are subject to the terms and conditions of article 23:14 and are also subject to the mutual agreement of the Department Heads concerned. Employees temporarily transferred must accept a lower pay scale if transferred to a lower rated classification.

A Notice of Temporary Transfer shall not be required for temporary job opportunities of less than three (3) months duration.

It is agreed and understood that the application of this letter and any selection of employees for temporary transfer will not be subject to the grievance procedure.

It is agreed and understood that this Memorandum of Understanding shall be in effect only for the term of this collective agreement.

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

John Sloan
DARSCHE

Bob Wyley

FOR THE CITY

John D. Ross

10(1)

LETTER #8

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E

WELFARE BENEFITS

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

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

John Sloan
Darsche
Mark Hilt

FOR THE CITY

John D. Smith

10(f)

LETTER #9

POLICY STATEMENT

DISABILITY ACCOMODATION

The Disability Case Manager or designate shall request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

- (a) a permanent disability or
- (b) a temporary disability known at the outset to be for a duration greater than thirty (30) days

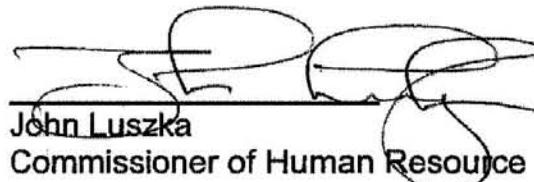
* The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Disability Case Manager or designate shall not delay the accommodation process.

Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation plan.

The Disability Case Manager or designate shall arrange quarterly meetings with the designated Union Representative to review accommodation activity.

Signed at Sault Ste. Marie this 1st day of December, 2009.



John Luszka
Commissioner of Human Resource

LETTER #10**LETTER OF UNDERSTANDING****Between****THE CITY OF SAULT STE. MARIE****and****LOCAL 67 C.U.P.E****SOCIAL HOUSING - STANDBY AND CALLOUT:
CASE MANAGERS AND CUSTODIANS**

The following provisions apply to the Custodian and Case Manager classifications:

A. Case Managers

Notwithstanding the provisions of articles 15:02 & 15:03, the Case Managers receive a payment of twenty (20) hours pay at their regular rate for each week of standby.

It is understood that such payment is inclusive of Standby, all call-outs, wages, premiums, overtime and any Employment Standards Act requirements for Public Holidays and Overtime. There shall be no other payment for Standby and Callout duties.

An employee may request to take the Standby hours in equivalent time off with pay at a time mutually agreeable to the employee and the Supervisor.

A week of standby is understood as:

Tuesday to Friday 4:30pm to 8:30 am

Friday 4:30pm to Monday 8:30am

Monday 4:30pm to Tuesday 8:30am

It is understood that Standby and Callout functions will continue to be carried out by both persons within and outside the scope of this collective agreement.

Note:

With this resolution for Standby & Callout for Social Housing Case Managers, the grievances 2002 – 02 (Grandinetti); 2002-03 (Stevens); 2002-04 (Coccimiglio) & 2000-05 (West) are resolved on the basis of applying the above noted provisions effective from February 1, 2002.

B. Custodians

The following language to appear in the Letter of Understanding regarding Standby and Callout provisions for the Custodians:

1. A Building Custodian who is required to live on-site will have supplied by the Employer, unfurnished living accommodation, heat, water supply, hydro and a standard telephone (excluding personal long distance calls) and one free parking space where available at a monthly rental as follows:
 - a) For full-time employees, rent shall be \$324.00 per month effective July 1, 1996.
 - b) For permanent part-time employees, rent shall be based on the employee's total wages utilizing the current rent-gearied-to-income formula for family housing. Effective July 1, 1996, there will be a minimum rent of \$88.00 per month for both senior citizens and family housing units. However, no monthly rent shall exceed \$268.00.

2. Communications Device

The Custodian living on-site must carry their communications device and be readily available to respond for work during absence from their residence.

3. The Employer will permit On-site Building Custodians to attend union meetings on request, provided that no additional costs are incurred by the Employer and that operational requirements can be maintained.
4. Building Custodians who are required to live on-site will be charged a monthly fee for the use of laundry facilities on the same basis as tenants. Where laundry facilities are coin operated, such charges will not apply.

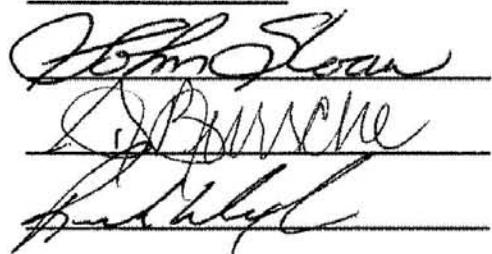
5. On Site Rotation

- a) For the purposes of allowing rotation of on-site building custodians within the Social Services Housing Division to cover more than one building within a geographic location, it is agreed that a mutually arranged schedule for the assignment of on-site responsibility can be implemented within the Division.
- b) Any on-site building custodian responsible for more than one building during the scheduled on-site time shall respond to all calls and be paid at the overtime rate during the period of on-site duty. This includes all types of housing units in the area.
- c) Any off-duty on-site building custodian called out shall be paid the call-out allowance in accordance with Article 15:03.
- d) For the purpose of this Article, "on-site" is defined as being physically on the site from the completion of the regular shift to 12:00 midnight and be able to respond immediately to communications from management.
- e) In the event that an on-site building custodian is away for any reason, the next on-site building custodians in the rotation schedule shall be appointed to cover the period of absence.
- f) This Article shall apply to on-site building custodians only.

6. Permanent part-time employees shall be paid at the rate of time and one-half for all time worked by such employees in excess of the employee's regularly scheduled hours in any work week. However, where there is mutual agreement between the employer and the employee, hours may be temporarily increased up to thirty-five (35) hours per week and with no change in other terms and conditions of employment.
7. An employee may opt to accumulate compensating leave per Article 15:04 of the collective agreement.
8. An employee scheduled to work overtime on the employee's day off shall receive payment per Article 15:04.
9. On-site Building Custodians who have completed their regular shift and the on-site time and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid in accordance with Article 15:03.
10. An On-site Building Custodian shall not be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two hours after the time of the first calling.

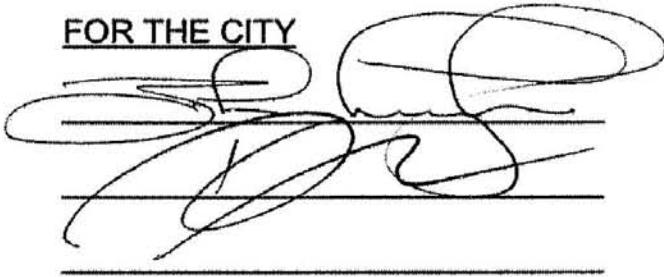
Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION



John Sloan
D. BUNCHE
F. Shyld

FOR THE CITY



10(f)

LETTER #11

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E

JOB EVALUATION SYSTEM REVIEW

The parties agree to meet during the term of the collective agreement to review and potentially replacing the existing Job Evaluation System with a new system. The parties will discuss the CUPE job evaluation system as well as any other system(s) the parties may wish to discuss.

The parties may by mutual agreement during the course of the collective agreement agree to replace the existing Job Evaluation System with a new system.

Signed at Sault Ste. Marie this 1st day of December, 2009.

FOR THE UNION

John Sloan
BURSCHE
Kathy Clark

FOR THE CITY

ST
DR

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2009-199

APPOINTMENTS: (R.1.2.19) A by-law to appoint by-law enforcement officers to enforce By-law 69-6 as amended, being a by-law to prohibit the operation of motorized snow vehicles on highways.

THE COUNCIL of the Corporation of the City Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p.15 and amendments thereto, **ENACTS** as follows:

1. **APPOINTMENTS:**

The following persons are hereby appointed to enforce By-law 69-9, as amended, for the period from December 19, 2009 to March 30, 2010:

O.P.P. Constable Jason Ferguson
O.P.P. Constable Don Middleton
Special Constable Rick MacLeod
Special Constable Sarah Henderson
Special Constable Brien Lidstone
Special Constable Gilbert Desbois
Special Constable James Hirst.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CLERK – DONNA P. IRVING

DH By-laws\2009\2009-199 Appt Snowmobile Patrol Officers

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CITY SOLICITOR

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-189

FINANCING: (F.I.2.) - A by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected.

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$10,000,000 to meet, until the taxes are collected, the current expenditures for the year 2010; and

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2009, not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets, is estimated to be in excess of \$173,200,000.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to Subsection 407 of the Municipal Act, 2001, chapter M.45 and amendments thereto, ENACTS as follows:

1. The Mayor and the Treasurer are hereby authorized, on behalf of the Corporation, to borrow from time to time by way of promissory note from the City's Banker or any person, a sum or sums not exceeding \$10,000,000 to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in Subsection 407 of the Municipal Act, 2001 and to give on behalf of the Corporation to the Bank or lender, a promissory note or notes, sealed with the corporate seal and duly signed for the moneys so borrowed, with interest, which may be paid in advance or otherwise, with interest at the Bank's prescribed lending rate or other persons' lending rate from time to time.
2. All the sums borrowed pursuant to the authority of this by-law, as well as all other sums borrowed in this year and in previous years from the said Bank or lender for any or all of the purposes mentioned in the said Subsection 407 shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.
3. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
4. This by-law is effective January 1st, 2010.

PASSED in open Council this 7th day of December, 2009.

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CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CLERK - DONNA P. IRVING

10(h)

Schedule to By-law 2009-189

ONTARIO
MUNICIPAL CORPORATIONS
TEMPORARY BORROWING BY-LAW

E-FORM 348 (01/2004)
S.R.F. No.: 763-796-414

The CORPORATION OF THE CITY OF SAULT STE. MARIE (the "Municipality") By-law No. 2009-189 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2009.

WHEREAS Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE ENACTS AS FOLLOWS:

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by by-law of council.
3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$10,000,000.00 , whichever is less.
4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.
5.
 - a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.
 - b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.
6. For purposes of this by-law the estimated revenues referred to in section 3,4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by-law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for, the current year and previous years or from any other source, that may be lawfully applied for such purpose.
8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.
9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.
10. This by-law shall take effect on the final day of passing.

Enacted and passed this 7th day of December 2009.

MAYOR – JOHN ROWSWELL CITY CLERK – DONNA P. IRVING

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-200

FINANCING: (F.1.2.) – A by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$5,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie.

WHEREAS Section 401 of the Municipal Act, 2001 states a municipality may borrow money or incur a debt for municipal purposes and may issue debentures for the money borrowed or for the debt; and

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$15,000,000 for short and long term purposes, the capital expenditures of the Corporation under its construction by-laws shown on Schedule "A" hereto; and

WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$5,200,000 for short and long term purposes, the capital expenditures of the Public Utilities Commission of the City of Sault Ste. Marie are shown in Schedule "B" hereto; and

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2009 not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets is estimated to be in excess of \$173,200,000.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie hereby ENACTS as follows:

- I. The Mayor and the Treasurer are hereby authorized on behalf of the Corporation to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding \$15,000,000 for short and long term purposes to finance the capital expenditures of The Corporation of the City of Sault Ste. Marie under its construction by-laws as shown on Schedule "A" hereto, which schedule forms part of this by-law, and to give on behalf of the Corporation to the Bank or lender a promissory note or notes sealed with the corporate seal and duly signed for the moneys so borrowed with interest which may be paid in advance or otherwise, with interest at the bank's prescribed lending rate or other persons' lending rate from time to time.
2. The Public Utilities Commission of the City of Sault Ste. Marie is hereby authorized to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding \$5,200,000 for short and long term purposes to finance the capital expenditures of the Public Utilities Commission of the City of Sault Ste. Marie as shown in Schedule "B" hereto, which schedule forms part of this by-law, and to give on behalf of the Corporation to the Bank or lender a promissory note or notes sealed with the corporate seal and duly signed for the moneys so borrowed with interest which may be paid in advance or otherwise with interest at the bank's prescribed lending rate or other persons' lending rate from time to time.

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3. All sums borrowed pursuant to the authority of this by-law as well as all other sums borrowed by the Corporation in this year and in previous years from the said Bank or lender and remaining unpaid shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.
4. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
5. Long term purposes is defined as a loan with a fixed rate and term.

PASSED in open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CLERK - DONNA P. IRVING

10(1)

Schedule A to By-law 2009-200
The Corporation of the City of Sault Ste. Marie

Financial Information at
November 30, 2009

<u>Construction By-law</u>		<u>Estimated Capital Expenditure</u>
2005-128	Constr. of New Arena - Sports Entertainment Centre - City Funding - Federal/Provincial Subsidy - Less: Debt Issue	25,040,368.00 (4,640,368.00) (7,400,000.00) <u>(11,220,000.00)</u> 1,780,000.00 1,780,000.00
	Luxury Suites	1,000,000.00 1,000,000.00
(PUC)		
2005-162	Intallation of 385 metres of 200 mm watermain and 19 water service laterals on Fourth Line E. from Great Northern Rd. to the east limit of Civic #742	(236,031.86 PUC Local Improvement)
(PUC)		
2006-102	Intallation of 1421 metres of 250 mm watermain and 38 water service laterals and a pressure reducing station on Old Garden River Road from Civic #443 to south side of Third Line East	(1,043,472.00 PUC Local Improvement)
2006-227	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Shannon Rd. from Margaret St. to Wellington St.	1,501,900.00
2007-18	Constr. of a Concrete Sidewalk, on Queen St. East from Dacey Rd. to Queensgate Blvd.	200,000.00
2007-114	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Pilgrim St. from Herrick St. to Tower St.	213,250.00
2007-168	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Retta St. from Wellington St. East to Mark St.	980,000.00
		5,675,150.00

10(i)

- 2 -

Schedule A to By-law 2009-200

The Corporation of the City of Sault Ste. Marie

Financial Information at November 30, 2009

Construction By-law		Estimated Capital Expenditure
Sub-total		5,675,150.00
2007-169	Constr. of Sanitary Sewer, and Private Drain Connection on Wellington St. East from Trunk Rd. to Simpson St.	520,000.00
2007-170	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Franklin St. from Henrietta St. to Wallace Terrace	750,000.00
2009-09	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Shannon Rd. from Wellington St. East to Trunk Rd.	5,000,000.00
2009-10	Constr. of Sanitary Sewer and Private Drain Connection on Wellington St. East from Simpson St. to East St.	520,000.00
2009-31	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Borron Ave. from Pim St. to Fauquier Ave.	1,500,000.00
		13,965,150.00

10(i)

Schedule B to By-law 2009-200

PUBLIC UTILITIES COMMISSION

Agenda Item # 5.1 Date: November 3, 2009

Moved by: DOUG

Seconded by: PAT

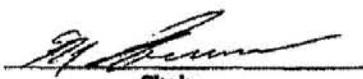
Resolution:

A TOTAL OF

"That the Commission approves borrowing \$5.2 million through the City
of Sault Ste. Marie to finance capital expenditures"

See WARDING IN BULKET.

- Carried** **Defeated** **Deferred**
 Referred **Amended** **Officially Read Not
Dealt With**


Chair

Action

- Chair** **PUC Inc.** _____
 President **PUC Telecom** _____
 Secretary **PUC Services** _____
 Treasurer **PUC Energies** _____

Schedule B to By-law 2009-200

PUC

Commission Resolution

Whereas capital expenditures of the Commission have increased significantly in 2008 and 2009 and capital expenditures are projected to be above historical levels in future years,

Whereas capital expenditures have been funded from current operations over the past several years,

Whereas the large increase in capital expenditures cannot be funded from current operations, and

Whereas the City of Sault Ste. Marie has earlier in 2009 arranged a line of credit of \$2,500,000 for the Commission,

Be it resolved that the City of Sault Ste. Marie be requested to arrange further financing of \$2,700,000 for a total of \$5,200,000 for the Public Utilities Commission.

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-204

PARKING DIVISION: (P.1.2.4.) A by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 93-165 REPEALED**

Schedule "A" to by-law 93-165 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2009\2009-204 City Parking Officers

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CITY SOLICITOR

104)

SCHEDULE "A"

Don Scott	1
Art Gagnon	7
David Etchells	51 (Mechanic)
Renee Vanderklift	71
Frank Jolicoeur	72
Alan Smith	81
Robert Lucier	83
Dave Devoe	84
Daniel Devoe	87
Carmen Cuglietta	88
Edward Pigeau	89

10 (K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-205

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2009\2009-205 Parking Officers – Private lots

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CITY SOLICITOR

10(K)

BADGE NO.	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12	ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35	ORR,DEREK	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
37	MILLER,STEVE	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
59	BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
102	SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	846 & 216 QUEEN ST E,
113	TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115	LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151	PARR,DEREK,RAYMOND	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
153	TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINO,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
179	DARLOW,LEONARD	ALGOMA UNIVERSITY	1520 QUEEN ST E
186	HARMAN,JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
190	LALONDE,BRIAN	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
191	BROWN,STEVEN,GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARDS PROPERTIES
195	SEABROOK,LAURA,LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
206	BECK,DESMOND	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
240	MASON,STEPHEN	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
241	COGHILL,ROBIN	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W
249	CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST./128 SECOND LINE W
253	TRAVSON,TERRANCEY(TERRY)	NORTH EAST SECURITY	BELLUVE MARINA & BONDAR MARINE & PARK
262	ADAM,CINDY	SAULT COLLEGE	SAULT COLLEGE
263	RECOLLECT,HOLLY	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
267	CORBIERE,JOHN,ALLAN	G4S SECURITY	CROSS COUNTRY/DAVEY HOME/HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
274	DAVIDSON,JAMES	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
275	EBARE,WALLACE	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/308 FARWELL TERR/AIRPORT
276	SMITH,DENNIS,ROBERT	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/AIRPORT
296	MURDOCK,IESHIA	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
297	SWIRE,WILLIAM,JAMES	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
298	MANN,DUSTIN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
299	DIMMA,WILLIAM,GEORGE	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/ALGOMA UNIVERSITY/AIRPORT
301	COTTINGHAM,EDWARD,ALLEN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
307	GUREVITCH,JASDN	NORTH EAST SECURITY	CAMBRIAN MALL/PINE & CHURCHILL PLAZA/BELLVUE PARK&MARINA/STEELBACK
309	PIGEAU,EDWARD	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
314	AASEN,PAULINE	KOPRASH BUILDING SER.	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE
316	MCCULLOCH,BRANDON	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
321	LORENZO,COREY	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
330	O'NEILL,ROY	RIOCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
331	HAMILTON,SILVI	RIOCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
334	MILLER,BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
335	GROSSO,DONALD	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL
337	RENNISON,JEFF	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
340	DAMIGNANI,MATTHEW	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
342	PICK,DENNY	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
343	CHILLMAN,JODI	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
344	HARPE,KENNETH	DAYS INN	DAYS INN HOTEL
345	SETCHELL,RODDY	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL/STEELBACK/BELLUE MARINA
346	HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLEVUE MARINA
347	BEDELL,LUCAS	CITY OF SAULT STE MARIE	BELLEVUE MARINA
348	LEWIS,PETER	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
351	MCLEOD,JENNIFER	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
352	O'CONNOR,DANIEL	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
354	STEEVES,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
357	BONENFANT,TERRANCE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
358	COLLINS,LESLIE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
360	HALLIGAN,AGNES	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
363	SMELTZER,LESLEY	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
364	SMELTZER,PETER	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
365	CLOUDSTON,JOHN	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
366	TROIOW,VICTORIA	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
367	MORIN,NATHAN	NORTH EAST SECURITY	STEELBACK CENTRE
368	WILLET,JORDAN	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
369	CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE,ROBERT	ON.FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN,ANJA	ON.FINNISH HOME ASS.	FINNISH REST HOME
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
376	FINN,ROBERT	G4S SECURITY	SAULT HOSPITAL/AIRPORT
377	BADGERO,PAUL	G4S SECURITY	ALGOMA UNIVERSITY/AIRPORT/HOSPITAL
378	SMITH,BENJAMIN	G4S SECURITY	SAULT HOSPITAL/AIRPORT
379	MANGONE,MATTHEW	G4S SECURITY	SAULT HOSPITAL/AIRPORT
380	MARIN,MARTY	G4S SECURITY	SAULT HOSPITAL/AIRPORT
381	DEVOE,PATTIE JEAN	SOLID SECURITY SERVICES	CAMBRIAN MALL
382	HALPIN,MATTHEW	SOLID SECURITY SERVICES	CAMBRIAN MALL
383	DEVOE,DANIEL	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
384	BOREAN,RICK	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK/BELLEVUE MARINA
385	LOUBERT,JACOB	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
386	MAJOR,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
387	DENNING,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
388	VILLENEUVE,CHRIS	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

10(K)

369	SANDIE,KEVIN	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
380	DUNN,PAR	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
391	MCLEOD,HEIDI	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
392	MEINCKE,KENNETH	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
383	PRESCOFF-LACASSE,JOSEE	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
394	REID,RAYMOND	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
395	KELLY,PATRICK	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
396	THOMAS,RANDALL	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
398	BELANGER,CAROL	NORTH EAST SECURITY	ALGOMA UNIVERSITY
399	MELLEA,ALDO	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
401	MARTIN,DANIEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
402	DOWNEY,ALEXANDER	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
403	RUFFOLO,DOMINIC	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
404	HUDSON,BRIAN	CORPS OF COMM.	22 BAY ST
405	MATCHETT,CASEY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
406	LEBLANC,SERGE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
407	CYR,SARAH	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
408	ST PIERRE,ANDRE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
409	MOAR,ALEXANDRA	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
410	POYNER,HAROLD	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
411	MOORE,ROBERT	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
412	MEINCKE,EMILY	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
413	HILL,MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
414	HUGHES,HEATHER	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
415	KOCHANOWSKI,DAVID	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
416	VELTRI,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
417	CHAROT,LUCIO	G4S SECURITY	AIRPORT
418	ROSENTHAL,JOSH	G4S SECURITY	AIRPORT
419	RAYMO,ADAM	G4S SECURITY	AIRPORT
420	FABIANO,ANTONIO	G4S SECURITY	AIRPORT
421	DUNN,PATRICK	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
422	BENNETT,JEFF	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
423	VANDERKLIFT,DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
424	REDPATH,BRITTNEY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
425	ELLIS,MARTY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
426	DIMMA,JUSTIN	G4S SECURITY	SAULT AREA HOSPITAL
427	CADA,TY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
428	DIAS,JASON	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
429	STEWART,MARK	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
430	RUSCIO,DOMINIC	MAJOR CONTRACTING LTD.	TRAVELODGE
431	DICKSON,SHANE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
432	KING,SEAN	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
433	MAJOR,ROBERT	NORPRO SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
434	SIMONCINI,TREVOR		ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2009-211

PROPERTY SALE: (P.4.6.411) to authorize the conveyance of 22.49 acres at the southeast corner of Base Line and Leigh's Bay Road to Elementa Group or such other person or companies as directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, ENACTS as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons (or such other person or companies directed) and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

NOTICE

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GTY SOLICITOR

10C1)

SCHEDULE "A" TO BY-LAW 2009-211

VENDOR: The Corporation of the City of Sault Ste. Marie
PURCHASER: Elementa Group
ADDRESS: 903 Base Line
CONSIDERATION: \$376,707.50
(subject to the usual adjustments)



10(m)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-210

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Queen Street from Pim Street to Dennis Street on January 2, 2010 to facilitate the Olympic Torch Relay Event.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the Municipal Act 2001, S.O. 2001, c.25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY CLOSURE OF QUEEN STREET FROM PIM STREET TO DENNIS STREET – OLYMPIC TORCH RELAY EVENT**

The Council hereby authorizes the closing to vehicular traffic of Queen Street from Pim Street to Dennis Street on January 2, 2010 from 6:00 to 8:00 p.m. to facilitate the Olympic Torch Relay Event.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK-DONNA IRVING

on/bylaws/2009/2009-210/TempStreetOlympicTorchRelay

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CITY SOLICITOR

10(n)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-207

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 regarding lands located at 394 Pine Shore Drive.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

**1. 394 PINE SHORE DRIVE; LOCATED ON THE SOUTH SIDE OF
POINTE AUX PINS ROAD APPROX. 115M WEST OF ITS
INTERSECTION WITH RED PINE ROAD, CHANGE FROM PR TO
R.1.S.**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 2-5 of Schedule "A" to Zoning By-Law 2005-150, is changed from PR, (Parks & Recreation) zone to R.1.S (Estate Residential) zone with a "special exception".

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(289) and heading as follows:

"2(289) 394 Pine Shore Drive

Despite the provisions of by-law 2005-150, the lands located on the south side of Pointe Aux Pins Road approximately 115m west of its intersection with Red Pine Road and having civic no. 394 Pine Shore Drive and marked "subject property" on the map attached as Schedule 289 hereto is changed from PR (Parks & Recreation) zone to R.1.S (Estate Residential) zone with a "special exception" requiring that access to the subject property be from Pointe Aux Pins Drive only."

3. SCHEDULE "A"

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

4. CERTIFICATE OF CONFORMITY

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law.

PASSED in open Council this 7th day of December, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

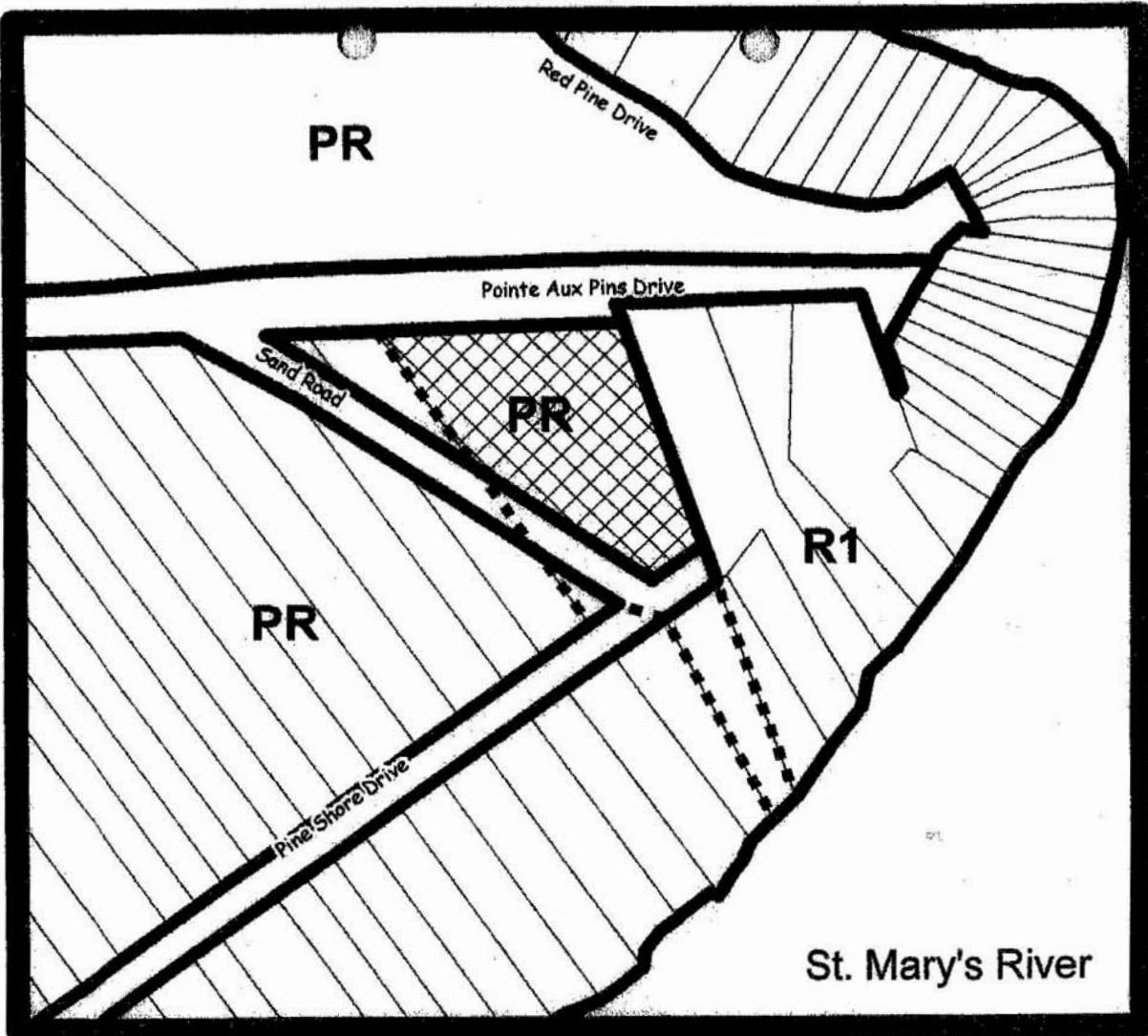
/staff/on/zoning/by-laws/2009-207

NOTICE

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CITY SOLICITOR

10(n)

SCHEDULE "A" TO BY-LAW 2009-207 AND SCHEDULE 289 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE PASSED IN OPEN COUNCIL THIS 7TH DAY OF DECEMBER, 2009.



EXISTING ZONING MAP

Application A-24-09-Z

394 Pine Shore Drive [North Half]

Subject Area

Total Land Ownership

R1 - Estate Residential Zone

PR - Parks and Recreation Zone



Metric Scale
1 : 3000

Maps
320 & 2-5